

**ALVAREZ & MARSAL CANADA INC.**  
**in its capacity as the Court-Appointed Monitor of**  
**North American Tungsten Corporation Ltd.**

**REQUEST FOR QUALIFICATIONS**

**CANTUNG CARE AND MAINTENANCE SERVICES**

July 4, 2023

Title: Cantung Care and Maintenance Services

### SUMMARY OF KEY INFORMATION

<b>RFQ TITLE</b>	<p>The title of this RFQ is:</p> <p><b>Cantung Care and Maintenance Services</b></p> <p>Please use this title on all correspondence.</p>
<b>CONTACT PERSON</b>	<p>The Contact Person for this RFQ is:</p> <p><b>Vicki Chan</b></p> <p>Alvarez &amp; Marsal Canada Inc., in its capacity as Court-Appointed Monitor of North American Tungsten Corporation Ltd. (the “Monitor”)</p> <p>Email: <a href="mailto:vchan@alvarezandmarsal.com">vchan@alvarezandmarsal.com</a></p> <p>No telephone enquiries please.</p> <p>Please direct all enquiries, by email, to the above named Contact Person</p>
<b>ENQUIRIES</b>	<p>Respondents are encouraged to submit enquiries at an early date to permit consideration by the Monitor; the Monitor may, in its discretion, decide not to respond to any enquiry received after 3:00 P.M. (local time) on the day that is 4 days before the Submission Time.</p>
<b>SUBMISSION TIME</b>	<p>The Submission Time is:</p> <p><b>5 P.M. local Vancouver time on July 11, 2023</b></p>
<b>SUBMISSION LOCATION</b>	<p>Responses are to be submitted to:</p> <p>Alvarez &amp; Marsal Canada Inc. 925 West Georgia Street, Suite 902 Vancouver, BC, V6C 3L2 Fax: 604.638.7441 Email: <a href="mailto:vchan@alvarezandmarsal.com">vchan@alvarezandmarsal.com</a></p> <p><b>Attention: Vicki Chan</b></p>

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**1.0     INTRODUCTION**

**1.1     Site History, Overview and Objectives**

North American Tungsten Corporation Ltd. (“**NATC**” or the “**Company**”) is the owner of the Cantung mine located in the Northwest Territories, Canada (the “**Mine**”). On June 9, 2015, NATC filed with the Supreme Court of British Columbia, Vancouver Registry (the “**Court**”) an application for protection under the Companies’ Creditors Arrangement Act (Canada) (the proceedings commenced by such application as Action No. S-154746) (the “**CCAA Proceedings**”). Alvarez & Marsal Canada Inc. was appointed as the monitor (in such capacity, the “**Monitor**”) in the CCAA Proceedings.

The Monitor has managed and provided oversight of the care and maintenance program at the Mine. Copies of the relevant court orders and other material relating to the CCAA Proceedings are available on the Monitor’s website, <https://www.alvarezandmarsal.com/northamerican>.

His Majesty the King in Right of Canada, represented by the Department of Crown-Indigenous Relations and Northern Affairs (“**Canada**”) is providing funding for the care and maintenance program at the Mine through the CCAA Proceedings.

The Company’s immediate objectives for the Mine are to:

- i. ensure that the environmental conditions and operations at the Mine comply with applicable law and permits; and
- ii. perform general care and maintenance activities at the Mine.

As part of these objectives, the Company requires the provision of services to facilitate the care and maintenance of the Mine including the monitoring of the environment to ensure compliance with applicable law and permits (the “**Services**”). For certainty, in this Request for Qualifications (this “**RFQ**”), references to the Company are references to NATC, which is acting subject to the oversight and management of the Monitor.

The purpose of this RFQ is to identify a shortlist of interested and qualified parties who will then be invited to participate in the Request for Proposals (the “**RFP**”), from which the successful proponent will be selected (the “**Preferred Proponent**”), who will then be expected to enter into a contract (“**Contract**”) with the Company for the Services.

This RFQ is not a tender or an offer or a request for proposals, and there is no intention by the Company to make an offer by issuing this RFQ.

## 1.2 Eligibility to Participate in this RFQ

Any interested party (each, a “**Respondent**”) may submit a response (“**Response**”) to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships, or other legal entities. The Company has provided notice about this RFQ to certain parties who may be interested in submitting a Response, and has also posted this RFQ to the Monitor’s website (<https://www.alvarezandmarsal.com/northamerican>) and to MERX.com.

## 1.3 Overview of the Services

The Contract will generally require the Contractor to provide the following Services and meet the following requirements:

- perform periodic ground and surface water sampling;
- monitor the tailings containment areas;
- monitor freshet and response;
- report results to the Company from any monitoring on a periodic and annual basis;
- ensure compliance generally with regulatory requirements; and
- implement a health and safety plan, as well as an environmental management program to ensure the safety of personnel and compliance with all applicable law and permits at the Mine.

To comply with the Company’s current water license (and the new water license, which is expected to be granted sometime in 2024) and the modified care and maintenance program approved by the Mackenzie Valley Land and Water Board, limited presence on site is required to complete the Services noted above.

Sampling and monitoring, and freshet monitoring and response will form the base of the Services, however additional risk mitigation activities will be required.

The estimated days required on site per month for sampling and monitoring, and freshet monitoring and response are expected to be as follows:

<b>2023-2024 Sampling and Monitoring</b>	<ul style="list-style-type: none"><li>• Two (2) to three (3) days per month, from November, 2023 to March, 2024</li></ul>
<b>2024–2028 Sampling and Monitoring</b>	<ul style="list-style-type: none"><li>• Fifteen (15) days per month, in May and October; and three (3) to five (5) days per month from June to August of each year</li></ul>
<b>2024–2028 Freshet Monitoring &amp; Response</b>	<ul style="list-style-type: none"><li>• Full time from April 15 to July 15 of each year</li></ul>

The detailed scope of services, including details about environmental compliance requirements, subject to amendments, will be included as a schedule to the Contract. Although the Contract will generally set out the requirements for the Services, specific services will be authorized and set out by the Company in specific “**Service Package Instructions**” under the Contract, as needed.

#### **1.4 Affected Indigenous Group Engagement**

The Mine is located within the established or asserted traditional territories of both the Kaska Dena First Nations and the Dehcho Dene First Nations, with the Liard First Nation being the most affected of the Kaska Dena First Nations, and the Nahanni Butte Dene Band and Liidlii Kue First Nation being the most affected of the Dehcho Dene First Nations (collectively the “**Affected Indigenous Groups**”). Where possible, the Company will provide contracting and employment opportunities to qualified Affected Indigenous Groups and businesses and individuals located in the Northwest Territories.

Respondents are required to provide examples of how they have engaged with the Affected Indigenous Groups, including descriptions of where they have provided contracting and employment benefits as outlined in Section 4.3, and examples of other instances where they have worked with, or provided benefits to, Indigenous groups generally

#### **2.0 REQUEST FOR PROPOSALS PROCESS**

This section describes the process that the Company expects to use in the selection of a Preferred Proponent and the execution of the Contract. The anticipated process includes two stages: the RFQ stage, and the RFP stage.

##### **2.1 Request for Qualifications Stage**

The Company intends to review the Responses to select a shortlist of qualified parties (the “**Shortlisted Proponents**”) who will be invited to participate in the RFP for the Cantung Care and Maintenance Services as outlined in Section 2.2, leading to the execution of the Contract as noted in Section 1.1. Only the Shortlisted Proponents selected under this RFQ will be invited to participate in the RFP.

##### **2.2 Request for Proposals Stage**

Under the RFP, the Company anticipates receiving Proposals from Proponents by August 3 2023 and selecting a preferred Proponent (“**Preferred Proponent**”) by August 10, 2023. The Company intends to negotiate with the Preferred Proponent who may become the “Contractor” by entering into the Contract as noted in Section 1.1 for the Services, with Services to commence in or around October 15, 2023. Although the Contract will generally set out the requirements for the Services, specific services will be confirmed and set out in “Service Package Instructions” issued under the Contract, as needed.

##### **2.3 Selection of Preferred Proponent**

The Company intends to select a Preferred Proponent from amongst the Shortlisted Proponents at the end of the RFP stage. The Company will then enter into negotiations with the Preferred

Proponent to finalize the Contract, although it is expected that the form of Contract will be substantially settled during the RFP stage.

## **2.4 Preliminary Project Schedule**

The following is the Company's estimated timeline:

<b>Key Milestones</b>	<b>Anticipated Date(s)</b>
RFQ Issuance	Jul 4
RFQ Submission Deadline	Jul 11
Selection of Qualified Parties and RFP Issuance	Jul 14
Site Visit to Cantung	Jul 19 or 25
Proposal Submission Deadline	Aug 3
Selection of Preferred Proponent	Aug 10
Execution of Contract	Aug 24
Transition Period	Sep 1 to Oct 15

## **3.0 SUBMISSION INSTRUCTIONS**

### **3.1 Closing**

Responses to this RFQ must be received at or before:

5 P.M. Vancouver time  
July 11, 2023

(the "**Closing Time**").

### **3.2 Delivery Address and Contact Person**

Responses must be received at or before the Closing Time by mail or email as follows:

Alvarez & Marsal Canada Inc.  
Court-Appointed Monitor of North American Tungsten Corporation Inc.  
Attention: Vicki Chan  
925 West Georgia Street, Suite 902  
Vancouver, BC, V6C 3L2

Email: [vchan@alvarezandmarsal.com](mailto:vchan@alvarezandmarsal.com)



(the “**Delivery Address**”).

All enquiries related to this RFQ must be directed by email to the following person (the “**Contact Person**”):

Name: Vicki Chan

Email: [ychan@alvarezandmarsal.com](mailto:ychan@alvarezandmarsal.com)

### **3.3 Submission Email**

Responses to this RFQ must be addressed to the attention of the Contact Person and must be received on or before 5:00 p.m. Vancouver time, on July 11, 2023 (“**Response Submission Deadline**”).

Respondents must submit their Responses by email (the “**Submission Email**”) in the form of a PDF attachment, with the subject identified as “NATC Cantung Care and Maintenance Services Response”. The Company will not consider any attachments or information provided in a form other than as a PDF attached to the Submission Email.

Within one (1) business day upon receiving a Response, the Contact Person (or delegate) will send an email to the Respondent confirming receipt. The date and time of receipt as shown on the Company’s copy of the Submission Email will be deemed conclusively to be correct as to the date and time of receipt of the Response by the Company.

### **3.4 Late Responses**

The Company reserves the right not to consider Responses received after the Closing Time.

### **3.5 Addenda**

The Company may, in its sole and absolute discretion, amend this RFQ at any time by issuing a written addendum (an “**Addendum**” or “**Addenda**”). Written Addenda are the only means of amending or clarifying this RFQ, and no other form of communication whether written or oral, including written responses to enquiries will be included in or in any way amend this RFQ. Only the Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum.

### **3.6 Revisions Prior to the Closing Time**

Submitted Responses may be amended or withdrawn in writing, provided such written amendment or withdrawal is received by the Company at the Delivery Address prior to, but not after, the Closing Time. Oral amendments or withdrawals will not be considered or accepted.

## **4.0 SUBMISSION CONTENT**

### **4.1 General**

For ease of reference, Responses should follow the order and organization suggested in Section 4.0.

## 4.2 Cover Letter

A Response must include a cover letter, signed by an authorized representative of the Respondent, providing:

- i. confirmation that the signatory has the authority to sign on behalf of the Respondent; and
- ii. the name and contact details of the Respondent's representative (the "**Respondent's Representative**") who can receive, on behalf of the Respondent, information and communications from the Contact Person.

## 4.3 Response Contents

A Response must include the following (if the Respondent is a joint venture or partnership, information for each member of the joint venture or partnership must be included):

### i. Past Projects

Respondents must include a brief description of a minimum of three (3) projects describing the Respondent's experience in successfully providing services relevant to, and similar to the Services along with client references for one (1) project.

The Respondent may submit printed information from the Respondent's website describing their past projects.

### ii. Engagement with Affected Indigenous Groups

Respondents should provide examples of how they have previously engaged, or are engaging, the Affected Indigenous Groups through any of: employment, skills development, subcontracting, capacity building, use of contractors/services, or other related measures.

The Respondent should indicate the details of any Affected Indigenous Groups ownership of its business, relationships with Affected Indigenous Groups' subcontractors and suppliers and current Affected Indigenous Groups' employees. Respondents may also include any experience working with, or providing benefits to, Indigenous groups generally.

Responses with greater engagement with and benefits for the most affected of the Affected Indigenous Groups, as described in Section 1.4, will receive a more favourable evaluation.

## 5.0 EVALUATION

### 5.1 Monitor's Evaluation

The evaluation of Responses to identify the Shortlisted Proponents will be carried out by representatives of the Monitor and its advisors. The Monitor may be assisted by other persons as it determines are necessary in its sole discretion.

## **5.2 Evaluation Criteria**

The Monitor will compare and evaluate the Responses to identify the Respondents that the Monitor considers, in its sole discretion, to be most likely capable of submitting competitive Proposals to perform the Services. The Monitor's evaluation will take into account a Respondent's relevant experience providing services similar to the Services and experience working with, or providing benefits to, the Affected Indigenous Groups and Indigenous groups generally.

## **5.3 Evaluation and Selection Process**

To assist in the evaluation of Responses the Monitor may, in its sole and absolute discretion, seek clarification or additional information from any, some, or all Respondents with respect to their Response, and consider and rely on such supplementary information in the evaluation of Responses.

## **5.4 Notification of Shortlisted Proponents**

The Monitor will notify Respondents that have been shortlisted by sending a written notice to the applicable Respondent's Representative.

## **6.0 GENERAL CONDITIONS**

### **6.1 No Obligation to Proceed**

This RFQ does not commit the Company or Monitor to select Shortlisted Proponents, issue the RFP, or to enter into the Contract, and the Company reserves the complete right to at any time to reject all Responses, and to terminate this RFQ and proceed with the Scope of Services in some other manner.

### **6.2 No Contract**

This RFQ is not a contract between the Respondent and the Company or Monitor, nor is this RFQ an offer or an agreement to purchase work, goods or services. No contract of any kind for work, goods or services whatsoever is formed under, or arises from, this RFQ, or as a result of, or in connection with, the submission of a Response, unless the Company and the Preferred Proponent execute and deliver the Contract, and then only to the extent expressly set out in the Contract.

### **6.3 Cost of Preparing the Response**

Each Respondent is solely responsible for all costs incurred in the preparation of its Response, including all travel costs for the purpose of any site visit, all costs of providing any information required by the RFQ or requested by the Company, attending meetings or conducting due diligence.

### **6.4 Confidentiality**

All information pertaining to the Scope of Services received by any Respondent through participation in this RFQ is confidential and may not be disclosed without written authorization from the Contact Person, and in no event will a Respondent discuss the Scope of Services with

any member of the public or the media without the prior written approval of the Contact Person. Except as expressly stated in this RFQ, and subject to legislation, all documents and other records submitted in response to this RFQ will be considered confidential; however, such information or parts thereof may be released pursuant to requests under privacy or other applicable legislation or at the direction of a court.

## **6.5 Reservation of Rights**

The Company reserves the right, in its sole discretion, to:

- a. amend the Scope of Services and/or modify, cancel or suspend the RFQ process at any time for any reason;
- b. accept or reject any Response based on the evaluation of the Responses in accordance with this RFQ;
- c. waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;
- d. reject, disqualify or not accept any or all Responses without any obligation, compensation or reimbursement to any Respondent;
- e. solicit new Responses to this or a modified RFQ, call for quotes, tenders or Responses, or enter into negotiations for the Scope of Services or for services of a similar nature to the Scope of Services or any components thereof;
- f. make any changes to the terms of the business opportunity described in the RFQ; and
- g. amend, from time to time, any date, time period or deadline provided in this RFQ, upon written notice to all Respondents.

## **6.6 No Collusion**

Respondents and their employees and representatives involved with the Response will not discuss or communicate with any other Respondent or director, officer, employee, consultant, agent or representative of any other Respondent regarding the preparation, content or representation of their Response.

By submitting a Response, a Respondent represents and confirms to the Company with the knowledge and intention that the Company may rely on such representation and confirmation, that its Response has been prepared without collusion or fraud, and in fair competition with Responses from other Respondents.

## **6.7 Ownership of Response**

All Responses submitted pursuant to this RFQ become the property of the Company and will be received and held in confidence, subject to the requirements of law and this RFQ.

## **6.8 Limitation of Damages**

Each Respondent hereby expressly acknowledges and agrees that the Monitor is acting only in its representative capacity as Court-appointed monitor of North American Tungsten Corporation Ltd. and shall have no personal or corporate liability in any way relating to this RFQ or the Scope of Services, and each Respondent hereby waives any and all claims against the Monitor and the Company and all of its employees, advisors and representatives for any loss or damages it may incur in any way relating to this RFQ, including without limitation any loss of anticipated profits or loss of opportunity if no agreement is made between the Company and the Respondent for any reason including:

- a. if the Company accepts a non-compliant Response or otherwise breaches or fundamentally breaches the terms of this RFQ; or
- b. if the RFQ or Scope of Services are modified, suspended or cancelled for any reason or the Company exercises any rights under this RFQ, including by procuring the Scope of Services in another manner.