



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

Winnipeg

Manitoba

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 Coral Harbor Remediation Projet d'assainissement de Coral Harbour	
Solicitation No. - N° de l'invitation EW699-222278/B	Date 2022-10-28
Client Reference No. - N° de référence du client CIRNAC EW699-222278	
GETS Reference No. - N° de référence de SEAG PW-\$NCS-030-12338	
File No. - N° de dossier NCS-1-44134 (030)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Standard Time CST on - le 2022-12-06 Heure Normale du Centre HNC	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Calixto, Monnette	Buyer Id - Id de l'acheteur ncs030
Telephone No. - N° de téléphone (204) 899-9768 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC/TPSGC Nunavut RPS/OGD PWGSC/TPSGC Nunavut RPS/OGD Iqaluit NU X0A 0H0 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

Solicitation No. - N° de l'invitation
EW699-222278/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS030

Client Ref. No. - N° de réf. du client
EW699-222278

File No. - N° du dossier
NCS-1-44134

CCC No./N° CCC - FMS No./N° VME

RETURN BIDS TO:

**Bid Receiving Public Services and Procurement Canada
Room 310, 269 Main Street
Winnipeg, Manitoba
R3C 1B3**

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to SI 06 - Submission of Bid, of the bid solicitation, for further information.

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: [Tender opportunities | CanadaBuys](#)

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

REQUEST FOR PROPOSAL (RFP)

2 envelope RFP
Coral Harbour Remediation
Coral Harbour Site
Coral Harbour, NU
Project No: R.112158.017

IMPORTANT NOTICE TO BIDDERS

THIS PROCUREMENT IS SUBJECT TO THE AGREEMENT BETWEEN INUIT OF THE NUNAVUT SETTLEMENT AREA AND HIS MAJESTY THE KING IN RIGHT OF CANADA (THE NUNAVUT AGREEMENT).

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

SI07 Late submissions has been added

SI13 Rights of Canada has been added

GI08 of R2710T has changed, see SI05 Bid Security Requirements.

GI09 of R2710T has changed, see SI06 Submission of Bid

GC9.2.2 of R2890D has changed, see SC05 Types and Amounts of Contract Security.

TWO-ENVELOPE BID

This Bid shall be submitted following a "two-envelope" procedure. Refer to SI06 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>

LISTING OF SUBCONTRACTORS AND SUPPLIERS

Take note that R2710T, GI07 "Listing of Subcontractors and Suppliers" has been amended. See SI21 of the Special Instructions. **Failure to do so will result in the disqualification of its bid.**

TABLE OF CONTENTS

SPECIAL INSTRUCTIONS TO BIDDERS (SI)

SI01	Introduction
SI02	Bid Documents
SI03	Enquiries During the Solicitation Period
SI04	Mandatory Bidders Conference
SI05	Bid Security Requirements
SI06	Submission of Bid
SI07	Late Submissions
SI08	Revision of Bid
SI09	Phased Bid Compliance Process
SI10	Overview of Opening of Bids / Bid Selection and Evaluation Procedures
SI11	Completion of Submission
SI12	Insufficient Funding
SI13	Debriefings
SI14	Bid Validity Period
SI15	Rights of Canada
SI16	Construction Documents
SI17	WCB and Safety Program
SI18	Nunavut Agreement
SI19	Limitation of Submissions
SI20	Status and Availability of Resources
SI21	Listing of Subcontractors and Suppliers
SI22	Web Sites

R2710T GENERAL INSTRUCTIONS TO BIDDERS - CONSTRUCTION SERVICES - BID SECURITY REQUIREMENTS (GI) (2022-01-28)

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

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

GI01	Integrity Provisions - Bid
GI02	Completion of Bid
GI03	Identity or Legal Capacity of the Bidder
GI04	Applicable Taxes
GI05	Capital Development and Redevelopment Charges
GI06	Registry and Pre-qualification of Floating Plant
GI07	Listing of Subcontractors and Suppliers
GI08	Bid Security Requirements
GI09	Submission of Bid
GI10	Revision of Bid
GI11	Rejection of Bid
GI12	Bid Costs
GI13	Procurement Business Number
GI14	Compliance with Applicable Laws
GI15	Approval of Alternative Materials
GI16	Performance Evaluation
GI17	Conflict of Interest-Unfair Advantage
GI18	Code of Conduct for Procurement—bid

CONTRACT DOCUMENTS (CD)

SUPPLEMENTARY CONDITIONS (SC)

SC01	Security Requirements, Document Safeguarding
SC02	Limitation of Liability
SC03	Insurance Terms
SC04	Types and Amounts of Contract Security

SC05 Replacement of Specific Individuals
SC06 Workplace Health and Safety
SC07 Nunavut Directive
SC08 Performance Evaluation – Contract
SC09 Fuel Waiver
SC10 Media Inquiries
SC11 Order of Precedence
SC12 Modification of GC6.4 Determination of Price
SC13 Contaminated Site Conditions

BID AND ACCEPTANCE FORM (BA)

BA01 Identification
BA02 Legal Name and Address of Bidder
BA03 The Offer
BA04 Bid Validity Period
BA05 Acceptance and Contract
BA06 Construction Time
BA07 Bid Security
BA08 Signature

APPENDIX 1 COMBINED PRICE FORM

APPENDIX 1A COST BREAKDOWN TABLE

APPENDIX 2 INTEGRITY PROVISIONS

APPENDIX 3 LISTING OF SUBCONTRACTORS

APPENDIX 4 VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

APPENDIX 5 QUALIFICATION FORM

APPENDIX 6 DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

APPENDIX 7 JOINT VENTURE CERTIFICATION

APPENDIX 8 INUIT BENEFITS PLAN (IBP) NUNAVUT DIRECTIVE

ANNEX A SPECIFICATIONS AND DRAWINGS

ANNEX B CERTIFICATE OF INSURANCE

ANNEX C IBP PROGRESS REPORT & ASSESSMENT OF IBP HOLDBACK

ANNEX D VOLUNTARY REPORTS FOR APPRENTICES EMPLOYED DURING THE CONTRACT

ANNEX E OPTIONAL SITE VISIT QUESTIONS, ANSWERS & PRESENTATION

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 SI06 '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 (2022-01-28)
 - 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 Monnette.Calixto@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 (10)** 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 MANDATORY BIDDERS' CONFERENCE

A bidders' conference will be done virtually via Microsoft Teams on November 14, 2022. The conference will begin at 12PM CST. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is required that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority at Monnette.Calixto@tpsgc-pwgsc.gc.ca before the conference to confirm attendance. 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 CDT November 10, 2022.

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.

SI05 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.

SI06 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 Canada Post Corporation's (CPC) Connect, see instructions in SI06.2.i 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 CPC 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
Room 310, 269 Main Street
Winnipeg, Manitoba
R3C 1B3**

i. **ELECTRONIC Bid Submission by CPC Connect service**

- a. Unless specified otherwise in the solicitation, bids may be submitted by using the [CPC Connect service](#) provided by Canada Post Corporation.
- b. The only acceptable email address to use with CPC Connect for responses to solicitation issued by PWGSC is:

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.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 CPC Connect conversation, as detailed in c., or to send proposals through an CPC Connect message if the Bidder is using its own licensing agreement for CPC Connect.

- c. To submit a bid using CPC 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 CPC 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 CPC Connect conversation. Requests to open an CPC Connect conversation received after that time may not be answered.
- d. If the Bidder sends an email requesting CPC Connect service to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an CPC Connect conversation. The CPC 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 CPC 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 CPC Connect message field of all electronic transfers.
- g. It should be noted that the use of CPC 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 CPC Connect service.
- h. For bids transmitted by CPC 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 CPC 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 CPC Connect service.

- i. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the CPC 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 CPC Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the CPC Connect system.
- k. A bid transmitted by CPC Connect service constitutes the formal bid of the Bidder.

3. The technical 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 financial bid.
- b. The Technical Bid, and any associated document(s), should be provided in a separate section with the following information clearly provided:
 - Section One - Technical Bid;
 - Solicitation Number; and
 - Name of Bidder.
 - Canada requests that bidders provide their Technical Bid in separate sections as follows:
 - Section I: Technical Bid 1 electronic copy OR 1 hard copy;
 - Section II: Management Organizational Bid 1 electronic copy OR 1 hard copy; and
 - Section III: Inuit Benefits Plan 1 electronic copy OR 1 hard copy
- 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.

SI07 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 CPC Connect 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 CPC Connect Connect service, conversations initiated by the Bid Receiving Unit via the CPC Connect Connect service pertaining to a late bid, will be deleted. Records will be kept documenting the transaction history of all late bids submitted using CPC Connect 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 CPC Connect Connect service provided by CPC system that are acceptable to PWGSC is a CPC CPC Connect Connect service date and time record indicated in the CPC Connect 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.

SI08 REVISION OF BID

A bid may be revised by letter, CPC Connect 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 Bid and/or REVISED Section Two - Financial Bid,
- b. Solicitation Number, and
- c. Name of Bidder

SI09 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) 2003 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements 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
- IS 2env. (07-2019) Page 10 of 80

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 Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical 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) 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.
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4. (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.

SI10 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

1. 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.
2. 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 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 / points rated basis. The steps indicated as per Phase 2 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 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/IBP 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 Invitation to tender following completed evaluation.

SI11 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.

SI12 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 and financial merit.

SI13 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.

SI14 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.

SI15 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.

SI16 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.

SI17 WCB AND SAFETY PROGRAM

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

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

SI18 NUNAVUT AGREEMENT

This procurement is subject to the Directive on Government Contracts, Including Real Property Leases, in the Nunavut Settlement Area (the Nunavut Directive).

The Nunavut Directive has the following objectives:

- a. Increased participation by Inuit firms in business opportunities in the Nunavut Settlement Area economy;
- b. Improved capacity of Inuit firms to compete for government contracts and real property leases in the Nunavut Settlement Area; and
- c. Employment of Inuit at a representative level in the Nunavut Settlement Area workforce.

Inuit Benefits Plan (IBP)

Bids will also be evaluated according to weighted-and-rated Inuit Benefits Criteria and Nunavut Benefits Criteria. Bidder submissions for both of these criteria are to be combined in an Inuit Benefits Plan (IBP), as described in Annex "C" (Inuit Benefits Plan), in which Bidders should detail how they will integrate the following elements in carrying out work under this requirement:

1. Inuit employment (either directly or through subcontractors);
2. Inuit training and skills development (either directly or through subcontractors);
3. Inuit ownership (Contractor and subcontractors); and
4. Location in the Nunavut Settlement Area.

The commitments contained in an IBP will form part of the resulting contract.

Implementation of the Contractor's IBP will be ensured through close monitoring and requiring, at a minimum, that each invoice be accompanied by an IBP Progress Report (See Annex "C" (IBP Progress Report)) which demonstrates that contractual obligations were fulfilled.

Reporting Inuit and Nunavut Benefits – General information

- a. Canada expects that the Contractor will, through the life of the contract, maintain and compile records as to the delivery of Inuit and Nunavut Benefits, including but not limited to the following elements:
 1. Total hours and total dollars spent on Inuit Employment
 2. Total hours and total dollars spent on Inuit Training
 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 4. Location of Contractor and sub-contractors/suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of Inuit and Nunavut Benefits and make them available for audit purposes.
- c. Canada will expect that every invoice be accompanied by an IBP Progress Report, in accordance with Annex "C" (IBP Progress Report) of the Contract.
- d. If, for any reason, a bid does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting any unanticipated Inuit and Nunavut Benefits realized under the contract be provided with each invoice in accordance with paragraph c.

Limited to firms on the Inuit Firm Registry (IFR)

This solicitation is limited for bidding among firms registered on the [Inuit Firm Registry \(IFR\)](#).

- a) Only Bidders registered on the Inuit Firm Registry (IFR) may qualify for contract award.
- b) Bidders must be registered on the IFR by bid closing. If a bidder is not registered on the IFR by that time, their bid will be declared non responsive and given no further consideration.
- c) Failure to maintain registration on the IFR for the duration of the Contract may result in Canada terminating the contract for default.

SI19 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 7. However, only one submission per bidder will be accepted, whether it is submitted by a firm as an individual Bidder or by that firm as part of a joint venture Bidder. If more than one submission is received from a firm acting either individually or in joint venture, all such submissions shall be rejected and no further consideration shall be given to the firm or to any proposed joint venture of which the firm forms part.
- 2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
- 3. An arrangement whereby Canada contracts directly with a Contractor who may retain sub-contractors to perform portions of the work is not a joint venture arrangement. A sub-contractor may be proposed as part of the Contractors Team by more than one Bidder.
- 4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, no firm acting as an individual Bidder or as part of a joint venture Bidder, shall be proposed as a member of another Bidder's Team, either as a sub-contractor or as part of another joint venture Bidder. Failure to comply with this limitation will result in all submissions so involved being rejected.
- 5. Any joint venture must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

SI20 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.

SI21 LISTING OF SUBCONTRACTORS AND SUPPLIERS

R2710T, GI07 has been amended to the following.

GI07 (2015-02-25) Listing of Subcontractors and Suppliers

The Bidder must submit the names of Subcontractors and Suppliers for the part or parts of the Work listed. See APPENDIX 3. **Failure to do so will result in the disqualification of its bid.**

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>

Solicitation No. - N° de l'invitation
EW699-222278/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS030

Client Ref. No. - N° de réf. du client
EW699-222278

File No. - N° du dossier
NCS-1-44134

CCC No./N° CCC - FMS No./N° VME

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	(2022-01-28);
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 proposal;
 - j. The Contractor's Inuit Benefits Plan Proposal
2. The documents identified by title, number and date above are incorporated by reference and are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/R>
3. The language of the contract documents is the language of the Bid and Acceptance Form submitted.

SUPPLEMENTARY CONDITIONS (SC)

SC01 SECURITY REQUIREMENTS, DOCUMENTS SAFEGUARDING

There is no security requirement applicable to this Contract.

SC02 LIMITATION OF LIABILITY

GC1.6 of R2810D is deleted and replaced with the following:

GC1.6 Indemnification by the Contractor

1. The Contractor shall indemnify and save Canada harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings whether in respect to losses suffered by Canada or in respect of claims by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor in performing the Work, provided such claims are caused by the negligent or deliberate acts or omissions of the Contractor, or those for whom it is responsible at law.
2. The Contractor's obligation to indemnify Canada for losses related to first party liability shall be limited to:
 - a. In respect to each loss for which insurance is to be provided pursuant to the insurance requirements of the Contract, the Commercial General Liability insurance limit for one occurrence as referred to in the insurance requirements of the Contract .
 - b. In respect to losses for which insurance is not required to be provided in accordance with the insurance requirements of the Contract, the greater of the Contract Amount or \$5,000,000, but in no event shall the sum be greater than \$20,000,000.

The limitation of this obligation shall be exclusive of interest and all legal costs and shall not apply to any infringement of intellectual property rights or any breach of warranty obligations.

3. The Contractor's obligation to indemnify Canada for losses related to third party liability shall have no limitation and shall include the complete costs of defending any legal action by a third party. If requested by Canada, the Contractor shall defend Canada against any third party claims.
4. The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against Canada charging or claiming that the Work or any part thereof provided or furnished by the Contractor to Canada infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
5. Notice in writing of a claim shall be given within a reasonable time after the facts, upon which such claim is based, became known.

SC03 INSURANCE TERMS

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

2. **Period of Insurance**

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

3. **Proof of Insurance**

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

SC04 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.

SC05 REPLACEMENT OF SPECIFIC INDIVIDUALS

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination for default.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must have similar qualifications of the individual named in the proposal and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

SC06 WORKPLACE HEALTH AND SAFETY

1. EMPLOYER/PRINCIPAL CONTRACTOR

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

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

2. SUBMITTALS

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

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

3. LABOUR AUTHORITY CONTACT:

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

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

NUNAVUT

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

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

Solicitation No. - N° de l'invitation
EW699-222278/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS030

Client Ref. No. - N° de réf. du client
EW699-222278

File No. - N° du dossier
NCS-1-44134

CCC No./N° CCC - FMS No./N° VME

DECLARATION

DATE: _____

COMPANY NAME: _____

ADDRESS: _____

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

Current number of full time employees: _____

TITLE OF COMPANY OFFICER

SIGNATURE

SC07 NUNAVUT DIRECTIVE

This contract is subject to the Agreement Between the Inuit of the Nunavut Settlement Area and His majesty the king in Right of Canada.

Good Standing on the Inuit Firm Registry (IFR)

The contractor/supplier must be in good standing on the Inuit Firm Registry (IFR) for the duration of the contract in its entirety until final completion is achieved. Canada retains the right to confirm the contractor/supplier standing on the IFR at its discretion. Failure to maintain this standing may result in measures that could include Termination of contract for default.

Registered on the Inuit Firm Registry (IFR)

- a) The Contractor must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default.

Disclosure of Information

1. The Contractor agrees that Canada may at any time disclose the Inuit Benefits Plan (IBP) and the IBP Progress Reports to third parties, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees, and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. As the IBP and the IBP Progress Report could contain information regarding subcontractors and suppliers, the Contractor warrants that it has secured from its subcontractors and suppliers consents to such disclosure by Canada and will continue to obtain consent from additional subcontractors and suppliers throughout the period of the contract. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
2. The Contractor undertakes not to include in the IBP or in the IBP Progress Reports any information that cannot be shared publicly or that could constitute private information under the [Privacy Act](#) (R.S.C., 1985, c. P-21) (e.g., name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

Inuit Benefits Plan Progress Report

- a. The Contractor must compile records through the life of the contract as to its level of achievement in fulfilling the commitments made under the Inuit Benefits Plan (IBP), including but not limited to the following elements:
1. Total hours and total dollars spent on Inuit Employment
 2. Total hours and total dollars spent on Inuit Training
 3. Total dollars spent on sub-contracting to firms on the Inuit Firm Registry
 4. Location of Contractor and sub-contractors / suppliers in the Nunavut Settlement Area
- b. As part of the obligation under the General Conditions to keep proper accounts and records, the Contractor must maintain all records related to the delivery of IBP commitments and make them available for audit purposes.
- c. The Contractor must accompany each invoice with an IBP Progress Report drafted in accordance with Annex "C" (IBP Progress Report) of the contract.
- d. If, for any reason, the contract does not include an Inuit Benefits Plan (IBP), Canada will still expect that records documenting the occurrence of any unanticipated Inuit and Nunavut benefits realized under the contract be provided with each invoice in accordance with paragraph c.

Third party independent professional

1. If requested by Canada, the Contractor must engage a third party independent professional to confirm whether the Contractor has met its contractual obligations regarding the IBP under the Contract. The third party independent professional must be approved in advance by the Contracting Authority.
2. If the Contractor has proposed two different third party independent professionals for this purpose, but the Contracting Authority has not approved either, or if the Contractor has not proposed a third party independent professional within 30 days of Canada's original request to engage a third party independent professional, the Contracting Authority will propose up to three third party independent professionals from which the Contractor must choose.
3. The Contractor must submit the third party independent professional's written report to the Contracting Authority and the Contracting Authority may contact the third party independent professional directly regarding the report.
4. If the independent professional confirms that the Contractor has met the requirements regarding activities specified in the IBP, Canada agrees to reimburse the Contractor the cost of the third party independent professional, including any applicable taxes, upon receiving a copy of the invoice paid by the Contractor.
5. If the independent professional confirms that the Contractor **has not** met the requirements regarding activities specified in the IBP:
 - a. Canada will not reimburse the Contractor any cost of the third party independent professional;
 - b. the Contractor must, at the discretion of Canada, repay Canada in the amount found to have been paid in excess by Canada to the Contractor related to IBP activities not performed in accordance with the IBP; and
 - c. Canada may retain any amount found to have been paid in excess by Canada, including for activities not performed in accordance with the IBP, by way of deduction from any payment that may be due or payable to the Contractor.
6. Nothing in this section limits any other remedy or action available to Canada under this contract.

Inuit Benefit Plan deviations

1. If at any time it becomes apparent to the Contractor that it may be unable to fulfill any of its Inuit Benefits Plan (IBP) obligations, the Contractor must inform the Contracting Authority without waiting for the submission of an IBP Progress Report to be required.
2. If requested by the Contracting Authority, the Contractor must provide a detailed explanation, within the timeframe specified by the Contracting Authority, regarding any actual or anticipated inability to fulfill any of its IBP obligations.
3. If requested by the Contracting Authority, the Contractor must propose, within the timeframe specified by the Contracting Authority, a written Corrective Action Plan to address the deviation(s). The Corrective Action Plan may involve an amendment to the IBP to provide alternative forms of benefits agreed upon by the Parties.
4. Any amendment to the IBP must be documented through a formal contract amendment, which will only be issued if the Parties agree to modify the IBP. Canada may, in its discretion, refuse to accept modifications to the IBP if, in Canada's opinion, the proposed amendments do not offer the same value of benefits.
5. Any reduction in benefits may be considered by Canada as any other failure to meet a contractual obligation.

Canada's Inuit Benefits Plan Authority for the Contract is:

Name: Monnette Calixto
Title: A/Procurement Specialist
Department: Public Works and Government Services Canada
Telephone: 204-899-9768
E-mail: Monnette.Calixto@tpsgc-pwgsc.gc.ca

The Inuit Benefits Plan Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for matters concerning the Inuit Benefits and Nunavut Benefits in the Contract. Matters pertaining to the implementation of the Inuit Benefits Plan may be discussed with the Inuit Benefits Plan Authority.

However, changes to the Inuit Benefits Plan, including any Corrective Action Plan, can only be made through a contract amendment issued by the Contracting Authority.

The Contractor's Inuit Benefits Plan Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

The Contractor's Inuit Benefits Plan Authority is the representative of the Contractor who is responsible for matters concerning Inuit Benefits and Nunavut Benefits in the Contract. Matters pertaining to the Inuit Benefits Plan may be discussed with the Contractor's Inuit Benefits Plan Authority.

Registered on the Inuit Firm Registry (IFR)

The Contractor must be registered on the Inuit Firm Registry (IFR) for the duration of the contract. Failure to do so may result in Canada terminating the contract for default.

Invoicing instructions - Progress payment claim - Supporting documentation required

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment. Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. a list of all expenses;

Each claim must be supported by:

- a. a copy of the monthly progress report;
 - b. a copy of a completed and up-to-date IBP Progress Report as described in Annex "D" (IBP Progress Report) of the Contract.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied, including any IBP Holdbacks. At the time the holdback is claimed, or if Canada determines that it is appropriate to release any portion of the IBP Holdbacks, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

3. The Contractor must prepare and certify on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

SC08 PERFORMANCE EVALUATION - CONTRACT

1. Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of the completion of the work; project management; contract management; and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.
2. The form PWGSC-TPSGC 2913, SELECT - Contractor Performance Evaluation Report Form, is 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>

SC09 FUEL WAIVER

Canada does not warrant the condition of the fuel or its use in any manner or form and the contractor assumes all risk and liability for its use, transport and storage and agrees to indemnify Canada fully in this regard.

SC10 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;

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.

SC11 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 proposal;
- j. The Contractor's Inuit Benefits Plan proposal

SC12 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.

SC13 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.

BID AND ACCEPTANCE FORM (BA)

BA01 IDENTIFICATION

Coral Harbour Site Remediation, Coral Harbour, NU – R.112158.017

BA02 LEGAL NAME AND ADDRESS OF BIDDER

Legal Name:					
Operating Name (if any):					
Address:					
Telephone:		Fax:		PBN:	
E-mail address:					
Industrial Security Program Organisation Number (ISP ORG#) (when required)					

BA03 THE OFFER

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

BA04 BID VALIDITY PERIOD

The bid must not be withdrawn for a period of 120 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 prior to March 31, 2025 from the date of notification of acceptance of the offer.

BA07 BID SECURITY

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

BA08 SIGNATURE

--

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

--

Signature

--

Date

APPENDIX 1 - COMBINED PRICE FORM

1. The prices per unit will govern in establishing the Total Extended Amount. Any arithmetical errors in this Appendix will be corrected by Canada.
2. Canada may reject the bid if any of the prices submitted do not reasonably reflect the cost of performing the part of the work to which that price applies.
3. The successful bidder will be required to complete the Lump Sum Breakdown table and Balance of Project cost table in Appendix 1A 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.

- (a) Work included in the Lump Sum Amount represents all work not included in the unit price table.

LUMP SUM AMOUNT (LSA) Excluding applicable tax(es)	\$ _____
--	----------

UNIT PRICE TABLE

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

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

Item	Specification Reference	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(es) extra (PU)	Extended amount (EQ x PU) applicable tax(es) extra
01 29 83-1	01 29 83	Packaging, Handling and Transport of Departmental Representative's Samples	kilogram	600	\$ _____	\$ _____
01 31 19-3	01 31 19	Construction Meetings	each	30	\$ _____	\$ _____
01 31 19-4	01 31 19	Monthly Progress Meetings	each	30	\$ _____	\$ _____
01 31 19-5	01 31 19	Inter-Season Meetings	each	4	\$ _____	\$ _____
01 31 19-6	01 31 19	Community Meetings	each	5	\$ _____	\$ _____
01 35 15-1	01 35 15	Treatment of Process Wastewater and Contact Water	Cubic meter	10	\$ _____	\$ _____
01 52 00-1	01 52 00	Start-up of Facilities	each	3	\$ _____	\$ _____
01 52 00-2	01 52 00	Winterizing of Facilities	each	1	\$ _____	\$ _____
01 54 00-2	01 54 00	Departmental Representative, PWGSCs Construction Representative and visitors Room and Board	person-days	500	\$ _____	\$ _____
01 54 00-3	01 54 00	Casual meals for PWGSCs Construction	meal	200	\$ _____	\$ _____

01 54 00-4	01 54 00	Departmental Representative and PWGSC's Construction Representative Roundtrip Transportation.	Round-trip	24	\$ _____	\$ _____
02 51 00-1	02 51 00	Monitoring Well Drilling and Installation – NHW Facility	Meter	18	\$ _____	\$ _____
02 51 00-2	02 51 00	Survey Control Installation	per installation	1	\$ _____	\$ _____
02 55 13-1	02 55 13	Excavation, transport, and placement of Type A PHC Contaminated Soil and Stained Surficial Soil	Cubic meter	2,500	\$ _____	\$ _____
02 55 13-2	02 55 13	Excavation, transport, and placement of Type B PHC Contaminated Soil	Cubic meter	1,450	\$ _____	\$ _____
02 55 13-3	02 55 13	Excavation, transport, and placement of DCC Tier II Contaminated Soil	Cubic meter	84	\$ _____	\$ _____
02 55 13-4	02 55 13	Excavation, Separation, Hauling, and Disposal of Soil Resulting from Buried Debris Excavation	Cubic meter	6,340	\$ _____	\$ _____
02 61 00-1	02 61 00	Treatment or disposal of Type B Contaminated Soil	Cubic meter	1,450	\$ _____	\$ _____
02 81 01-1	02 81 01	Collection, Treatment, and Incineration of Barrel Contents	Cubic meter	103	\$ _____	\$ _____
02 81 01-2	02 81 01	Collection, Treatment, and Incineration of FSTS Contents	Cubic meter	53	\$ _____	\$ _____
02 81 01-3	02 81 01	Collection, Treatment, and Incineration of hazardous Liquids from Within Vehicles and Machinery	Cubic meter	0.1	\$ _____	\$ _____
02 81 01-4	02 81 01	Collection, Treatment, and Incineration of Liquid Contents Recovered from AEC 4 Buried Concrete Structure	Cubic meter	28	\$ _____	\$ _____
02 81 01-6	02 81 01	Off-site Disposal of Known Hazardous Waste Materials	Provisional Cost Sum			\$ <u>250,000</u>
02 81 01-7	02 81 01	Supply of Hazardous Waste Containers for Known Hazardous Liquid Waste	Cubic meter	265	\$ _____	\$ _____
02 81 01-8	02 81 01	Supply of Hazardous Waste Containers for Known Hazardous Solid Waste	Cubic meter	15	\$ _____	\$ _____

31 22 13-1	31 22 13	NHW Facility Reshaping	Square meter	12,000	\$ _____	\$ _____
31 22 13-2	31 22 13	AEC4 Gravel Pad Reshaping	Square meter	3,115	\$ _____	\$ _____
31 22 13-3	31 22 13	Collection, transport, and placement of Type 1 Granular Fill for Construction of NHW Facility	Cubic meter	8,100	\$ _____	\$ _____
31 22 13-4	31 22 13	Collection, transport, and placement of Type 2 Granular Fill	Cubic meter	4,600	\$ _____	\$ _____
31 22 13-5	31 22 13	Collection, transport, and placement of Type 3 Granular Fill	Cubic meter	4,200	\$ _____	\$ _____
31 22 13-6	31 22 13	Placement of Type 4 Granular Fill	Cubic meter	11,300	\$ _____	\$ _____
31 23 33.01-1	31 23 33.01	NHW Facility Ditching	Cubic meter	1,600	\$ _____	\$ _____
31 32 19.01-1	31 32 19.01	Supply and Installation of Geotextiles	Square meter	26,000	\$ _____	\$ _____
31 32 19.01-2	31 32 19.01	Supply and Installation of Geomembranes	Square meter	13,000	\$ _____	\$ _____
TOTAL CALCULATED PRICE (A) Excluding applicable taxes						\$ _____

POTENTIAL ADDITIONAL PERSONNEL AND/OR EQUIPMENT

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

- (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.
- (e) In order to ensure that fair and competitive rates are received for each of the category of personnel the following requirements must be adhered to:
 - The Bidder must provide a rate for each category of personnel;
 - The rate for any given listed category of personnel cannot be \$0.00 or nil value;
 - The hourly rates must reflect the level of experience for each of the listed category of personnel. For example, if an hourly rate for personnel at the intermediate level exceeds the hourly rate for personnel at the senior level in the same category both hourly rates will be deemed not to reflect the appropriate level of experience.
 - Failure to comply with this subparagraph may render the bid non-compliant.

Item	Class of Labour, Plant or Material	Unit of Measurement	Estimated Quantity (EQ)	Price per Unit applicable tax(e)s extra (PU)	Extended amount (EQ x PU) applicable tax(e)s extra
P1	Labour				
1	Project Manager	hours	200	\$	\$
2	Site Superintendent	hours	300	\$	\$
3	Foreman	hours	600	\$	\$
4	Health and Safety Specialist	hours	300	\$	\$
5	Hazmat Specialist	hours	300	\$	\$
6	Professional Engineer	hours	100	\$	\$
7	EMT	hours	300	\$	\$
8	Mechanic	hours	300	\$	\$
9	Heavy Equipment Operator	hours	600	\$	\$
10	Surveyor	hours	200	\$	\$
11	Wildlife Monitor	hours	600	\$	\$
12	Camp Manager	hours	300	\$	\$
13	Laborer	hours	2,100	\$	\$
Total P1 Labour					\$
P2	Additional 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					\$700,000.00
Contractor's Equipment Markup (% markup x \$700,000.00)				____%	\$_____
Total P2 Additional 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					\$200,000.00
Materials Markup (% markup x \$200,000.00)				____%	\$_____
Total P3 Additional Materials					\$_____
TOTAL EXTENDED AMOUNT (TEA (B)) Excluding applicable tax(e)s					\$_____

LUMP SUM AMOUNT (LSA)	\$ _____
UNIT PRICE TABLE (TEA (A))	\$ _____
ADDITIONAL PERSONNEL AND/OR EQUIPMENT (TEA (B))	\$ _____

Solicitation No. - N° de l'invitation
EW699-222278/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS030

Client Ref. No. - N° de réf. du client
EW699-222278

File No. - N° du dossier
NCS-1-44134

CCC No./N° CCC - FMS No./N° VME

TOTAL BID AMOUNT (LSA +TEA (A) + TEA (B))
Excluding applicable tax(es)

\$ _____

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.

Specification section(s)	Description	Total
BOPC-1	Balance of Project Costs including but not limited to: - Any variable Indirect costs for Overhead and Admin., - Profit - Costs for Expeditors, - CGL Insurance, - All Risk Insurance, - WSCC costs, - Business Expenses, - Contractor's portion of Training Expenses, - EMT, - Ancillary Equipment, - Service Vehicles, - Supervision, - Equipment repairs and parts supply & transport.	\$ _____
01 11 00-1	Worker Orientation Seminar	\$ _____
01 29 83-2	Contractor's Testing Requirements including Sampling, Transportation and Analysis	\$ _____
01 31 19-1	Pre-Mobilization Site Visit	\$ _____
01 31 19-2	Pre-Construction Meeting	\$ _____
01 31 19-7	Closeout Meeting	\$ _____
01 33 00-1	Submittal of Shop Drawings and Photographs	\$ _____
01 35 29.13-1	Site Specific Health and Safety Plan	\$ _____
01 35 29.13-2	Wildlife Monitoring Services, including ATVs	\$ _____
01 35 43-1	Environmental Protection Supplies	\$ _____
01 53 00-1	Mobilization of all Equipment and Materials	\$ _____
01 53 00-2	Demobilization of all Equipment and Materials	\$ _____
01 53 00-3	Transportation of Contractor's Personnel	\$ _____
01 54 00-1	Supply, Operation and Maintenance of Camp Facilities and Equipment	\$ _____
01 71 00-1	Survey Requirements	\$ _____
01 77 00-1	Post-Demobilization Inspection	\$ _____
01 78 00-1	Project Record Documents	\$ _____
02 41 16-1	Structure Demolition: AEC 3	\$ _____
02 41 16-2	Structure Demolition: AEC 6	\$ _____
02 41 23-1	Debris and Miscellaneous Removals	\$ _____
02 65 00.01-1	Cleaning of all Site FSTs	\$ _____
02 65 00.01-2	Hazardous Paint Removal, Breaking, and Disposal of FSTs	\$ _____
02 65 00.01-3	Collection, Cleaning and Disposal of Pipelines Associated with the FSTs	\$ _____
02 81 01-5	Containerization and Off-Site Transport of Known Hazardous Materials to Contractor's Designated Hazardous Waste Disposal Facility	\$ _____

Solicitation No. - N° de l'invitation
EW699-222278/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS030

Client Ref. No. - N° de réf. du client
EW699-222278

File No. - N° du dossier
NCS-1-44134

CCC No./N° CCC - FMS No./N° VME

31 22 13-7	Access Road Upgrading and Maintenance	\$ _____

APPENDIX 3 - LISTING OF SUBCONTRACTORS

The Bidder must submit the list of Subcontractors and Suppliers for any division of the Work as listed in the table below. If "own forces" of the General Contractor are planned to be used to execute certain division(s) of work it must also be indicated in the table below.

	Subcontractors and Suppliers	Division
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

APPENDIX 4 - VOLUNTARY CERTIFICATION TO SUPPORT THE USE OF APPRENTICES

(page 1 of 2)

PUBLIC WORKS AND GOVERNMENT SERVICES CANADA APPRENTICE PROCUREMENT INITIATIVE

1. To encourage employers to participate in apprenticeship training, Bidders bidding on construction and maintenance contracts by Public Works and Government Services Canada (PWGSC) are being asked to sign a voluntary certification, signaling their commitment to hire and train apprentices.
2. Canada is facing skills shortages across various sectors and regions, especially in the skilled trades. Equipping Canadians with skills and training is a shared responsibility. The Government of Canada made a commitment to support the use of apprentices in federal construction and maintenance contracts. Contractors have an important role in supporting apprentices through hiring and training and are encouraged to certify that they are providing opportunities to apprentices as part of doing business with the Government of Canada.
3. The Government of Canada is encouraging apprenticeships and careers in the skilled trades. In addition, the government offers a tax credit to employers to encourage them to hire apprentices. Information on this tax measure administered by the Canada Revenue Agency can be found at: www.cra-arc.gc.ca. Employers are also encouraged to find out what additional information and supports are available from their respective provincial or territorial jurisdiction.
4. Signed certifications on page 2 of 2 will be used to better understand contractor use of apprentices on Government of Canada maintenance and construction contracts and may inform future policy and program development.
5. The Contractor hereby certifies the following:

In order to help meet demand for skilled trades people, the Contractor agrees to use, and require its subcontractors to use, reasonable commercial efforts to hire and train registered apprentices, to strive to fully utilize allowable apprenticeship ratios* and to respect any hiring requirements prescribed by provincial or territorial statutes

The Contractor hereby consents to this information being collected and held by PWGSC, and Employment and Social Development Canada to support work to gather data on the hiring and training of apprentices in federal construction and maintenance contracts.

To support this initiative, a voluntary certification signaling the Contractor's commitment to hire and train apprentices is available on page 2 of 2.

If you accept fill out and sign page 2 of 2

** The journeyman-apprentice ratio is defined as the number of qualified/certified journeymen 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 5 - QUALIFICATION FORM

EVALUATION AND RATING

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

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

Highest combined rating of Inuit Benefits Plan commitment, technical merit, and price – Limited to Inuit Firm Registry

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory criteria, including being registered on the [Inuit Firm Registry \(IFR\)](#);
 - c. obtain the required minimum of 240 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 400 points.
2. Bids not meeting the requirements specified in Section 1 will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of total IBP merit, technical merit and price. The ratio will be 30% for the total IBP merit, 40% for the technical merit and 30% for price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available, multiplied by the ratio of 40%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30% as follows: lowest evaluated price / bid price, multiplied by the ratio of 30%.
6. The IBP merit score for each criterion will be determined as follows: The total number of points obtained for that criterion / maximum number of points available for that criterion, multiplied by the percentage ratio applicable for that criterion.
7. The total IBP merit score is the combined sum total of all individual IBP merit scores.
 - i. Inuit Employment 10%
 - ii. Inuit Training and Skills Development 10%
 - iii. Inuit Ownership (Contractor and subcontractors) 6%
 - iv. Location in the Nunavut Settlement Area (NSA) 4%
8. For each responsive bid, the total IBP merit score for each criterion, the technical merit score, and the pricing score will be added to determine its combined rating.
9. 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 total IBP merit score, technical merit score, and pricing score will be recommended for award of a contract. In the case of a tie, the bid with the lower price will be selected.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 30/40/30 ratio of total IBP merit score, technical merit score, and pricing score, respectively. In this example, Inuit employment is weighted at 10%, Inuit Training and Skills Development is weighted at 10%, Inuit Ownership

(Contractor and subcontractors) is weighted at 6%, and Location in the Nunavut Settlement Area (NSA) is 4%. Note that this is for illustrative purposes only and the values for the present solicitation may differ.

EXAMPLE: Basis of Selection - Highest Combined Rating of Total IBP Merit (30%), Technical Merit (40%), and Price (30%).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		630/700	595/700	665/700
Bid Evaluated Price		\$16,000,000	\$17,000,000	\$20,000,000
Inuit Benefits Plan	Inuit Employment Score	79/100	82/100	84/100
	Inuit Training Score	34/100	67/100	100/100
	Inuit Ownership Score	24/60	51/60	36/60
	Location in NSA Score	40/40	40/40	40/40
Calculations: Technical Merit & Price	Technical Merit Score	630/700 x 40 = 36	595/700 x 40 = 34	665/700 x 40 = 38
	Pricing Score	16/16 x 30 = 30	16/17 x 30 = 28.2	16/20 x 30 = 24
Calculations: Total IBP Merit Score	Inuit Employment Merit Score	79/100 x 10 = 7.9	82/100 x 10 = 8.2	84/100 x 10 = 8.4
	Inuit Training Merit Score	34/100 x 10 = 3.4	67/100 x 10 = 6.7	100/100 x 10 = 10
	Inuit Ownership Merit Score	24/60 x 6 = 2.4	51/60 x 6 = 5.1	36/60 x 6 = 3.6
	Location in NSA Merit Score	40/40 x 4 = 4	40/40 x 4 = 4.0	40/40 x 4 = 4.0
Combined Rating		83.7	86.2	88.0
Overall Rating		3 rd	2 nd	1 st

EVALUATION AND RATING

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

Point Rated Criteria:

The Technical, Management and Organization, and IBP parts of the bid will be evaluated by the Evaluation Board under the Technical, Management and Organization, and Inuit Benefits Plan Evaluation Criterion listed in the Evaluation Criteria Table and as further explained in the Submission Requirements.

An evaluation team (PWGSC Evaluation Board) composed of representatives of Canada will evaluate the bids.

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	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates an excellent understanding of the requirements

		some areas 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

Technical Evaluation Criterion	Weight Factor	Rating	Technical Points Rating	Minimum Pass Mark
1. Technical Proposal			0-300	180
1.1 Project Understanding	20			-
1.2 Mobilization, Demobilization and Logistics	30			-
1.3 Camp Operations and Maintenance	30			18
1.4 Remediation Work Plans	130			85
1.5 Health, Safety and Environment	50			30
1.6 Schedule	40			-
2. Management and Organization Proposal			0-100	60
2.1 Company Joint Venture Qualifications and Experience	20			-
2.2 Project Examples and Client References	20			-
2.3 Qualifications of Key Personnel	50			30
2.4 Organization Chart	10			-
3. Inuit Benefits Plan			0-300	
3.1.1 EIE - Hours Commitment	40			
3.1.2 EIE - Dollar Value Commitment	40			
3.1.3 EIE - IBP Commitment Implementation	20			
3.2.1 EIT - Hours Commitment	40			
3.2.2 EIT - Dollar Value Commitment	40			
3.2.3 EIT - IBP Commitment Implementation	20			

3.3.1 Inuit Ownership - Dollar Value Commitment	40			
3.3.2 Inuit Ownership - IBP Commitment Implementation	20			
3.4.1 NSA Location - Commitment	40			
			0-1000	

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.

*PB = subject to Phased Bid Compliance

ITEM	CATEGORY	AVAIL- ABLE POINTS	MIN. PASS MARK
1.1	Project Understanding and Submittals	20	
	Describe the Bidder's interpretation of the top five risks and proposed mitigations for the Coral Harbour Remediation Project. 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.		
1.2	Mobilization, Demobilization, Equipment and Logistical Considerations 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: a. 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. b. A detailed description of all air and/or overland transportation to and from the site including mobilization, demobilization and resupply transportation during active remediation. Discuss transportation between areas of the site and safe interactions with public road use. c. A description of the methodology for constructing or upgrading roads, access trails or barge landing areas required for the execution of the work. Include a description for maintenance of and final decommissioning of access roads, trails	30	

	<p>or landing areas at the end of the project.</p> <p>d. 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.</p> <p>e. 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> <p>f. 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 construction season and the associated mitigation measures.</p>		
PB 1.3	<p>Camp Operations and Maintenance</p> <p>1. Provide a detailed description of the methodology for completion of the scope of work.</p> <p>Details may include but are not limited to:</p> <ul style="list-style-type: none"> a. A description, location and conceptual layout of camp facility. b. Capacity at the camp, number of personnel, working hours, crew rotations, and crew transportation. c. Camp decommissioning and shut down procedures. d. Source(s) of domestic water and proposed treatment process if needed during operating season and during startup/shutdown. e. Details of wastewater management plan & solid waste management plan. f. Details on the communications system. g. Details of camp rules h. Site security and/or surveillance when camp is not occupied i. Details of the Wildlife Safety management plan. j. The provisions for PWGSC's Construction Representatives (PCRs) at the camp. <p>2. Demonstrate understanding of and compliance with applicable regulatory requirements, legislation, management plans and standard operating procedures as they relate to this task.</p> <p>3. Identify major risks/potential problems and mitigative measures for the required scope of work.</p>	30	18/30 (60%)
PB 1.4	<p>Remediation Work Plan</p> <p>Provide a detailed Remediation Work Plan to demonstrate the Bidder's approach to the remediation work. The work plan is to describe, for each scope item:</p> <ul style="list-style-type: none"> • Methodology for completing the work • Equipment and personnel required • Timing/sequencing/schedule of construction (or specific reference to the Schedule provided in response to Section 1.5) including discussion of interdependencies with other scope items • Regulatory requirements and considerations • Quality control risks and mitigation details • Major risks/potential problems and associated mitigations. <p>Reference all technical specification sections when developing the Work Plan to ensure all required items are addressed.</p>	130	85/130 (65%)

	<p>The Remediation Work Plan is to include but is not limited to:</p> <ol style="list-style-type: none"> Debris collection and segregation including details of material processing areas Remediation of Buried Debris Demolition of structures and fuel storage tanks <ol style="list-style-type: none"> Removal of fuel storage tanks from service Hazardous material/debris management and disposal <ol style="list-style-type: none"> Details of containers Material storage and tracking prior to disposal Written confirmation from final disposal facilities Non-Hazardous Landfill Construction, operation and closure <ol style="list-style-type: none"> Details of waste placement Size reduction and/or compaction methods Contaminated soil excavation and disposal and/or treatment <ol style="list-style-type: none"> Details of selected method of disposal or treatment Details of treatment plan including location of treatment area, if applicable Details of containers to be used, storage of containers and final disposal location, if applicable 		
PB 1.5	<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 and environmental risks associated with the project and the health, safety and environmental considerations to be undertaken with respect to the project work. This is not intended to be a completed health and safety plan and should focus on the sections indicated below. There is a suggested page limit of 30 pages for this section of the proposal.</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 (do not include SWPs, JSAs) Health and safety training requirements Traffic management plan COVID-19 procedures Site security procedures and temporary barriers and/or enclosures Spill Contingency Plan Emergency Response Plan Wildlife Management Plan Heritage Resources Plan Erosion, Sediment and Drainage control Plan 	50	30/50 (60%)
1.6	<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. Milestones are provided for each season. Schedule demonstrates the contract will be completed on or before March 15, 2025. 	40	

	<p>Provide a written discussion to accompany the schedule that addresses the following items:</p> <ul style="list-style-type: none"> a. Assumptions used in creating the schedule. b. Methods of managing the schedule in consideration of the identified risks. c. Assurance that the proposed Milestones (including the proposed status of each site at the end of each season) will be met and the understanding that time required in addition to the proposed schedule is at the contractor's cost. d. Major risks to the schedule and proposed mitigations. 		
Total Points Available This Section (Technical Proposal)			300
Minimum Points Acceptable Overall This Section (Technical Proposal)			180 (60%)
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.

*PB = subject to Phased Bid Compliance

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. Experience of sub-contractors will not be considered in this section. Proposals should include the following:</p> <ol style="list-style-type: none">Previous experience working on remediation projects of similar scope in remote northern locationsDescription of the proposed time/cost services and explanation of how schedule/cost control will be applied throughout the delivery of the ProjectProposed 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>	20	
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 one of the key personnel described in Section 2.3, including back-up and/or cross-shift personnel. Projects completed by sub-contractors will not be considered in this section.</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 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>The Evaluation Board will contact client references 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</p>	20	

	<p>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>		
PB 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</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</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 OHS Supervisor Familiarization certification as required by WSCC.</p> <p>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. On-Site Health and Safety Coordinator and Cross-Shift</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>D. Off-Site Health and Safety Coordinator</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> <p>E. Hazardous Waste Specialist</p> <p>Demonstrate field experience working on remediation projects similar in scope to the proposed project. Demonstrate that this experience includes identification of hazardous waste, testing and sample collection procedures, packaging and shipping requirements and procedures and applicable valid training and/or certifications.</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</p>	50	30/50 (60%)

	<p>must include details of responsibilities and dates corresponding to the identified projects.</p> <p>Education, certifications, training or similar achievements are to include dates and indication of validity, if applicable.</p> <p>Resumes can only be up to 2 standard letter size 8x10 pages in length each. If more than 2 pages are submitted, only the first 2 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 beneficiaries of the Nunavut Settlement Agreement. 6. Show the relationship between CIRNAC, PSPC (Departmental Representative), PWGSC's Construction Representative (PCR), Contractor's Staff, Sub-Contractors and provide a written discussion of the proposed lines of communication for all parties 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. 	10	
	Total Points Available This Section (Mgmt. and Organizational Proposal)		100
	Minimum Points Acceptable Overall This Section (Mgmt. and Organizational Proposal)		60 (60%)

Solicitation No. - N° de l'invitation
EW699-222278/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS030

Client Ref. No. - N° de réf. du client
EW699-222278

File No. - N° du dossier
NCS-1-44134

CCC No./N° CCC - FMS No./N° VME

	Total Points Awarded This Section (Mgmt. and Organizational Proposal)	
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Maximum Points Available for Point Rated Criteria	400
Minimum Points Acceptable Overall for Point Rated Criteria	240

To be considered further, bidders must achieve a minimum pass mark for each section and an overall Technical Rating of 240 points out of 400 points available as specified above. No further consideration will be given to bidders not achieving the pass marks identified.

APPENDIX 6 - INUIT BENEFITS PLAN

Canada requests that Bidders maximize the participation of Inuit people and businesses, as well as businesses located in the Nunavut Settlement Area (NSA), in the performance of this procurement. The Bidder's Inuit Benefits Plan (IBP) will be the document containing the Bidders' commitments related to these objectives. In its IBP, the Bidder should detail and support the achievability of its commitments related to Nunavut Benefits and Inuit Benefits, for each of the IBP criteria, as described in Annex C (INUIT BENEFITS PLAN EVALUATION).

Canada reserves the right, but is not obligated, to verify any information provided in the IBP. Any untrue statements made by the Bidder in its IBP may result in the bid being declared non-responsive or in the Contractor being in default to the terms of the contract.

The Bidder acknowledges that the IBP evaluation criteria represents Canada's solemn efforts to uphold Canada's constitutional obligations to the Inuit of Nunavut, and that the true value of IBP commitments may not be entirely pecuniary and, as such, cannot be fully represented by a dollar value alone.

The Bidder also acknowledges that, if selected to be the Contractor, the commitments in its IBP will become contractual obligations, and that in future solicitations processes, Canada will retain per the Standard Instructions the right to review past performances and records of delivering IBP obligations to determine a Bidder's ability to do so in future projects.

For follow-up purposes, the leaders of the modern treaty rights holders impacted by this procurement may receive copies of the Contractor's IBP, IBP Progress Reports and periodically receive performance monitoring results.

If there is insufficient space in the tables below, add additional lines as need be.

Key Terms

1. Eligible Inuit Employee (EIE) is:

- a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement (<https://nlca.tunngavik.com/>) at the time such work is performed, and
- c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at: https://www.tunngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/

2. Eligible Inuit Trainee (EIT) is:

- a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement (<https://nlca.tunngavik.com/>) at the time such work is performed, and
- c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an "Eligible Inuit Employee" or as an "Eligible Inuit Trainee", not both).

3. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR). (<https://inuitfirm.tunngavik.com/>) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

4. Quality Factor (QF)

- a) The result of a multiplier (or multipliers) applied to IBP Criteria, for evaluation purposes only, that are specifically-designed to encourage bidders to propose specific employment and training proposals in their IBPs.

5. Fiscal Year (FY)

- a) April 1 – March 31. The one year period used by the Government of Canada for financial reporting and budgeting purposes.

INUIT BENEFITS PLAN EVALUATION**Commitment Tables**

Bidders should fill out the commitment tables for each criteria at Annex "C" (INUIT BENEFITS PLAN) to be awarded points, adding lines to such tables as need be.

Evaluation of IBP Commitments

Bidders will be evaluated on their IBP Commitments, for each criterion in accordance with the solicitation clause entitled "Basis of selection".

Score Calculations for IBP Commitments

The score for each IBP criterion will be the summation of the points for all sub criteria for that IBP criterion. The commitment for sub criteria related to EIE/EIT hours, employee/trainee numbers, quality of work/training and dollar value commitments, will be prorated against the highest commitment for each of those sub criterion as follows: the commitment for that sub criterion / the highest commitment for that sub criterion multiplied by the total points available for that sub criterion.

EXAMPLE

EMPLOYMENT OF EIE		Bidder 1	Bidder 2	Bidder 3
1.1	EIE Hours Commitment	45	60	35
	Total points available = 35	$45/60 \times 15 = 11.25$	$60/60 \times 15 = 15$	$35/60 \times 15 = 8.75$
1.2	EIE Dollar Value Commitment	\$5000	\$5500	\$6000
	Total points available = 35	$\$5000 / \$6000 \times 15 = 12.5$	$\$5500 / \$6000 \times 15 = 13.75$	$\$6000 / \$6000 \times 15 = 15$
1.3	EIE IBP Commitment Implementation	See "Score Calculations for IBP Commitment Implementation"		
	Total points available = 30	8	4	10
Inuit Employment Score (40 Points available) :		31.75/40	32.75/40	33.75/40

Evaluation of IBP Commitment Implementation

Bidders will be evaluated on their written plan, both for integrating IBP commitments and for detailing their strategy as to how they will deliver such IBP commitments. The examples provided in the "IBP Commitment Implementation" section of each criterion are what a bidder should provide, at a minimum, to support the achievability of the IBP. It is not an exhaustive list. Bidders should provide sufficient proof to support the plan outlined and the commitments made.

Score Calculations for IBP Commitment Implementation

Each criterion indicates what information the Bidder should provide to support their demonstration of how they intend to fulfill the corresponding commitments. To receive points for the IBP Commitment Implementation for applicable criterion, the information must be submitted with the bid prior to bid closing. Scores will be attributed as described below in the IBP – Commitment Implementation section of each criterion.

INUIT EMPLOYMENT**Commitment Table 1 – EIE Commitment**

Hourly rate must be the gross dollar value paid (in CAD) to the EIEs for work performed under the contract.

Commitments below identify EIE hours **regardless of whether they are performed by the Contractor or subcontractor staff.**

Eligible Inuit Employment commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.

Bidders are required to detail commitments for each Fiscal Year in the corresponding tables.

Quality Factor Rating

Resident Factor (R1)	
*Coral Harbour Resident (CH)	X 1.3
NSA Beneficiary from outside Coral Harbour (NSA)	X 1

*Coral Harbour Resident = A beneficiary of the Nunavut Settlement Agreement whose primary residence is located in the hamlet of Coral Harbour, NU. Note that proof of residency may be required.

1-A Total EIE

Fiscal Year:

2022 - 2023

						FOR EVALUATION PURPOSES ONLY	
ITEM	Position	R1	R1 Quality	Hourly Rate (X)	Total EIE Hours (Y)	EIE Quality Factor Hours Y(R1)	Dollar Value (X x Y)
EIE -1	<i>Forklift Operator</i>	<i>CH</i>	<i>1.5</i>	\$18.00	100	150	\$1800.00
EIE -2				\$			\$
EIE -X				\$			\$
EIE -X				\$			\$
Total for this Fiscal Year						(AR1-A)	(A2-A)

1-B Total EIEFiscal Year: 2023 - 2024

FOR EVALUATION PURPOSES ONLY							
ITEM	Position	R1	R1 Quality	Hourly Rate (X)	Total EIE Hours (Y)	EIE Quality Factor Hours Y(R1)	Dollar Value (X x Y)
						(no. of Rs)	
EIE -1	Forklift Operator	CH	1.5	\$18.00	100	150	\$1800.00
EIE -2				\$			\$
EIE -X				\$			\$
EIE -X				\$			\$
Total for this Fiscal Year						(AR1-B)	(A2-B)

1-C Total EIEFiscal Year: FY 2024 - 2025

FOR EVALUATION PURPOSES ONLY							
ITEM	Position	R1	R1 Quality	Hourly Rate (X)	Total EIE Hours (Y)	EIE Quality Factor Hours Y(R1)	Dollar Value (X x Y)
						(no. of Rs)	
EIE -1	Forklift Operator	CH	1.5	\$18.00	100	150	\$1800.00
EIE -2				\$			\$
EIE -X				\$			\$
EIE -X				\$			\$
Total for this Fiscal Year						(AR1-C)	(A2-C)

EMPLOYMENT OF EIE**This criterion is worth 10% of the bid evaluation points available.****IMPORTANT:** To achieve points, Bidders **should** detail commitments in Table 1-A through 1-C above.

3.1.1	<p>EIE – Hours Commitment Bidders will be evaluated on their commitment to employ EIE, in carrying out the work. The commitments identified below relate specifically to EIE hours regardless of whether performed by the Contractor or subcontractor staff.</p> <p>Eligible Inuit Employment commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p>Total EIE hours – Quality Factor (Contractor and subcontractor): AR1-A + AR1-B + AR1-C = _____</p>	/35
3.1.2	<p>EIE – Dollar value Commitment Bidders will be evaluated on the total dollar value commitment to employ EIE, in carrying out the work. The commitments identified below relate specifically to the total dollar value for EIE hours regardless of whether performed by the Contractor or subcontractor staff.</p> <p>Eligible Inuit Employment commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Inuit Ownership commitments.</p> <p>Total dollar value of EIE hours (Contractor and subcontractor): A2-A + A2-B + A2-C = \$ _____</p>	/35
3.1.3	<p>EIE – IBP Commitment Implementation Bidders must provide a written plan of engagements, measures, and proposed procedures they will implement to deliver their EIE commitments.</p> <p>The plan will be evaluated against the Generic Evaluation Table included in Appendix 5. Note that the evaluation table is scored from 1-10 and all scores given will be multiplied by a weight factor of 3.</p> <p>The following is information required, at a minimum, to demonstrate Inuit labour commitment:</p> <ul style="list-style-type: none"> • Experience to be gained; • The sustainability of the jobs; • Human resource strategies for Inuit recruitment, • Human resource strategies for retention, succession planning and staff management • Description of previous 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. • To identify potential new employees, the Bidder may contact the Nunavut Apprenticeship, trade and occupations certification Unit (https://www.gov.nu.ca/family-services/information/apprenticeship-trade-and-occupations-certification). 	/30
Total Points Available for the Employment of EIE		/100

INUIT TRAINING AND SKILLS DEVELOPMENT**Commitment Table 2 – EIT Commitment**

Dollar value is in CAD and is for training provided to the Eligible Inuit Trainee working on this contract.

Commitments below identify EITs and EIT hours **regardless of whether they are provided by the Contractor or subcontractor staff**

Eligible Inuit Training commitments **must not include** any commitments already included under the Eligibility Inuit Employment commitments or Inuit Ownership commitments.

Bidders are required to detail commitments for each Fiscal Year in the corresponding tables.

Quality Factor Rating (QR)

<u>Training Type</u> <u>Quality Rating (R1)</u>	
Apprenticeship = AP	X 2
Training resulting in a Third Party Certification = TC	X 1.5
On The Job Training = OTJ	X 1

2-A Total EIT

Fiscal Year:

2022-23

					FOR EVALUATION PURPOSES ONLY	
ITEM	Training Type	R1	R1 Quality	Total EIT Training Hours for all EIT (Y)	EIT Quality Factor Hours Y (R1)	Dollar Value of Training Provided
EIT -1	<i>Forklift Training</i>	AC	2	100	166	\$1800.00
EIT -2						\$
EIT -3						\$
EIT -4						\$
Total for this Fiscal Year					(ER1-A)	(E2-A)

2-B Total EIT

Fiscal Year:

2023-24

					FOR EVALUATION PURPOSES ONLY	
ITEM	Training Type	R1	R1 Quality	Total EIT Training Hours for all EIT (Y)	EIT Quality Factor Hours Y (R1)	Dollar Value of Training Provided

Solicitation No. - N° de l'invitation
EW699-222278/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS030

Client Ref. No. - N° de réf. du client
EW699-222278

File No. - N° du dossier
NCS-1-44134

CCC No./N° CCC - FMS No./N° VME

EIT -1	<i>Forklift Training</i>	AC	2	100	166	\$1800.00
EIT -2						\$
EIT -3						\$
EIT -4						\$
Total for this Fiscal Year					(ER1-B)	(E2-B)

2-C Total EIT

Fiscal Year:

2024-25

					FOR EVALUATION PURPOSES ONLY	
ITEM	Training Type	R1	R1 Quality	Total EIT Training Hours for all EIT (Y)	EIT Quality Factor Hours Y (R1)	Dollar Value of Training Provided
EIT -1	<i>Forklift Training</i>	AC	2	100	166	\$1800.00
EIT -2						\$
EIT -3						\$
EIT -4						\$
Total for this Fiscal Year					(ER1-C)	(E2-C)

INUIT TRAINING AND SKILLS DEVELOPMENT

This criterion is worth 10% of the bid evaluation points available

IMPORTANT: To achieve points, Bidders **should** detail commitments in Table 2-A through 2-C above.

3.2.1	<p>EIT – Hours Commitment Bidders will be evaluated on their commitment to employ EITs in carrying out the work. The commitments below relate specifically to EITs who work toward the performance of the contract, regardless of whether they will be trained by the Contractor or subcontractor or a third party or if their training will be paid by the Contractor or a subcontractor.</p> <p>NOTE: Commitments captured in the “Employment of EIE” Must not be included in this section</p> <ul style="list-style-type: none"> • Training is understood as inclusive of all types of training, apprenticeship and on-the-job skills development, on the condition that the EIT does in fact contribute to the advancement of the work to be performed, although at a pace allowing for learning and skills development. • Apprenticeship and other applicable training and skills development programs are considered delivered when the EIT has acquired certifiable work skills. This may be achieved through an independent third party certification process. <p>Eligible Inuit Training commitments must not include any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total EIT hours – Quality Factor: _____ (ER1) ER1-A + ER1-B + ER1-C = _____</p>	/35
3.2.2	<p>EIT – Dollar value Commitment Bidder will be evaluated on the total dollar value commitment to train and skill develop EITs</p> <p>NOTE: Commitments captured in “Employment of EIE” must not be included in this section</p> <ul style="list-style-type: none"> • Instructor rates, materials, or other training or skill development supplies that may be required may be eligible for consideration as a financial commitment. • External or third-party training costs may be eligible for consideration. <p>Eligible Inuit Training commitments must not include any commitments already included under the Eligible Inuit Employment commitments or the Inuit Ownership commitments.</p> <p style="text-align: right;">Total dollar value of Inuit Training and Skills Development: _____ (E2) E2-A + E2-B + E2-C = \$ _____</p>	/35
3.2.3	<p>EIT – IBP Commitment Implementation Bidders must provide a written plan of engagements, measures, and proposed procedures to be taken to deliver on the Inuit Training and Skills Development criteria.</p> <p>The plan will be evaluated against the Generic Evaluation Table included in Appendix 5. Note that the evaluation table is scored from 1-10 and all scores given will be multiplied by a weight factor of 3</p> <p>The following is information required, at a minimum, to demonstrate Inuit training and skills development commitment:</p> <ul style="list-style-type: none"> • Bidders are to identify what on-the-job or in-house training will consist of and the category of work • details on the type of training being offered and how it is relevant to the procurement (such as apprenticeships, school programs, internal/external training); • total number of Inuit training hours committed; 	/30

	<ul style="list-style-type: none">the skills the training will develop (such as specialization, certification, or accreditation obtained);effectiveness of the training delivery approach (such as classroom or fieldwork);strategies for retaining Inuit who have completed training;the duration of training; and the number of Inuit to be trained	
Total Points Available for Inuit Training and Skills Development		/100

INUIT OWNERSHIP**Commitment Table 3 – Inuit Ownership Commitment**

Inuit Ownership commitments **must not include** any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.

Bidders are required to detail commitments for each Fiscal Year in the corresponding tables.

3-A Total Inuit Contractor/Sub-Contracting/Supplier Commitment

Fiscal Year: 2022-2023

ITEM	Company Name (Contractor)	Description of the Work	Inuit Firm ID	Dollar Value of Contractor Portion
IFR-1				\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Dollar Value of the Subcontract or Services
IFR-2				\$
IFR-3				\$
IFR-4				\$
IFR-5				\$
IFR-6				\$
Total for this Fiscal Year				

3-B Total Inuit Contractor/Sub-Contracting/Supplier Commitment

Fiscal Year: 2023/24

ITEM	Company Name (Contractor)	Description of the Work	Inuit Firm ID	Dollar Value of Contractor Portion
IFR-1				\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Dollar Value of the Subcontract or Services
IFR-2				\$
IFR-3				\$

Solicitation No. - N° de l'invitation
EW699-222278/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS030

Client Ref. No. - N° de réf. du client
EW699-222278

File No. - N° du dossier
NCS-1-44134

CCC No./N° CCC - FMS No./N° VME

IFR-4				\$
IFR-5				\$
IFR-6				\$
Total for this Fiscal Year				

3-C Total Inuit Contractor/Sub-Contracting/Supplier Commitment

Fiscal Year: 2024/25

ITEM	Company Name (Contractor)	Description of the Work	Inuit Firm ID	Dollar Value of Contractor Portion
IFR-1				\$
	Company Name (subcontractor/supplier)	Description of the Work	Inuit Firm ID	Dollar Value of the Subcontract or Services
IFR-2				\$
IFR-3				\$
IFR-4				\$
IFR-5				\$
IFR-6				\$
Total for this Fiscal Year				

Total IFR (Contractor/Subcontractor/Supplier) for all Fiscal Years	Total Dollar Value (Contractor and subcontractor)	
	\$	(F)

This criterion is worth 6% of the bid evaluation points available.

IMPORTANT: To achieve points, Bidders should detail commitments in Table 3-A through 3-C above.

3.3.1	<p>Inuit Ownership – Dollar value Commitment</p> <p>The use of Inuit Firm Registry (IFR) Contractor/subcontractors/suppliers in carrying out the contract.</p> <p>Bidders will be evaluated on their firm commitment to use IFR subcontractors for services or the procurement of supplies and equipment from IFR businesses.</p> <p>1. If the Contractor is an IFR firm, the total dollar value of the IFR contracting will also include the Contractor's portion of the contract.</p> <p>Eligible Inuit Ownership commitments must not include any commitments already included under the Eligible Inuit Training commitments or the Eligible Inuit Employment commitments.</p>	/40
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	Dollar value of IFR portion of the contract (Contractor/subcontractors/suppliers): _____ (F)	
3.3.2	Inuit Ownership - IBP Commitment Implementation Bidders must provide a written plan of engagements, measures, and proposed procedures for their deliver on the Inuit Ownership (of Contractor/sub-contractor/suppliers) criteria. The plan will be evaluated against the Generic Evaluation Table included in Appendix 5. Note that the evaluation table is scored from 1-10 and all scores given will be multiplied by a weight factor of 3 The following is information required, at a minimum, to demonstrate Inuit ownership commitment: <ul style="list-style-type: none">• Engagements with IFR contractors and subcontractors• Confirmation of availability for the contract period or have a signed and valid quote,	/20
Total Points Available for Inuit Ownership (of Contractor or sub-contractor/suppliers)		/60

LOCATION IN THE NUNAVUT SETTLEMENT AREA**Commitment Table 4 – NSA Location Commitment**

Bidders are required to detail commitments for each Fiscal Year in the corresponding tables.

4-A Location of Business in the NSA

Fiscal Year: 2022/23

Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA

4-B Location of Business in the NSA

Fiscal Year: 2023/24

Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA

4-C Location of Business in the NSAFiscal Year: 2024/25

Company Name (Contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA

LOCATION IN THE NUNAVUT SETTLEMENT AREA

LOCATION OF BUSINESS IN THE NUNAVUT SETTLEMENT AREA (NSA) This criterion is worth 4% of the bid evaluation points available IMPORTANT: To achieve points, Bidders <u>should</u> detail commitments in Table 4-A through 4-C above.		
3.4.1	<p>NSA Location – Commitment</p> <p>Bidders will be evaluated on their new or existing location of business in the NSA in performing work under the government contract.</p> <p>Contractor may have head offices, administrative offices, or other staffed facilities.</p> <p>A maximum of 40 points will be assigned for this criterion. Note that points will only be given for one of the three options below according to what the bidder indicates in the supporting documentation.</p> <p>Points will be assigned as follows:</p> <p>Contractor:</p> <ol style="list-style-type: none">1. Head Offices (40/40 points)2. Administrative Offices only (20/40 points)3. Other Staffed Facilities only (10/40 points) <p>Bidders must provide supporting documentation regarding the locations submitted. Information to include:</p> <ul style="list-style-type: none">• a description of the locations, including addresses;• describe the nature of the firm's presence in the NSA; and• number of years the firm has been in the identified locations in the NSA.	/40
Total Points Available for Inuit Location		/40

Solicitation No. - N° de l'invitation
EW699-222278/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS030

Client Ref. No. - N° de réf. du client
EW699-222278

File No. - N° du dossier
NCS-1-44134

CCC No./N° CCC - FMS No./N° VME

APPENDIX 7 – DEPARTMENTAL REPRESENTATIVE'S AUTHORITY

Name: Monnette Calixto
Title: A/Procurement Specialist
Department: Public Works and Government Services Canada
Telephone: 204-899-9768
E-mail: Monnette.Calixto@tpsgc-pwgsc.gc.ca

TO BE PROVIDED AT CONTRACT AWARD

Technical Authority:

Name: _____

Title: _____

Department: _____

Division: _____

Telephone: ____ - ____ - ____

e-mail: _____

APPENDIX 8 – 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
EW699-222278/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS030

Client Ref. No. - N° de réf. du client
EW699-222278

File No. - N° du dossier
NCS-1-44134

CCC No./N° CCC - FMS No./N° VME

ANNEX A - SPECIFICATIONS AND DRAWINGS

<https://docs.b360.autodesk.com/shares/4409e5bf-1474-48cf-934a-3309013d19d3>

Solicitation No. - N° de l'invitation
EW699-222278/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
NCS030

Client Ref. No. - N° de réf. du client
EW699-222278

File No. - N° du dossier
NCS-1-44134

CCC No./N° CCC - FMS No./N° VME

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

CERTIFICATE OF INSURANCE

Page 1 of 2



Travaux publics et
Services gouvernementaux
Canada

Public Works and
Government Services
Canada

Description and Location of Work Coral Harbour Remediation Coral Harbour, NU	Contract No. EW699-222278/001/NCS Project No. R.112158.017
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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>His majesty the king 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.

<div></div> Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)	<div></div> Telephone number
<div></div> Signature	<div></div> 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 His majesty the king 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.

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

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

ANNEX C IBP PROGRESS REPORT

The IBP Progress Report is comprised of 4 tables which the Contractor must fill in, as indicated in this Annex, and submit with every invoice *AND no later than 10 calendar days after the end of each fiscal year (March 31)*.

The tables will demonstrate the Contractor's compliance with its IBP, providing information, including the cost breakdown, on all IBP achievements in each period and fiscal year of the Contract as well as the cumulative total of IBP obligations delivered since the beginning of the Contract.

If so requested by Canada, the Contractor must be able to provide a full description of all of the Work that has been completed in accordance with the IBP, and to present before Canada the supporting documentation (i.e. employees coordinates, time sheets, invoices, receipts, vouchers etc). The Contractor must also maintain such records for audit purposes in accordance with the General Conditions.

The Contractor is required to certify the information contained in every IBP Progress Report submitted. If Contractor Certification is not provided, the IBP Progress Report will be deemed incomplete and will not be accepted.

Disclosure of Information

1. The Contractor agrees to the disclosure of the IBP and the IBP Progress Reports by Canada, including to Indigenous treaty rights-holders or their designated representatives, Parliamentary Committees and to any independent professional contracted to determine whether the Contractor has met its contractual obligations related to the IBP. The Contractor warrants to have secured from its subcontractors and suppliers similar consents to disclosure by Canada as the IBP and the IBP Progress Report could contain information regarding such subcontractors and suppliers. The Contractor further agrees that it will have no right to claim against Canada, its employees, agents or servants, in relation to such disclosures of information.
2. The Contractor undertakes **not to include** in the IBP or in the IBP Progress Reports **any information that cannot be shared publicly** or that could constitute **private information** under the *Privacy Act* (R.S.C., 1985, c. P-21) (e.g.name, home address, personal email, telephone number, social security number, driver license number, etc.). However, the Contractor, its subcontractors and its suppliers, must maintain such records for audit purposes in accordance with the General Conditions.

Deviations

If the delivery of IBP obligations is below the IBP commitment, the Contractor must include a detailed explanation. In circumstances where the Contractor can clearly demonstrate that reasonable efforts were made to meet the IBP obligations but could not be met due to circumstances out of the Contractor's control, the Contractor will nevertheless be expected to have maximized IBP obligations to the level that was possible. See the Contract terms for further details regarding such situations.

The Contractor must **inform the Contracting Authority immediately** without waiting for the submission of an IBP Progress Report if a deviation from the expected outcome may occur.

Key Terms

1. Eligible Inuit Employee (EIE) is:
 - a) An individual who is working toward the performance of the Contract either as a permanent, part-time or casual employee of the Contractor or as an employee of a subcontractor, and
 - b) a beneficiary of the Nunavut Agreement (<https://nlca.tunngavik.com/>) at the time such work is performed, and
 - c) is not an Eligible Inuit Trainee.

To confirm whether an employee is a beneficiary of the Nunavut Agreement, the Bidder may contact the Inuit Enrolment List Administrator with such employee's beneficiary number, Toll Free: 1-888-236-5400.

Additional information on the Inuit Enrolment List is available at:

https://www.tunngavik.com/initiative_pages/enrolment-program/enrol-in-the-nunavut-agreement/

2. Eligible Inuit Trainee (EIT) is:

- a) an individual who is working toward the performance of the Contract either as a trainee of the Contractor or as a trainee of a subcontractor, and
- b) a beneficiary of the Nunavut Agreement (<https://nlca.tunngavik.com/>) at the time such work is performed, and
- c) is not an Eligible Inuit Employee (i.e. while this individual can be an employee, inclusion for IBP purposes can only count once, that is either as an "Eligible Inuit Employee" or as an "Eligible Inuit Trainee", not both).

3. Inuit Firm Registry (IFR) Firm (contractor/supplier/subcontractor) is:

- a) A firm, the name of which appears on the most current list of Inuit firms of the Inuit Firm Registry(IFR).
(<https://inuitfirm.tunngavik.com/>) A registry maintained by the modern treaty rights holders in accordance with the Nunavut Agreement.

INUIT EMPLOYMENT**Table 1 – EIE Progress Report**

“Hourly rate” must be the gross dollar value paid (in CAD) to the EIE for that position and seniority for the work performed under the contract. Add as many lines as need be in the below table.

Progress Payment Period: _____

1-A EIE

ITEM	Hourly Rate	EIE Hours in this Progress Payment Period (Contractor and subcontractor)		Dollar Value paid to EIE in this Progress Payment Period (Contractor and subcontractor)	
		Committed	Achieved	Committed	Achieved
EIE - 1	\$			\$	
EIE - 2	\$			\$	
EIE - X	\$			\$	
Total for this Progress Payment Period				\$	\$

1-B EIE Cumulative

Total EIE Hours committed in the IBP (A1)		Total Dollar Value committed for EIE Hours in the IBP (A2)	\$
Total EIE Hours achieved for all Progress Payment Period, up to now and including this one		Total Dollar Value paid toward EIE Hours for all Progress Payment Period, up to now and including this one	\$
Total EIE Hours remaining to meet commitment		Total Dollar Value remaining to meet commitment	\$
% of EIE Hours achieved toward EIE hours committed		% Dollar Value paid toward EIE Hours committed	

On track (Yes or No) ? If no, the sections below **MUST** be completed prior to submission of this report

IBP Deviation Explanations (Use additional pages if necessary)

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Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)

Comments (Use additional pages if necessary)

INUIT TRAINING AND SKILLS DEVELOPMENT

Table 2 – EIT Progress Report

Progress Payment Period: _____
2-A Total EIT

ITEM	Total EIT training hours in this Progress Payment Period		Total Dollar Value spent on training in this Progress Payment Period	
	Committed	Achieved	Committed	Achieved
EIT -1			\$	\$
EIT -2			\$	\$
EIT -3			\$	\$
Total for this Progress Payment Period			\$	\$

1-B EIT Cumulative

Total of EIT training hours for all Progress Payment Period, up to now and including this one		Total Dollar Value spent on training in all Progress Payment Period, up to now and including this one	\$
Total of EIT training hours committed in the IBP (E1)		Total Dollar Value committed for training in the IBP (E2)	\$
Total of EIT training hours remaining to meet commitment		Total Dollar Value remaining to meet commitment	\$

On track (Yes or No) ? If no, the sections below **MUST** be completed prior to submission of this report

IBP Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)**Comments** (Use additional pages if necessary)**INUIT OWNERSHIP****Table 3 – Inuit Ownership Progress Report****3-A Total Inuit Contractor/Sub-Contracting/Supplier**

Progress Payment Period: _____

ITEM	Company Name (contractor)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Progress Payment Period	
				Committed	Achieved
IFR-1				\$	\$
	Company Name (subcontractor/supplier)	Description of the Work/Goods Supplied	Inuit Firm ID	Total Dollar Value in this Progress Payment Period for Subcontract or Supplies/Services	
				Committed	Achieved
IFR-2				\$	\$
IFR-3				\$	\$
IFR-4				\$	\$
IFR-5				\$	\$
IFR-6				\$	\$
Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in this Progress Payment Period				\$	\$

3-B Cumulative

Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services in all Progress Payment Period, including this one.	\$
Total Dollar Value for Inuit Contractor/Subcontracting or Supplies/Services committed in the IBP (F)	\$

Total Dollar Value remaining

\$

On track (Yes or No) ? If no, the sections below **MUST** be completed prior to submission of this report

IBP Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)

Comments (Use additional pages if necessary)

LOCATION IN THE NUNAVUT SETTLEMENT AREA

Table 4– NSA Location Commitment Progress Report

4-A Location of Business in the NSA

Progress Payment Period: _____

Company Name (contractor)	Address in the NSA	Nature of Presence and Office Type in the NSA
Company Name (subcontractor/supplier)	Address in the NSA	Nature of Presence and Office Type in the NSA

On track (Yes or No) ? If no, the sections below **MUST** be completed prior to submission of this report

IBP Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative commitments (Use additional pages if necessary)

Comments (Use additional pages if necessary)

Contractor Certification

IBP PROGRESS CERTIFICATION:

PRINT NAME

SIGNATURE

DATE

CONTRACT NUMBER: _____

The Contractor certifies the information contained in the IBP Progress Report is accurate and complete.

The Contractor further certifies, and is prepared to provide support to demonstrate, that:

- 1. Where work or training has been attributed to Inuit workers or Inuit trainees , that the workers and / or trainees were all registered on the Inuit Enrolment List during the reporting period; and**
- 2. Where work has been attributed to Inuit Firms, that those firms were all registered on the Inuit Firm Registry during the reporting period.**

ASSESSMENT OF IBP HOLDBACK

Holdback – for the non-performance of IBP commitments

For the successful Contractor only.

The Contractor agrees to the application of an Inuit Benefits Plan Holdback (IBP Holdback) when IBP obligations are not being achieved.

1. If Canada deems that IBP obligation(s) are not being delivered by the Contractor or not progressing in a way which will lead to the successful implementation of the IBP, Canada may apply an IBP Holdback.
2. An "IBP Holdback" is any amount retained or retainable, due to the failure to meet IBP obligations, from any payment(s) that would have otherwise been paid or payable to the Contractor.
3. In determining whether to apply an IBP Holdback, Canada may consider, among other things:
 - a. The delivery status of original IBP obligations, or those agreed to by Canada in a Corrective Action Plan;
 - b. evidence provided by the Contractor demonstrating that the failure to meet the IBP obligations was due to circumstances out of the Contractor's control; and
 - c. the sufficiency of the evidence provided by the Contractor in demonstrating the circumstances out of the Contractor's control.
4. In determining the value of an IBP Holdback, Canada may consider various elements, including:
 - a. the value of the Contractor's IBP obligations;
 - b. the weight of the IBP in the bid evaluation; or
 - c. the past and ongoing performance of the Contractor in delivering IBP obligations.
5. The total value of the IBP Holdback shall not exceed 3% of the total contract value.
6. Canada may release all or a portion of the IBP Holdback and proceed to payment(s) when Canada deems it appropriate. This includes when Canada is satisfied:
 - a. with new evidences submitted by the Contractor which demonstrate that the failure to meet the Contractor's obligations in the IBP was due to circumstances out of the Contractor's control;
 - b. that the Contractor has since delivered all or at least a portion of the IBP obligations;
7. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

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

ANNEX E OPTIONAL SITE VISIT QUESTIONS, ANSWERS & PRESENTATION

An OPTIONAL Site Visit occurred October 5th, 2022

Q: How is the underground concrete bunker to be remediated?

A: The contents of the bunker needs to be emptied and the void space backfilled. The concrete top will have to be removed to access the bunker.

Q: Is there lead paint present?

A: Yes, there is lead paint on the remaining structures, some of the ASTs and some of the equipment. Poorly adhered paint is to be removed and disposed of as hazardous material. The remaining substrate is to be disposed of in the off-site landfill.

Q: Is there a separate contract for the non-hazardous debris consolidation?

A: Yes, a separate contract has been awarded for this work. It will consist of consolidation of small non-hazardous debris into temporary storage areas not including barrels or large equipment/debris.

Q: Does the liner of the fuel tank farm hold water?

A: The extent of the liner is not known at this time. During assessment, ponded water was observed on the surface of the liner. There was no evidence of free product in the ponded areas.

Q: What is the total volume of the non-hazardous waste?

A: See specifications in the RFP posting for detailed information.

Q: Is there a specified location for the proposed camp or is it up to the contractor?

A: There is no specified location for the camp. The camp is to be set up in a location that protects workers from the on site hazards and minimizes contact between the workers and the local community.

Q: Did the assessment identify any freshwater sources?

A: Answer to be provided in a following amendment.

Q: What is the population of Coral Harbour?

A: 891 people according to the 2016 census.

Q – You mentioned that the assumed depth of the staining is 0.5 m deep. Was there testing deeper than that?

A – Soil testing was completed to characterize the potential contaminants below this depth. It was determined that the stained soil is not a human health or ecological risk concern and is being removed to a depth of 0.5m for aesthetic reasons. The removed soil will be replaced with borrow material.