



# **Project CLEANS (CLEAnup of Abandoned Northern Sites)**

**RFP Information Sessions  
Uranium City / Stony Rapids  
December 10<sup>th</sup>, 2008**

# Overview



- ↳ Introductions
- ↳ Project Overview
- ↳ 2008 Satellite Mine Site Work
- ↳ Request for Proposals
- ↳ Questions

# Introductions

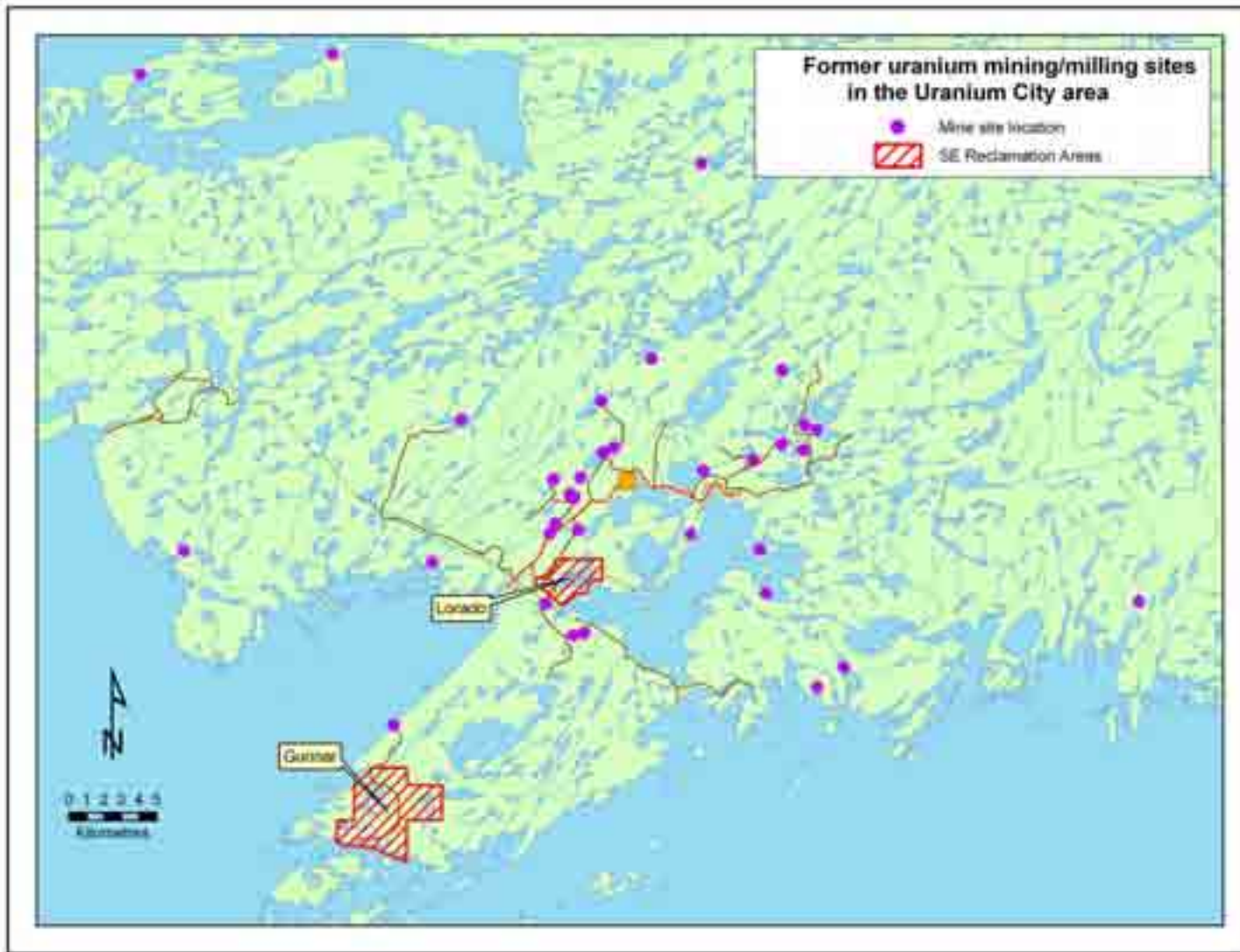


# Project Overview



- ↳ Contracted by the Saskatchewan Ministry of Energy and Resources
  
- ↳ Managing Project CLEANS
  - ↳ Gunnar mine and mill site
  - ↳ Lorado mill site
  - ↳ 36 satellite mine sites (without tailings)
  
- ↳ Multi-year project

# Mine Site Locations



# Satellite Mine Sites



## 2008 Work Season

- ↳ Conducted request for quotations (RFQ) process
  - ↳ Uranium Ridges & Nesbitt Labine, ABC Sites
  - ↳ Specialized Tasks (Lake Cinch/Cenex)
  
- ↳ Evaluated quotations and issued contracts
  
- ↳ Successfully completed work plan

# Uranium Ridges



# Uranium Ridges



# Uranium Ridges



# Uranium Ridges



# Uranium Ridges



# Uranium Ridges



# Nesbitt Labine, ABC



# Nesbitt Labine, ABC



# Nesbitt Labine, ABC



# Nesbitt Labine, ABC



# Nesbitt Labine, ABC



# Nesbitt Labine, ABC



# Request for Proposals



**RFP#2008-001**

Light Equipment Tasks

**RFP#2008-002**

Heavy Equipment Tasks

↳ Total of 9 satellite mine sites in 2009



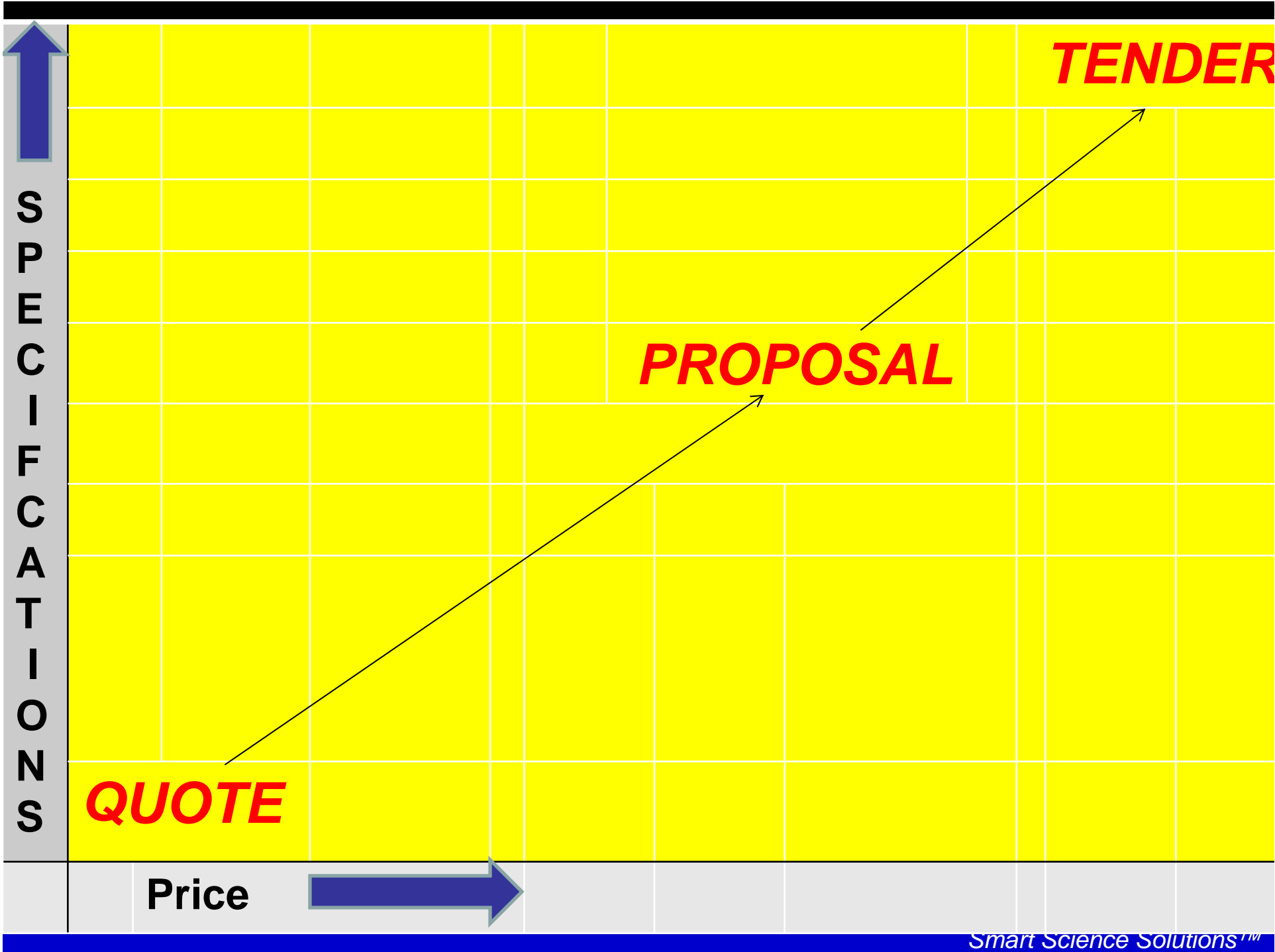
# **Presentation for Project CLEANS Request for Proposal**

# Definitions

**Request for Quotation (RFQ)** – a process to obtain comparative price information from suppliers; used for low value and low risk goods

**Request for Proposal (RFP)** – a competitive bid process used to obtain offers based on a defined 'end need'; the solution is not necessarily clearly defined; lowest bidder may not necessarily be awarded a contract

**Invitation to Tender (ITT)** – a competitive bid process used to obtain offers where the requirements are clearly defined; procurement law requires award to lowest qualified bidder



# **SECTION 1**

## **OVERVIEW/PURPOSE**

## 1.1 SRC'S MISSION, MANDATE, VISION, PURPOSE



### **Mission**

SRC's mission is to help the people of Saskatchewan strengthen the economy with quality jobs and a secure environment. We do it through research, development, and the transfer of innovative scientific and technological solutions, applications and services.

### **Mandate**

The Council shall take under consideration matters pertaining to research, development, design, consultation, innovation, and investigation in, and commercialization of, the natural and management sciences, pure and applied, as they affect the welfare of the province, and any particular matters that may be brought to its attention by the Lieutenant Governor in Council.

### **Vision**

SRC will be an internationally recognized leader in the development and implementation of relevant science and technology. We are committed to use this strength to enable our customers to thrive in the world economy, and to benefit Saskatchewan.

### **Purpose**

SRC creates wealth through the responsible application of science and technology to assist Saskatchewan industry to be globally competitive.

Additional information can be viewed on SRC's website at [www.src.sk.ca](http://www.src.sk.ca).



## 1.2 PROJECT PURPOSE

The Government of Canada and the Province of Saskatchewan are jointly funding a phased remediation of abandoned uranium mine sites located in the Northern Administration District of the Province of Saskatchewan. SRC has entered into an agreement with the Province of Saskatchewan to manage the multi-year remediation of these uranium mines (“CLEANS”). As a component of CLEANS, SRC is to seek competitive proposals to provide light equipment tasks.

Bidders are invited to submit proposals to perform the work following the terms, conditions and response format outlined in this RFP. The purpose of the RFP is to identify bidders able to meet the requirements in a feasible, economical, safe and timely manner, and with whom a contract can be negotiated.

Further information on CLEANS is available on the website [www.saskcleans.ca](http://www.saskcleans.ca).



# **SECTION 2**

## **INSTRUCTIONS/INFORMATION TO BIDDERS**



## 2.1 DELIVERY OF PROPOSALS

Proposals should be submitted on the Proposal Forms provided, enclosed in a sealed envelope and delivered by hand or courier to:

Saskatchewan Research Council

Attn: Purchasing

125 - 15 Innovation Boulevard

Saskatoon, SK S7N 2X8

Fax: (306) 933-7103

E-mail: [purchasing@src.sk.ca](mailto:purchasing@src.sk.ca)

## 2.2 PROPOSAL SUBMISSION REQUIREMENTS

The bidder should clearly identify on the envelope containing the proposal:

- the name and address of the bidder,
- the name of the proposal,
- the proposal number, and
- the date and time of the proposal closing.

Proposals should be submitted by providing:

- a copy of the submission requirements in section 2.27 along with copies of the Proposal Forms 1, 2, 3, 4 and 8 in one envelope and
- one copy of Proposal Forms 5, 6, and 7 (price) submitted in a separate marked envelope.

One copy of the proposal must include original signatures of duly authorized signatory(s) of the bidder.

Proposal forms submitted via fax, e-mail, or other non-original formats will be accepted with the prior written consent of SRC.



## **2.3 CLOSING DATE AND TIME**

The date and time of the proposal closing is January 5, 2009 at 5:00 p.m. CST. In order to be considered, a proposal must be received at the location specified under section 2.1 on or before the proposal closing time. Proposals received after the proposal closing time will be rejected.



## **2.4 VERIFICATION OF RECEIPT OF PROPOSAL**

Bidders may verify that their proposal has been received prior to Closing Date and Time by calling (306) 933-7124 or e-mailing [purchasing@src.sk.ca](mailto:purchasing@src.sk.ca). The bidder must identify the company name before this information will be released. No other information concerning the proposal will be released prior to the proposal Closing Date and Time.

## 2.5 QUESTIONS AND CLARIFICATION

Bidders are required to submit their questions or requests for clarification, including questions relating to specifications, discrepancies, omissions, or any apparent ambiguities, in writing, by fax or e-mail, prior to December 19, 2008 at 1:00 p.m. CST to:



Saskatchewan Research Council  
Attn: Greg McLean, Procurement Administrator  
125-15 Innovation Boulevard  
Saskatoon, SK S7N 2X8  
Fax: (306) 933-7103  
E-mail: [purchasing@src.sk.ca](mailto:purchasing@src.sk.ca)

Bidders shall not contact or ask questions of any other SRC personnel unless so directed elsewhere in this document. Information obtained from any person or source other than SRC's designate will not be considered as valid to this RFP process and cannot be considered or incorporated into the bidder's proposal submission. SRC reserves the right to disqualify any bidder who solicits information from any person other than SRC's designate.

SRC shall review the questions and, where the information is not already clearly provided, will issue either a memorandum or an addendum to all bidders. The bidder that submitted the question will not be identified in SRC's response. All memoranda and/or addenda become part of the RFP. Receipt of all memoranda or addenda issued shall be acknowledged by the bidder on the Proposal Form 1 provided for submission.



## **2.6 PROPOSAL WITHDRAWALS**

Proposals may be withdrawn by the bidder at any time prior to the Closing Date and Time by submitting a written withdrawal request to the same address to which the proposal was submitted.



## 2.7 PRICING INFORMATION

Proposal prices shall be in Canadian dollars and shall include all applicable duties and costs of performing the work. Proposal prices shall exclude all taxes, including the Canadian Federal Goods and Services Tax (GST) and Provincial Sales Tax (PST). Any applicable taxes, including PST, shall be shown separately. SRC is GST exempt. All local fees or charges shall be the responsibility of the bidder and shall not be included in the bidder's proposal.



## **2.8 AMENDMENTS**

Where a proposal has been received by SRC before the proposal Closing Date and Time, amendments by e-mail or facsimile are acceptable provided that such amendments are received at the address specified in section 2.5 prior to the proposal Closing Date and Time. The time stamp on the e-mail or facsimile receipt at SRC's office shall be the determining receipt date and time.

Amendments to a proposal must clearly state the name of the proposal, the Closing Date and Time, and the name and address of the bidder in accordance with this RFP. Any amendment must be signed by an authorized signatory of the bidder.

Any amendment to the proposal price shall state the amount by which the proposal price is increased or decreased and shall indicate the revised total proposal price.



## **2.9 PROPOSAL DETAILS**

Bidders must provide complete and accurate information and details for all aspects of their proposals. Failure to respond to any requests for information, costs, and qualifications will be deemed to be a negative response, and may disqualify and/or impact the evaluation scoring of the proposal.



## **2.10 INNOVATIVE PROCESSES/VALUE ADDED ELEMENTS**

Bidders wishing to submit other innovative methods or operational proposals that they feel will benefit SRC are encouraged to do so. It is requested that all alternative proposals be shown separately and submitted as an 'alternate proposal' and accompanied by a proposal that meets the requirements stated in this RFP. It is also requested that the bidder identify their preference of alternatives in order from first preference on.



## 2.11 RIGHT OF ACCEPTANCE/REJECTION

SRC, in its sole discretion, reserves the right, at any time prior to selection of the successful bidder(s), to accept in whole or in part all proposals it has received, to withdraw any portion of this RFP and/or to cancel this RFP in its entirety.

Upon evaluation of all valid proposals received, SRC will select the proposal which offers the most effective and beneficial package, which in the sole judgment of SRC, provides the best value to SRC in accordance with the requirements and criteria set out in this RFP including any addenda or memoranda.

SRC reserves the right to award the work to one or more bidders.

No act of SRC, other than a notice in writing signed by a designated SRC procurement employee, shall constitute acceptance of a proposal.

In the event that all the proposals exceed the budget set by SRC, SRC reserves the right not to accept any proposals and to cancel the RFP process without award.

This RFP should not be construed as an agreement. SRC is not bound to enter into a contract with the bidder that submits the lowest price and/or fee structure, or with any bidder.

Proposals will be assessed and evaluated in accordance with the evaluation criteria.

SRC is under no obligation to receive further information, whether it is oral or written, from any bidder.

SRC will have no liability in any manner whatsoever to any of the bidders as a result of this RFP.

## **2.12 OPENING AND DEBRIEFING OF PROPOSALS**

The opening of proposals will be closed to the public. Subject to The Freedom of Information and Protection of Privacy Act, bidders' names may be released at SRC's sole discretion. Debriefings may be arranged with qualifying bidders after responses are opened and a contract is awarded to the successful bidder.



## 2.13 EXTENSIONS

SRC may extend the Closing Date and Time of the RFP by issuing a written addendum to all bidders.



## **2.14 WAIVER OF IRREGULARITIES**

SRC reserves the right to and may, in its sole discretion, waive any minor irregularities, non-conformities, qualification requirements, deficiencies or failure of the bidder to conform to the requirements of this RFP, and consider and/or accept any proposal it deems most advantageous to it.



## 2.15 NEGOTIATIONS

SRC reserves the right, in its sole discretion at any time after submission of proposals and before award of a contract(s), to negotiate any or all terms and conditions of a contract(s) or otherwise in respect of the work for which a contract may be awarded, including negotiating terms and conditions that are or may be different from those contained in this RFP, with one or more bidders but not necessarily with all bidders. SRC also reserves the right not to enter into negotiations with one or more bidders; to terminate negotiations with any bidder(s); not to offer the same or substantially the same negotiated terms and conditions of a contract(s) to more than one bidder; and to award a contract(s) by acceptance of any negotiated terms.



## **2.16 INCURRED COSTS/EXPENSES**

Bidders are solely responsible for their own costs and expenses in preparing and submitting a proposal and for any subsequent costs and expense associated with negotiating with SRC, if any.

## **2.17 IRREVOCABILITY**

Proposals shall be irrevocable for a period of one hundred and twenty (120) days after the Closing Date and Time, and the bidder shall not have the option of revoking its proposal until the expiry of the irrevocable period.



## 2.18 CLARIFICATION

SRC reserves the right at any time to seek clarifications of, or any additional information in connection with, or modifications of, any proposal from any one or more bidders, but not necessarily all bidders, either serially or concurrently, and in any manner including through written correspondence, interviews or presentations by bidders.

Any clarifications, additional information or modifications received in connection with this RFP may form part of this RFP and may be considered by SRC in its sole discretion in its evaluation and decisions, including without limitation, as to acceptance, rejection, negotiation or award, and SRC will be entitled to accept any proposal as clarified, supplemented or amended through this process.



## **2.19 OWNERSHIP AND CONFIDENTIALITY OF PROPOSALS**

All proposals, including any documents submitted to SRC by a bidder, become the property of SRC and shall not be returned to the bidder.

Subject to The Freedom of Information and Protection of Privacy Act, the proposal and all other information received, generated, obtained or exchanged between SRC and the bidder shall be considered confidential and each will hold information of the other in confidence and refrain from disclosing it to any third party.



## **2.20 PUBLICITY**

Bidders shall not issue any press release or make any public announcement or disclosure concerning the contract or the proposal without the prior written consent of SRC.



## **2.21 NO COLLUSION**

Bidders shall not discuss or communicate, in any form, with any other bidder or any representative or agent of any other bidder regarding the preparation or presentation of their individual proposals. Proposals shall be submitted without any connection, knowledge, comparison of information, or arrangement, with any other bidder or any agent or representative of any other bidder.

If a bidder contemplates using the same subcontractor or bidder for a particular part of the deliverables, the bidder shall put into place appropriate ethical walls and other safeguards to protect the confidentiality of their information and to ensure collusion does not take place.



## **2.22 SUBCONTRACTING/COLLABORATING**

SRC recognizes that bidders may not have the expertise necessary to meet all the requirements of this RFP. Collaboration between two or more individuals and/or companies to provide the necessary expertise or subcontracting portions of the proposal may be necessary and is encouraged. If two or more individuals or organizations wish to combine resources and submit a single proposal, the proposal shall name a single responsible agent or individual as the lead bidder.

The lead bidder will represent the group in all correspondence with SRC, and, if successful in their proposal, SRC will contract with the lead bidder. The lead bidder will be responsible for successful completion of the work and must ensure the collaborators or subcontractors are completing their part of the work.

If a subcontractor or collaborator is proposed for any part of this project, the lead bidder shall provide a bidder profile for each subcontractor or collaborator outlining the nature of their proposed involvement and how the relationship to perform the work will function.

To verify the experience of the subcontractor or collaborator, the lead bidder will be required to provide, upon request, three (3) references for each subcontractor or collaborator (including contact names and telephone numbers).



## **2.23 REFERENCES/SEARCHES/CONTACTS**

Bidders responding to this RFP authorize SRC to contact any of the identified clients (current and past) and references regarding the information provided in their proposal.



## **2.24 BIDDER'S RESPONSIBILITIES**

If SRC accepts a proposal, the bidder will be bound by this RFP, the bidder's proposal, any subsequent negotiations and the terms and conditions of the awarded contract and any subsequent negotiations, and will commence the work within the time specified and complete all the work by the date for substantial performance of the work, as outlined in the contract.

## 2.25 KNOWLEDGE OF WORK AND SITE CONDITIONS

It is the bidder's sole responsibility to fully inform themselves of the work and site conditions prior to submitting a proposal. The bidder is responsible to have knowledge of the site and all conditions thereon and to have reviewed this RFP and to have made all investigations necessary to obtain a full understanding as to the form and nature of the site and ground; the quantities, location, nature and conditions of the work; site access; accommodation and facility requirements; the conditions under which the labour force will be employed; and any risks associated with the work. The bidder will, in general, have obtained all necessary information, local or otherwise, as to risks, contingencies and other circumstances which may influence or affect their proposal.

It is the bidder's sole responsibility to fully inform itself of all aspects of the work prior to submitting a proposal. No allowance will be made by SRC for failure of the bidder to ensure it has a comprehensive understanding of all aspects of the work and SRC shall not be liable to the bidder for any misunderstanding on behalf of the bidder as to the nature and scope of the work, and/or any associated risks and conditions relating to the work.



## 2.26 INTERVIEWS

SRC reserves the right to conduct interviews at the bidder's site as part of the evaluation and clarification process. SRC will not necessarily select all or any of the bidders to take part in this process. The bidders selected for interviews will be determined based on the evaluation of all proposals received and shall be at the sole discretion of SRC.



## **2.27 SUBMISSION REQUIREMENTS**

Bidders are requested to provide the following information to enable comprehensive and accurate evaluation as part of their proposal submission. Omission of any information that SRC deems as pertinent to the proposal may cause the proposal to be disqualified at SRC's sole discretion. Please provide a description of how your company would approach the work; in particular, we are interested in the following:

2.27.1 The bidder's experience in projects of similar scope and experience in this area and work of a similar nature.



## 2.27.2 Company overview that includes:

- Date established
- Number of employees
- Current workload and projects
- Describe your Northern Saskatchewan presence, particularly within the Athabasca Basin region, with regards to:

### ***Ownership***

- Ownership by Northern Saskatchewan individual(s)/entity
- Ownership by an Aboriginal individual(s)/entity
- Physical presence (i.e., working office) in Northern Saskatchewan

### ***Employment***

- Employment of Northern Saskatchewan individuals, including the length of time employees have lived in Northern Saskatchewan
- Employment of Aboriginal peoples
- Describe any other Aboriginal content you may provide

### 2.27.3 Company Health, Safety and Environmental plans and policies:

- If available, a copy of the bidder's health and safety policies and procedures manual, including any environmental policies and Certificates of Recognition (COR)
- Task specific safe work practices related to the detailed work plan mentioned below in 2.27.6
- Saskatchewan Workers' Compensation Board (WCB) letter of good standing
- Safety record

## 2.27.4 Insurance Coverage

- If available, a copy of the bidder's current comprehensive and liability insurance or a listing of the type(s) of coverage and dollar amount(s) that would be obtained for this work.
  
- Please list any additional insurance that would be provided in the deliverance of this work such as:
  - Forest Fire Fighting Expense Endorsement
  - Professional Liability
  - Automobile and vehicles
  - Environmental Impairment with pollution protection for each occurrence

2.27.5 A list of the names of members of your project team and their qualifications, including:

- A summary of relevant work experience
- A list of qualifications and other relevant training
- Each team member's role, and how their experience and background will assist with a successful project completion

2.27.6 Provide a detailed work plan for the completion of the work, which should include:

- All tasks, phases and stages to be completed
- A detailed description of equipment type and number proposed for use
- Estimated duration for each task, if applicable, and for the whole project



# **SECTION 3**

# **TERMS AND CONDITIONS**



Below is a list of terms and conditions that the successful bidder will be requested to accept and comply with in the performance of the work. Bidders are requested to review the clauses listed below and to complete Proposal Form 8 indicating which terms and **conditions they would agree to and those to which they cannot agree.** Bidders should provide alternatives to terms and conditions to which they cannot agree.



### **3.1 INSURANCE**

The successful bidder shall have and maintain liability insurance during the term of the contract at its own expense insuring against bodily injury, personal injury, property damage and automobile damage. Such automobile liability insurance shall cover any motor vehicle, trailer or semi-trailer owned, leased, used or operated by or on behalf of the successful bidder and obliged by law to carry a license (other than a special license issued in respect of any motor vehicle, trailer, or semi-trailer chiefly used or operated off highway) as well as self-propelled equipment unlicensed but required to be insured in accordance with the laws of Saskatchewan. Each liability policy will have per occurrence limits pre-determined between SRC and the successful bidder which will reflect the liability associated with the work. Each liability policy will be endorsed to provide SRC with not less than 15 days notice in writing in advance of a cancellation and of a change or amendment restricting coverage. Evidence of the successful bidder's insurance coverage will be provided to SRC upon request and should show the types of coverage, the dollar amounts and the effective dates.



## 3.2 INDEMNIFICATION

The successful bidder shall indemnify SRC, its directors, officers, employees, agents and other representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, legal fees, costs and expenses of whatever kind in any manner directly or indirectly caused or contributed to by the successful bidder or anyone acting under the successful bidder's direction or control or on the successful bidder's behalf for the following: (i) any negligence or wilful misconduct in the performance of the work or the contract, (ii) any violation of law during the performance of the work or the contract, (iii) any improper use or disclosure of confidential information, or (iv) any material breach of the contract.

### 3.3 PAYMENT



In accordance with the contract, the successful bidder will submit invoices to SRC for the work performed. All invoices will indicate that SRC is GST exempt.

Subject to the prior inspection and approval of the work by SRC, and within 30 days of the receipt and approval of the successful bidder's invoice by SRC, SRC shall pay the successful bidder and successful bidder shall accept, as full consideration for the deliverables executed in accordance with the contract, the contract price, plus any other amounts, if any, agreed in writing by SRC and payable to the successful bidder under the contract, less the amounts, if any, payable or owing by the successful bidder to SRC under the contract or any other agreement between SRC and the successful bidder, and less any holdbacks retained hereunder and/or the amount of any outstanding liens or claims or any other indebtedness which may have been incurred by the successful bidder and for which SRC might in any way be held responsible.

The successful bidder will be required to submit a statutory declaration in the form attached in Schedule 1 with each invoice stating that all accounts for subcontractors, products and materials, and other indebtedness which may have been incurred by the successful bidder relating to the contract have been paid in full and are fully discharged.

Before final payment will be made by SRC, a final letter of clearance from the WCB must be provided to SRC by the successful bidder.



### 3.4 CHANGE ORDERS

Changes to the work shall only be made on receipt of written instructions from SRC. Any resulting adjustment to the contract price shall be agreed upon by SRC and the successful bidder and will represent the reasonable and proper costs incurred by or savings accruing to the successful bidder using the rates submitted in the proposal.





### **3.5 WARRANTY AND GUARANTEE**

All work shall be subject to inspection by SRC prior to acceptance. Should the work be defective in materials or workmanship or otherwise not be in accordance with the requirements of the contract, SRC shall have the right to reject the work or require its correction. Inspection by SRC shall not relieve the successful bidder from responsibility for defects or other failure to meet the requirements of the contract. The successful bidder agrees to accept and be bound by SRC's interpretation of the meaning of the work. If a deficiency is identified by SRC, SRC will inform the successful bidder of such deficiency and the successful bidder will be given ten (10) days to correct it.



### 3.6 HOLDBACKS ON DEFICIENCIES

In the event SRC determines there are any defects or deficiencies in the work, SRC reserves the right to hold back up to 200% of the value of the defects or deficiencies until all defects and deficiencies are completed and rectified to SRC's satisfaction.

SRC may, in addition to any other holdbacks, withhold up to an additional 5% of the contract price (the "Warranty Holdback") for the rectification of any deficiencies which may occur during the warranty period specified in the contract, unless a surety bond or an irrevocable letter of guaranteed credit acceptable to SRC has been provided in which case such holdback monies due will also become due and payable to the successful bidder upon final inspection and approval of the project manager.

Any holdback contemplated by this section shall become due and payable upon completion and rectification to SRC's satisfaction of all defects and deficiencies in the work provided that SRC may retain out of any such holdback the amount of any outstanding claims or other indebtedness which may have been incurred by the successful bidder relating to the contract for which SRC might in any way be held responsible.



### 3.7 TERMINATION

SRC may, at any time, terminate the contract without cause or reason by giving at least ten (10) days written notice specifying the effective date of termination. Upon termination of the contract, each party's right to use the other party's confidential information ceases (unless such confidential information is contained in the deliverables provided to SRC, or unless the confidential information is required by SRC to complete its work). Either party may request, in writing, that the other party return or destroy all confidential information of such party that is in the other party's possession or control.

If the contract is terminated, SRC's liability related to the contract or as a result of the termination shall be limited to payment by SRC of any amount outstanding, as outlined in the contract, related to work performed to the date of termination and considered acceptable by SRC.



### **3.8 LAWS, PERMITS AND LICENSES**

The laws of Saskatchewan and Canada shall govern the agreement. SRC shall obtain and pay for all permits and licenses required either by the Government of Canada, the Saskatchewan Government or any other authority. The successful bidder shall comply with all permits and licenses held by SRC, all applicable laws, and all SRC rules, policies and procedures applicable to the work, including, but not limited to, the Project Safety Handbook attached as Schedule 2.



### **3.9 INDEPENDENT CONTRACTOR**

The successful bidder is an independent contractor. Under no circumstances shall the successful bidder, its employees, subcontractors or collaborators be considered to be agents, partners, representatives or employees of SRC. The successful bidder shall not represent itself as an agent of SRC.

### **3.10 ASSIGNMENT**

The successful bidder shall not assign or otherwise transfer its rights, duties, and/or obligations under any resulting contract, except with the prior written consent of SRC, which consent shall not be unreasonably withheld; any assignment or transfer without such consent shall be void and of no effect. SRC, however, shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under the contract to another agency of the Province of Saskatchewan, by giving written notice to, and without the consent of, the successful bidder.



### **3.11 CONFLICT OF INTEREST**

The successful bidder shall not undertake any assignment or other work that actually or potentially creates a conflict of interest with the performance of work required by this RFP without disclosing the conflict of interest or potential conflict of interest to SRC and obtaining the written consent of SRC to undertake such assignment or other work.



### **3.12 WORKERS' COMPENSATION**

If the successful bidder is to perform any work on SRC's site, including, but not limited to, delivery, assembly and/or unloading of deliverables, before commencing work on site and at any time on the request of SRC's representative, the successful bidder shall, within ten (10) days of the award of a contract and at any time during the term of the contract when requested by SRC, supply a certificate from the WCB indicating that the successful bidder and all subcontractors and/or collaborators are registered and in good standing. Upon completion of the work, a final letter of clearance from the WCB must be provided before final payment is made.



### 3.13 HEALTH AND SAFETY

The successful bidder shall have a demonstrated knowledge and understanding of and must comply with all applicable federal and provincial health and safety laws related to the work and will be solely responsible for the safe performance of all the work and the safety of all persons engaged in the work throughout the performance of the contract. This will include attendance at all training sessions and meetings involving Health, Safety and Environmental protection issues.

The successful bidder shall ensure that the persons engaged in the work are properly trained in safety procedures applicable to the contract and comply with all requisite safety procedures, regulations and laws, as applicable.

SRC may refuse to permit any workers, employees, agents, vehicles, equipment and/or subcontractors on SRC's site if SRC determines that such personnel or equipment do not comply with the rules and regulations relating to safety. The successful bidder is hereby informed that, due in part to the requirements under section 14(2) of The Occupational Health and Safety Regulations, 1996, no person under the age of eighteen will be permitted access to the project site.



### **3.14 FIRE SAFETY**

The successful bidder and its workers shall comply with The Prairie and Forest Fires Act, 1982 and all subsequent amendments and take every precaution to ensure the prevention of any unintentional fire from occurring.

In accordance with The Prairie and Forest Fires Act, 1982 the successful bidder is responsible to provide appropriate fire fighting equipment and personnel for ready use on the site.

### **3.15 ENVIRONMENTAL PROTECTION**

The successful bidder shall have a demonstrated knowledge and understanding of and must comply with all applicable environmental legislation and regulations applicable to the project.



### **3.16 PUBLICITY**

The successful bidder shall not originate any publicity, news release, public statement or public announcement, whether written or oral, relating to the work or the contract without the prior written consent of SRC, which consent may be withheld.



### **3.17 CONFIDENTIALITY**

The contract and its attachments are confidential and shall not be disclosed or shared with a third party. All information received, generated, obtained or exchanged by the parties shall be considered confidential and each will hold information of the other party in confidence and refrain from disclosing it to any third party in accordance with the terms of the contract.



### **3.18 ARTIFACTS**

The successful bidder shall notify SRC immediately if the successful bidder, its collaborators, or subcontractors uncovers or finds any items, artifacts or other items of unusual origin while performing the work. SRC, in its sole discretion, will make a decision regarding ownership and/or distribution of the items, artifacts or other items of unusual origin.



### **3.19 PROPERTY**

The successful bidder shall take reasonable and proper care of any SRC property while such property is in its possession or subject to its control. The successful bidder shall be responsible for any loss or damage, except ordinary wear and tear, resulting from its failure to do so.

### **3.20 EQUIPMENT AND OTHER REQUIREMENTS**

All equipment, including personal safety equipment, tools, vehicles and fuel, required to perform the work in a safe manner will be provided and maintained by the successful bidder.

All equipment proposed for use must comply with Saskatchewan laws and be in working order at the beginning of the work.

Personal safety equipment required will include, but is not necessarily limited to, approved hardhats, boots, safety glasses, work gloves and any other safety equipment required by law.



### **3.21 REMOVAL OF PERSONNEL**

SRC reserves the right to request the removal of any of the successful bidder's personnel or any of the personnel of the successful bidder's subcontractors or collaborators that are deemed by SRC to be unacceptable in SRC's sole discretion and SRC shall have the right to review and approve any proposed replacement personnel. Any proposed replacement personnel shall meet at least the same level and qualification as the personnel identified in the successful bidder's proposal.



## **SECTION 4**

# **EVALUATION CRITERIA & PROCESS**



#### **4.1 Evaluation Methodology and Process**

Proposals will be evaluated on the information received in the proposal submission, only if received by the closing date and time. Further, the evaluation may be made on any subsequent telephone interviews or meetings with one or more bidders.

#### **4.2 Evaluation Committee**

An evaluation committee comprised of SRC employees will evaluate the proposals received.

#### **4.3 Proposal Evaluation, Criteria and Weighting**

Upon receipt of the proposals, the evaluation committee will review each proposal to ensure compliance with the requirements of this RFP. The committee will use specific evaluation criteria to rate the various components of the proposals. At a minimum, the proposals will be evaluated based on the following criteria and weighting.

Evaluation of technical merit of the proposal will be as follows:



1	<i>Company's Qualifications and Experience in Similar Work</i> <ul style="list-style-type: none"> <li>• Demonstrated areas of expertise</li> <li>• Demonstrated experience</li> </ul>	100 Points
2	<i>Health, Safety and Environmental Policies and Safety Record</i> <ul style="list-style-type: none"> <li>• Conformance with the RFP request</li> </ul>	100 Points
3	<i>Planning</i> <ul style="list-style-type: none"> <li>• Project schedule and procedures</li> </ul>	250 Points
4	<i>Project Team (Crew)</i> <ul style="list-style-type: none"> <li>• Experience, background and education of staff working on this project</li> <li>• Key Members' portfolios</li> </ul>	200 Points
5	<i>Northern Saskatchewan Presence (particularly within the Athabasca Basin region)</i> <ul style="list-style-type: none"> <li>• Ownership</li> <li>• Employment</li> <li>• Aboriginal content</li> </ul>	250 Points
6	<i>References (minimum 3)</i>	100 Points
<b>Total Technical and Organizational Competence</b>		<b>1000 Points</b>

Proposals scoring less than 500 points on the above items will be considered technically unacceptable and the price envelope will be returned to the bidder unopened.

Lowest Price bidder = Maximum Points	100 Points
<b>Maximum Possible Points</b>	<b>1100 Points</b>

**Calculation of Price Component for Evaluation:**

- Lowest Price = 100 points
- $\text{Lowest Price} / \text{Next Proposal Price} \times 100 \text{ points} = \# \text{ of points for proposal}$



# **SECTION 5**

# **PROPOSAL FORMS**



**SECTION 5 PROPOSAL FORMS**

**PROPOSAL FORM "1" - REQUEST FOR PROPOSAL – RFP #2008-001  
FOR LIGHT EQUIPMENT TASKS**

I/We hereby submit a proposal for Project CLEANS, in accordance with these documents.

1. I/We have carefully examined the specifications set out in Section 6 together with all other factors affecting the work and hereby propose to perform the work in the manner called for in the specifications.
2. In the event of our proposal being accepted, I/we agree to enter into a contract with SRC.
3. I/We acknowledge receipt of, and have taken into consideration, the following memoranda or addenda issued during this RFP.  
#\_\_\_\_ #\_\_\_\_ #\_\_\_\_ #\_\_\_\_ #\_\_\_\_ #\_\_\_\_
4. Proposal Closing Date, January 5, 2009 5:00 p.m. CST
5. I/We acknowledge that SRC need not necessarily accept the lowest, the highest ranked, or any proposal, and reserves the right to reject or accept any proposal.
6. In consideration of being permitted to submit a proposal, I/we agree that this proposal is irrevocable and open to acceptance by SRC at any time within one hundred and twenty (120) days after opening of the proposals, whether any other proposal has been accepted or not.

**Bidder's Full Business Name:**

\_\_\_\_\_  
\_\_\_\_\_

**Bidder's Full Business Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Attested to and delivered on behalf of the bidder this** \_\_\_\_\_ **day of** \_\_\_\_\_ **2008:**

**Signature (S):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**PROPOSAL FORM "2"- REQUEST FOR PROPOSAL – RFP #2008-001  
FOR LIGHT EQUIPMENT TASKS**

**Bidder's Experience in Similar Work**

- The bidder is to provide a list of at least three (3) references for projects or work in similar scope and size to the work contemplated in this RFP, including when the work was completed, a description of the work, the client for whom the work was performed, and a budgeted value for the work.

Year Completed	Description of the Work	Customer/Client	Project Value

- The bidder is to advise if any work or projects were delayed or ran over budget, and the reasoning for the overrun(s).
- From the above list of references for work similar in size and scope, provide the company name, contact information (phone, fax, e-mail), and role/position of reference contact.

Customer/Client	Contact Name and Position	Phone	E-mail

If more space is required, please attach pages.



**PROPOSAL FORM "3"- REQUEST FOR PROPOSAL – RFP #2008-001  
FOR LIGHT EQUIPMENT TASKS**

We, the bidder, provide the following information regarding the equipment and personnel available for the work in order that SRC may evaluate the resources that will be used to fulfil the work requirements:

**Proposed Personnel**

The bidder will provide information on the personnel that are proposed to perform the work, including but not limited to the following.

1. The name of the proposed supervisor and his/her previous related work experience.
2. The names and qualifications of the proposed crew, including previous related work experience, related training, certifications, affiliations, etc.
3. The average number of workers the bidder proposes to employ and maintain on the project.
4. Identify the number and length of time workers have been living in Northern Saskatchewan (particularly within the Athabasca Basin region) in the following categories:
  - 5 years or less
  - 5-10 years
  - 10 years or more
5. Identify all Aboriginal content

Note: Substitution of any personnel, including but not limited to named supervisor and/or workers will only be with the express written consent of SRC's authorized representative.

**Equipment Requirements**

The bidder will itemize any and all equipment that is required to perform the work, including bidder-owned equipment and/or rental/leased equipment.



**PROPOSAL FORM "4" - REQUEST FOR PROPOSAL – RFP #2008-001  
FOR LIGHT EQUIPMENT TASKS**

Bidders are to provide a written statement of full disclosure addressing the following particulars:

- any personal relationship with any employee of SRC or any employee (or immediate relative of an employee) of SRC with any direct, or indirect pecuniary interest, ownership interest or directorship with respect to the bidder;
- any business relationship with SRC or any of its staff, employees, officers or directors;
- any matter involving a dispute with either an estimated or claimed value in excess of \$50,000 which is the subject of any current, pending or threatened mediation, arbitration or litigation proceeding;
- particulars of any proceedings involving the bidder under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or any similar legislation;
- any steps taken to appoint a receiver, a receiver-manager, a trustee in bankruptcy, a liquidator, an administrator or other like person of the whole or any part of the bidder's assets or its business; and
- any steps taken to dispose of the whole or any part of the bidder's assets, operations or business other than in the ordinary course of business.

Bidders should specifically address the requirements of this section by either providing appropriate disclosure or by indicating that they have nothing to disclose in respect of the matters listed above. If more space is required, please attach another page.

Bidders must advise SRC's representative of any change in the foregoing throughout the RFP process, the intended negotiation period and during the term of any resulting contract.

SRC reserves the right to eliminate any proposal or to terminate any negotiations or resulting contracts for failure by the bidder to disclose the information required in this form and/or for positive disclosure at any time by the bidder or the discovery by SRC of any of the circumstances set out above.

I hereby submit the following disclosure(s):

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Attested to and delivered on behalf of the bidder this \_\_\_\_ day of \_\_\_\_\_ 2008:

Signature (S): \_\_\_\_\_ Title: \_\_\_\_\_

Witness Signature: \_\_\_\_\_ Name: \_\_\_\_\_



**PROPOSAL FORM "5" - REQUEST FOR PROPOSAL – RFP #2008-001  
FOR LIGHT EQUIPMENT TASKS FOR ALL SITES**

*This document must be submitted with the bidder's proposal submission in a separate price envelope.*

All prices submitted shall be in Canadian dollars and shall include all applicable duties and costs of performing the work. No additional costs will be chargeable to SRC unless indicated below. Prices shall exclude all taxes. Any applicable taxes, including the PST, shall be shown separately. SRC is GST exempt. SRC's GST Registration Number is 107864258.

If a sub-total or total amount is indicated, and a price has not been entered for any payment items that forms part of the sub-total or total amount, that payment item shall be deemed to have been included in the other prices that make up the sub-total or total price(s), as applicable.

I/We, having carefully examined the requirements and specifications, hereby submit the following price(s) for SRC's consideration.

**Total price not including any applicable taxes:** \_\_\_\_\_

**Provincial Sales Tax:** \_\_\_\_\_

**Grand Total:** \_\_\_\_\_

**Grand Total in Written Words:**  
\_\_\_\_\_

**Bidder's Full Business Name:**  
\_\_\_\_\_

Attested to and delivered on behalf of the bidder this \_\_\_\_\_ day of \_\_\_\_\_, 2008 in the presence of:

**Name (Please Print):** \_\_\_\_\_

**Signature(s):** \_\_\_\_\_

**Title (Please Print):** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Witness Name (Please Print):** \_\_\_\_\_



**PROPOSAL FORM "6" - REQUEST FOR PROPOSAL - RFP #2008-001  
FOR LIGHT EQUIPMENT TASKS**  
Break out costs From Proposal form "5" for award of all sites

The following personnel and equipment rates will form the basis of payment for work as may be required to perform the work.

**PERSONNEL**

Personnel rates are to be all inclusive, including benefits, overhead, transportation and all other employee and/or subcontractor related costs.

<u>Personnel by Occupation</u>	<u>Hourly Rate</u>	<u>Overtime</u>
<u>Rate</u>		

Description of Overtime Rates

Overtime Rate (1) commences after \_\_\_\_\_ hours at Hourly Rate  
Overtime Rate (2) commences after \_\_\_\_\_ hours at Overtime Rate (1)

**EQUIPMENT**



**PROPOSAL FORM "7" - REQUEST FOR PROPOSAL – RFP #2008-001  
FOR LIGHT EQUIPMENT TASKS**

Break out cost as per site awarded individually excluding mobilization/demobilization

**Appendix 1: Lake Cinch/Cenex Ltd. mine site**

Cost for site excluding mobilization/demobilization costs.

Price not including any applicable taxes: \_\_\_\_\_

Provincial Sales Tax: \_\_\_\_\_

**Appendix 2: Nesbitt Labine ABC site**

Cost for site excluding mobilization/demobilization costs.

Price not including any applicable taxes: \_\_\_\_\_

Provincial Sales Tax: \_\_\_\_\_

**Appendix 3: Pitch-Ore Beaverlodge site**

Cost for site excluding mobilization/demobilization costs.

Price not including any applicable taxes: \_\_\_\_\_

Provincial Sales Tax: \_\_\_\_\_

**Appendix 4: Nesbitt LaBine Eagle site**

Cost for site excluding mobilization/demobilization costs.

Price not including any applicable taxes: \_\_\_\_\_

Provincial Sales Tax: \_\_\_\_\_

**Appendix 5: National Explorations Pat Claim mine and camp sites**

Cost for site excluding mobilization/demobilization costs.

Price not including any applicable taxes: \_\_\_\_\_

Provincial Sales Tax: \_\_\_\_\_





# Questions??



↳ Hmm ?????





# Thank You...



Concept by a  
student from  
Fond du Lac, SK

[www.saskcleans.ca](http://www.saskcleans.ca)