

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
Telus Plaza North, 5th floor  
10025 Jasper Avenue  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**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**

<b>Title - Sujet</b> Engineering Design	
<b>Solicitation No. - N° de l'invitation</b> EW702-131281/A	<b>Date</b> 2013-01-03
<b>Client Reference No. - N° de référence du client</b> GIANT-20131281	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$GMP-006-6036	
<b>File No. - N° de dossier</b> GMP-2-35169 (006)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-02-13</b>	
<b>Time Zone</b> Fuseau horaire Mountain Daylight Saving Time MDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pahl, Nathaniel	<b>Buyer Id - Id de l'acheteur</b> ncs001
<b>Telephone No. - N° de téléphone</b> (403) 292-5410 ( )	<b>FAX No. - N° de FAX</b> (403) 292-5786
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 5TH FL TELUS PLAZA NORTH 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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  
Telus Plaza North, 5th floor  
10025 Jasper Avenue  
Edmonton  
Alberta  
T5J 1S6

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

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**A. SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)****SI1 INTRODUCTION**

1. Public Works and Government Services Canada (PWGSC) intends to retain an individual consulting firm or joint venture to provide the professional services for the project as set out in this Request for Proposal (RFP).
2. This is a single phase selection process. The nature of the requirement and the anticipated limited number of response by the industry leads PWGSC to believe that this approach will not unduly force a large number of firms to expend an overall unreasonable amount of effort in response to PWGSC.
3. Proponents responding to this RFP are requested to submit a full and complete proposal. The proposal will cover not only the qualifications, experience and organization of the proposed Consultant Team, but also the general approach to the work, and the pricing and terms offered. A combination of the technical and price of services submissions will constitute the proposal.

**SI2 PROPOSAL DOCUMENTS**

1. All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are hereby incorporated by reference into and form part of this solicitation and any resultant contract.

All instructions, general terms, conditions and clauses identified in the RFP by number, date and title, are set out in the Standard Acquisition Clauses and Conditions Manual (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) issued by Public Works and Government Services Canada.

2. The following are the proposal documents:
  - (a) Supplementary Instructions to Proponents (SI); R1410T (2012-11-19), General Instructions to Proponents (GI); Submission Requirements and Evaluation (SRE);
  - (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
  - (c) Project Brief / Terms of Reference;
  - (d) any amendment to the solicitation document issued prior to the date set for receipt of proposals; and
  - (e) the proposal, Declaration/Certifications Form and Price Proposal Form.
3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

**SI3 QUESTIONS OR REQUEST FOR CLARIFICATION**

Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named below as early as possible. Enquiries should be received no later than 7 working days prior to the closing date identified on the front page of the Request for Proposal.

Enquiries received after that date may not be answered prior to the closing date of the solicitation.

Nathaniel Pahl

nathaniel.pahl@pwgsc-tpsgc.gc.ca

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## **SI4 OPTIONAL SITE VISIT AND BIDDERS CONFERENCE**

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on **January 18, 2013 at 12:30 PM, C-Dry Boardroom, Giant Mine Site, Yellowknife NWT.**

A bidders' conference will be held after the site visit at the C-Dry Boardroom. The conference will begin at 2:30 PM. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the scheduled visit and conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the names of the person(s) who will be attending and a list of issues they wish to table at least 5 working days before the scheduled conference.

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 or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid.

It is mandatory that all persons attending the site visit have the proper safety footwear (CSA approved green patch) . Hard hats, safety glasses and high visibility vests are also required. Contractor personnel/individuals who do not have the proper safety attire will be denied access to the site.

Non-registered bidders may not be allowed on the site.

All travel and living costs associated with travel to Yellowknife for the purpose of attending the Site Visit / Bidder's Conference will be borne by the Contractor or their representative.

## **SI5 CANADA'S TRADE AGREEMENTS**

This procurement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the World Trade Organization - Agreement on Government Procurement (WTO-AGP).

## **SI6 CODE OF CONDUCT AND CERTIFICATIONS - RELATED DOCUMENTATION**

By submitting a bid, the Proponent certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the R1410T (2012-11-19) General Instructions to Proponents (GI). The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Proponent certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Proponent, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Proponent and any of the Proponent's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Proponents who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Proponent. Proponents bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Proponents bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Proponent of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Proponent provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## **S17 WEB SITES**

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

Employment Equity Act

[Http://laws.justice.gc.ca/en/E-5.401/index.html](http://laws.justice.gc.ca/en/E-5.401/index.html)

Federal Contractors Program (FCP)

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

Certificate of Commitment to Implement Employment Equity form LAB 1168

<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>

Code of Conduct for Procurement

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

Consent to a Criminal Record Verification (PWGSC-TPSGC 229 form)

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

Lobbying Act

<http://laws.justice.gc.ca/en/L-12.4/?noCookie>

Contracts Canada

<https://buyandsell.gc.ca/>

Supplier Registration Information

<https://srisupplier.contractsCanada.gc.ca>

Consultant Performance Evaluation Report Form

<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

Canadian economic sanctions

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

National Joint Council (NJC) Travel Directive

[Http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php](http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php)

## B. TERMS, CONDITIONS AND CLAUSES

### 1. AGREEMENT

1. The Consultant understands and agrees that upon acceptance of the offer by Canada, a binding Agreement shall be formed between Canada and the Consultant and the documents forming the Agreement shall be the following:

- (a) the Front Page and this Agreement clause;
- (b) the General Terms, Conditions and Clauses, as amended, identified as:
  - R1210D (2012-11-19), GC1 - General Provisions
  - R1215D (2011-05-16), GC2 - Administration of the Contract
  - R1220D (2011-05-16), GC3 - Consultant Services
  - R1225D (2012-07-16), GC4 - Intellectual Property
  - R1230D (2012-07-16), GC5 - Terms of Payment
  - R1235D (2011-05-16), GC6 - Changes
  - R1240D (2011-05-16), GC7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
  - R1245D (2012-07-16), GC8 - Dispute Resolution
  - R1250D (2012-07-16), GC9 - Indemnification and Insurance
  - Supplementary Conditions
  - Agreement Particulars
- (c) Project Brief / Terms of Reference;
- (d) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
- (e) the proposal, the Declaration/Certifications Form and the Price Proposal Form.

2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date 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:

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

3. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
- (a) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;
  - (b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
  - (c) this Agreement clause;
  - (d) Supplementary Conditions;
  - (e) General Terms, Conditions and Clauses;
  - (f) Agreement Particulars;
  - (g) Project Brief / Terms of Reference;
  - (h) the proposal.

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## **2. SUPPLEMENTARY CONDITIONS (SC)**

### **SC1 PUBLIC CEREMONIES AND SIGNS**

The Consultant shall not permit any public ceremony in connection with the Work without the prior consent of Canada.

The Consultant shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of Canada.

### **SC2 CONTRACT TERM**

#### **1. Period of the Contract**

The period of the Contract is from Contract award to **28 February 2015** inclusive.

#### **2. Option to Extend the Contract**

The Consultant grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one-year period under the same terms and conditions. The Consultant agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Consultant at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### **SC3 TASK AUTHORIZATION PROCESS**

#### **1. Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### **2. Task Authorization Process**

1. The Project Authority will provide the Consultant with a description of the task using the Task Authorization form specified in Annex F.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.
3. The Consultant must provide the Project Authority within 15 working days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

4. The Consultant must not commence work until a TA authorized by the Contracting Authority has been received by the Consultant. The Consultant acknowledges that any work performed before a TA has been received will be done at the Consultant's own risk.

### 3. Task Authorization Limit

The Project Authority may not authorize individual Task Authorizations (TA), including any amendments thereto. Only the Contracting Authority can approve and issue or amend a TA.

### 4. Minimum Work Guarantee - All The Work Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **10% of the Maximum Contract Value.**

2. Canada's obligation under the Contract is to request Work that, in the aggregate, totals the Minimum Contract Value or, at Canada's option, to pay the Consultant at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Consultant agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work that, in the aggregate, totals the Minimum Contract Value during the period of the Contract, Canada must pay the Consultant the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Consultant under this clause if Canada terminates the Contract in whole or in part for default.

## SC4 HEALTH AND SAFETY

### 1. Workers Compensation

1. The recommended Proponent shall provide to the Contracting Authority, prior to Contract award:
  - a) a Workers Compensation Board 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).
2. The recommended Proponent 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 proposal being declared non-compliant.

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## 2. Employer/Prime Consultant

If required to travel to the Giant Mine Site in Yellowknife, the Consultant must comply with the applicable Health and Safety requirements specified by the Mine Manager while on site.

The Care & Maintenance contractor on site takes on the responsibilities of the Mine Manager as defined in the NWT Mine Health and Safety Act Regulations and assumes responsibility for Health & Safety and Environment at the site, during its own work activities and when other Contractors are at the site (including when PWGSC or AANDC has Contracts with other contractors for work at the site).

### SC5 TLICHO LAND CLAIM AND SELF-GOVERNMENT AGREEMENT

The area of the contract is within the Mòwhì Gogha Dè Nīṭtâèè area, as defined in the Tlicho Land Claims and Self-Government Agreement, and proximate to Yellowknife and Akaitcho Dene First Nation.

The requirements of the Tlicho Land Claim and Self Government Agreement will apply to this procurement. The benefits that apply are contained in: Chapter 26, the Tlicho Land Claim and Self Government Agreement, clauses 26.3, 26.3.1 (a).

[Http://www.aadnc-aandc.gc.ca/eng/1292948193972/1292948598544](http://www.aadnc-aandc.gc.ca/eng/1292948193972/1292948598544)

### SC6 ABORIGINAL OPPORTUNITIES CONSIDERATION

Compliance with the aboriginal opportunities consideration certification provided by the Consultant in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract in accordance with the requirements listed below.

#### 1. Background

Aboriginal Affairs and Northern Development Canada (AANDC)'s mandate is to maximize Aboriginal employment, sub-contracting and on-the-job training opportunities and involve local, regional and Aboriginal citizens and businesses under contract.

AANDC has requested that this requirement include Aboriginal Opportunities Considerations (AOC) for Supplies/Materials, Equipment and Services, on the job training, internal hiring for Aboriginal individuals or companies and Community development programs for local and/or regional Aboriginal citizens.

## 2. Reporting

In addition to the reporting requirements outlined in Annex E, a summary of activities undertaken to meet commitments made as part of the Aboriginal Opportunities Considerations portion of the Consultant's bid should be provided. The following table is to be completed with supporting information (such as invoices, work logs, payroll receipts, etc.) by the consultant on a monthly basis.

	<b>Total to date</b>	<b>Aboriginal Content</b>
Supplies/Materials, Equipment and Services procured for this contract	<i>value expended against this contract to date</i>	<i>value expended to Aboriginal Companies against this contract to date</i>
Value of on-the job training and Apprenticeship programs for Aboriginal people under this contract	<i>value expended against this contract to date</i>	<i>value expended to Aboriginal people against this contract to date</i>
Aboriginal opportunities for internal hiring	<i>value expended against this contract to date</i>	<i>value expended to Aboriginal Companies against this contract to date</i>
Delivery of community development programs for local and/or regional Aboriginal citizens.	<i>value expended against this contract to date</i>	<i>value expended to Aboriginal Companies against this contract to date</i>

## 3. AGREEMENT PARTICULARS

The Agreement Particulars will be issued at the time of award of contract and will identify the rates to be paid to the Consultant per the Price Proposal Form.

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Buyer ID - Id de l'acheteur

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gmp006

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File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX A TEAM IDENTIFICATION FORMAT**

For details on this format, please see the SRE section in the Request For Proposal. Back-ups required are to be clearly identified as such below.

The prime consultant and other members of the Consultant Team shall be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

**I. Prime Consultant (Proponent):**

Firm or Joint Venture Name: .....  
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Key Individuals and provincial professional licensing status and/or professional accreditation:

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**II. Key Sub Consultants / Specialists:**

**1. Project Principal / Sponsor**

Firm Name: .....  
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

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**2. Mining Engineer and Back-up**

Firm Name: .....  
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Key Individuals and provincial professional licensing status and/or professional accreditation:

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**3. Geotechnical Engineer - Soil and Back-up**

Firm Name: .....  
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Key Individuals and provincial professional licensing status and/or professional accreditation:

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**4. Geotechnical Engineer - Rock Mechanics and Back-up**

Firm Name: .....  
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Key Individuals and provincial professional licensing status and/or professional accreditation:

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**5. Water Treatment Specialist and Back-up**

Firm Name: .....  
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Key Individuals and provincial professional licensing status and/or professional accreditation:

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**6. Civil / Municipal Engineer (Cold Regions)**

Firm Name: .....  
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Key Individual and provincial professional licensing status and/or professional accreditation:

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**7. Mechanical Engineer**

Firm Name: .....  
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Key Individual and provincial professional licensing status and/or professional accreditation:

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**8. Electrical Engineer and Back-up**

Firm Name: .....  
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Key Individuals and provincial professional licensing status and/or professional accreditation:

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**9. Hydraulics Engineer**

Firm Name: .....  
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Key Individual and provincial professional licensing status and/or professional accreditation:

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**10. Structural Engineer**

Firm Name: .....  
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Key Individual and provincial professional licensing status and/or professional accreditation:

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**11. Cost Estimator**

Firm Name: .....  
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Key Individual and provincial professional licensing status and/or professional accreditation:

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**12. Surveyor - Surface**

Firm Name: .....  
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Key Individual and provincial professional licensing status and/or professional accreditation:

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**13. Surveyor - Underground**

Firm Name: .....  
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Key Individual and provincial professional licensing status and/or professional accreditation:

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**14. Mapping / Drafting/ 3D Modeling Specialist**

Firm Name: .....  
.....

Key Individual and provincial professional licensing status and/or professional accreditation:

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Solicitation No. - N° de l'invitation

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Buyer ID - Id de l'acheteur

gmp006

CCC No./N° CCC - FMS No/ N° VME

**ANNEX B DECLARATION/CERTIFICATIONS FORM**

**1. Proponent Information**

**Project Title:** Interim Giant Mine Engineer - General Design

**Name of Proponent:**

**Street Address:**

**Mailing Address** *(if different than street address)*

**City:**

**City:**

**Prov./Terr./State:**

**Prov./Terr./State:**

**Postal/ZIP Code:**

**Postal/ZIP Code:**

**Telephone Number:**(    )

**Fax Number:** (    )

**E-Mail:**

**Procurement Business Number:**

<p><b>Type of Organization:</b></p> <p>_____ Sole Proprietorship</p> <p>_____ Partnership</p> <p>_____ Corporation</p> <p>_____ Joint Venture</p>	<p><b>Size of Organization:</b></p> <p>Number of Employees _____</p> <p>Graduate Architects / Professional Engineers _____</p> <p>Other Professionals _____</p> <p>Technical Support _____</p> <p>Other _____</p>
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## 2. Federal Contractors Program (FCP) - Certification

Pursuant to GI 12, The Proponent must complete the following certification.

1. The Proponent, or, if the Proponent is a joint venture the member of the joint venture, certifies its status with FCP, as follows:

The Proponent or the member of the joint venture

- (a)  is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada,
- (b)  is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c.44;
- (c)  is subject to the requirements of the FCP, having a workforce of 100 or more full time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d)  is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Please check the appropriate item above. Further information on the FCP is available on the HRSDC Web site.

2. If the Proponent does not fall within the exceptions enumerated in 1. (a) or (b), or does not have a valid certificate number confirming its adherence to the FCP, the Proponent must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

## 3. Former Public Servant (FPS) - Certification

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, proponents must provide the information required below.

### 3.1 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or

- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the *Defence Services Pension Continuation Act*, 1970, c. D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c. R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c. R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c. M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c. C-8.

### 3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Proponent a FPS in receipt of a pension?

YES ( ) NO ( )

If so, the Proponent must provide the following information, for all FPS in receipt of a pension, as applicable:

- (a) name of former public servant;
- (b) date of termination of employment or retirement from the Public Service.

By providing this information, Proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### 3.3 Work Force Reduction Program

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Proponent must provide the following information:

- (a) name of former public servant;
- (b) conditions of the lump sum payment incentive;
- (c) date of termination of employment;
- (d) amount of lump sum payment;
- (e) rate of pay on which lump sum payment is based;
- (f) period of lump sum payment including start date, end date and number of weeks;
- (g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

**4. Declaration**

**Name of Proponent:**

**DECLARATION:**

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge.

If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

name	signature
Title	
I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture	
name	signature
title	
I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture	
name	signature
title	
I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture	

During the proposal evaluation period, PWGSC contact will be with the following person:\_\_\_\_\_.

Telephone Number: (    ) \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_

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

This Annex "B" should be completed and submitted with the proposal, but may be submitted afterwards as follows: if Annex "B" is not completed and submitted with the proposal, the Contracting Authority will so inform the Proponent and provide the Proponent with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the proposal non-responsive.

**ANNEX C PRICE PROPOSAL FORM**

**INSTRUCTIONS:** Complete this Price Proposal Form and submit in a **separate sealed envelope** with the Name of Proponent, Name of Project, PWGSC Solicitation Number, and the words "PRICE PROPOSAL FORM" typed on the outside of the envelope. Price Proposals are not to include GST/HST.

**PROPONENTS SHALL NOT ALTER THIS FORM**

**Project Title:** Interim Giant Mine Engineer - General Design

**Name of Proponent:**

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**The following will form part of the evaluation process:**

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◆ **Time Based Fees** (R1230D (2012-07-16), GC 5 - Terms of Payment)

Rates stated below are to be fixed for any Tasks requested during the first Contract period ( approximately 2 years).

The estimated hours shown in the respective categories of the Pricing Table below are estimates, and it is the intention that changes in hours from item to item will be accepted for billing purposes as the work proceeds, provided that the total cost of the authorized Task Authorization does not exceed the limitation of expenditure specified in the authorized Task Authorization.

**All bidders must provide an hourly rate and an extended price for all items below.** In the case of a discrepancy the hourly rate will apply and the extended total will be corrected by Canada.

**A. HOURLY RATES****1. Period 1: (Estimated) March 2013 – 28 February 2015**

#	Position/Title	Est Hours	Hourly Rate	Extended Price
1	Principal/Sponsor	100		
2	Mine Engineer			
2.1	Snr. Eng.	400		
2.2	Int. Eng.	80		
2.3	Jr. Eng.	50		
2.4	Snr. Tech	400		
2.5	Int. Tech	200		
2.6	Jr. Tech	100		
3	Geotechnical Engineer - Soils			
3.1	Snr. Eng.	200		
3.2	Int. Eng.	80		
3.3	Jr. Eng.	50		
3.4	Snr. Tech	400		
3.5	Int. Tech	200		
3.6	Jr. Tech	100		
4	Geotechnical Engineer – Rock Mechanics			
4.1	Snr. Eng.	400		

4.2		Int. Eng.	200		
4.3		Jr. Eng.	100		
4.4		Snr. Tech	400		
4.5		Int. Tech	200		
4.6		Jr. Tech	100		
5	<b>Water Treatment Specialist</b>				
5.1		Snr. Eng.	200		
5.2		Int. Eng.	100		
5.3		Jr. Eng.	100		
5.4		Snr. Tech	400		
5.5		Int. Tech	200		
5.6		Jr. Tech	100		
6	<b>Civil Municipal Engineer</b>				
6.1		Snr. Eng.	200		
6.2		Int. Eng.	80		
6.3		Jr. Eng.	50		
6.4		Snr. Tech	400		
6.5		Int. Tech	200		
6.6		Jr. Tech	100		
7	<b>Mechanical Engineer</b>				
7.1		Snr. Eng.	200		
7.2		Int. Eng.	300		
7.3		Jr. Eng.	100		
7.4		Snr. Tech	400		
7.5		Int. Tech	200		
7.6		Jr. Tech	100		
8	<b>Electrical Engineer</b>				
8.1		Snr. Eng.	300		
8.2		Int. Eng.	500		
8.3		Jr. Eng.	300		
8.4		Snr. Tech	1000		
8.5		Int. Tech	400		
8.6		Jr. Tech	200		
9	<b>Hydraulics Engineer</b>				
9.1		Snr. Eng.	200		
9.2		Int. Eng.	80		
9.3		Jr. Eng.	50		
9.4		Snr. Tech	400		
9.5		Int. Tech	200		
9.6		Jr. Tech	100		
10	<b>Structural Engineer</b>				
10.1		Snr. Eng.	100		
10.2		Int. Eng.	200		
10.3		Jr. Eng.	100		
10.4		Snr. Tech	200		
10.5		Int. Tech	200		
10.6		Jr. Tech	100		
11	<b>Cost Estimator</b>		200		
12	<b>Surveyor Surface</b>		200		

13	<b>Surveyor Underground</b>	200		
14	<b>Mapping / CADD / 3D Modeling Specialist</b>	200		
	<b>PERIOD 1 EXTENDED PRICE</b>			
	Others - Please provide any other rates that may be applicable if not included above They will not form part of Financial Evaluation.			

## 2. Option Period: 01 March 2015 – 29 February 2016

#	Position/Title	Est Hours	Hourly Rate	Extended Price
1	<b>Principal/Sponsor</b>	40		
2	<b>Mine Engineer</b>			
2.1	Snr. Eng.	150		
2.2	Int. Eng.	30		
2.3	Jr. Eng.	20		
2.4	Snr. Tech	150		
2.5	Int. Tech	75		
2.6	Jr. Tech	40		
3	<b>Geotechnical Engineer - Soils</b>			
3.1	Snr. Eng.	75		
3.2	Int. Eng.	30		
3.3	Jr. Eng.	20		
3.4	Snr. Tech	150		
3.5	Int. Tech	75		
3.6	Jr. Tech	40		
4	<b>Geotechnical Engineer – Rock Mechanics</b>			
4.1	Snr. Eng.	150		
4.2	Int. Eng.	75		
4.3	Jr. Eng.	40		
4.4	Snr. Tech	150		
4.5	Int. Tech	75		
4.6	Jr. Tech	40		
5	<b>Water Treatment Specialist</b>			
5.1	Snr. Eng.	75		
5.2	Int. Eng.	40		
5.3	Jr. Eng.	40		
5.4	Snr. Tech	150		
5.5	Int. Tech	75		
5.6	Jr. Tech	40		
6	<b>Civil Municipal Engineer</b>			
6.1	Snr. Eng.	75		
6.2	Int. Eng.	30		
6.3	Jr. Eng.	20		
6.4	Snr. Tech	150		
6.5	Int. Tech	75		
6.6	Jr. Tech	40		
7	<b>Mechanical Engineer</b>			
7.1	Snr. Eng.	75		
7.2	Int. Eng.	115		

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

EW702-131281/A

gmp006

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

GIANT-20131281

GMP-2-35169

7.3	Jr. Eng.	40		
7.4	Snr. Tech	150		
7.5	Int. Tech	75		
7.6	Jr. Tech	40		
8	<b>Electrical Engineer</b>			
8.1	Snr. Eng.	115		
8.2	Int. Eng.	190		
8.3	Jr. Eng.	115		
8.4	Snr. Tech	375		
8.5	Int. Tech	150		
8.6	Jr. Tech	75		
9	<b>Hydraulics Engineer</b>			
9.1	Snr. Eng.	75		
9.2	Int. Eng.	30		
9.3	Jr. Eng.	20		
9.4	Snr. Tech	150		
9.5	Int. Tech	75		
9.6	Jr. Tech	40		
10	<b>Structural Engineer</b>			
10.1	Snr. Eng.	40		
10.2	Int. Eng.	75		
10.3	Jr. Eng.	40		
10.4	Snr. Tech	75		
10.5	Int. Tech	75		
10.6	Jr. Tech	40		
11	<b>Cost Estimator</b>	75		
12	<b>Surveyor Surface</b>	75		
13	<b>Surveyor Underground</b>	75		
14	<b>Mapping / CADD / 3D Modeling Specialist</b>	75		
	<b>OPTION PERIOD EXTENDED PRICE</b>			
	Others - Please provide any other rates that may be applicable if not included above They will not form part of Financial Evaluation.			

### 3. Total Extended Price

1	Period 1 Extended Price	
2	Option Period Extended Price	
	<b>TOTAL EXTENDED PRICE</b>	

Solicitation No. - N° de l'invitation

EW702-131281/A

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

GIANT-20131281

Amd. No. - N° de la modif.

File No. - N° du dossier

GMP-2-35169

Buyer ID - Id de l'acheteur

gmp006

CCC No./N° CCC - FMS No/ N° VME

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## **B. DISBURSEMENTS**

### **1. Major Disbursements**

At cost without allowance for mark-up or profit, supported by invoices/receipts - see clause R1230D (2012-07-16), GC 5 - Terms of Payment, section GC5.12 Disbursements.

### **2. Communications**

Communications (such as Information Technology, telecom, faxcom, cellcom, day to day printing, courier) will be recovered at a firm fixed percentage of the professional fees in the Hourly Rate Table, as follows:

**Firm Fixed Fee \_\_\_\_%**

The firm fixed fee percentage provided will be applied to the Total Extended Price above to calculate the Total Communications Fee Estimate and will be included in the Total Evaluated Price. If no percentage fee is inserted a 0% fee will apply for evaluation and to the contract for all TA's.

## ANNEX D SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

### SRE 1 GENERAL INFORMATION

#### 1.1 Reference to the Selection Procedure

An 'Overview of the Selection Procedure' can be found in R1410T General Instructions to Proponents (G13).

#### 1.2 Calculation of Total Score

For this project the Total Score will be established as follows:

Technical Rating x 90%	=	Technical Score (Points)
<u>Price Rating x 10%</u>	=	<u>Price Score (Points)</u>
Total Score	=	Max. 100 Points

### SRE 2 PROPOSAL REQUIREMENTS

#### 2.1 Requirement for Proposal Format

The following proposal format information should be implemented when preparing the proposal.

Submit one (1) bound original plus four (4) bound copies of the proposal

Paper size should be - 216mm x 279mm (8.5" x 11")

Minimum font size - 10 point Times or equal

Minimum margins - 12 mm left, right, top, and bottom

Double-sided submissions are preferred

One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper

279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.

The order of the proposals should follow the order established in the Request for Proposal SRE section

#### 2.2 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is forty (40) pages.

The following are not part of the page limitation mentioned above;

Covering letter

Consultant Team Identification (Annex A)

Declaration/Certifications Form (Annex B) including Code of Conduct Certifications.

- Front page of the RFP
- Front page of revision(s) to the RFP
- Price Proposal Form (Annex C)
- Resumes identified in Point Rated Criteria 3.2.2.

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

## SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

### 3.1 MANDATORY REQUIREMENTS

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements. Please follow detailed instructions in R1410T General Instructions to Proponents, G116 Submission of Proposal. Proponents may choose to introduce their submissions with a cover letter.

Failure to meet mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

MANDATORY AT BID CLOSING		MET	NOT MET
1.	Technical & Price Proposals (Annex C) must be received in the bid receiving unit prior to the date and time indicated in the solicitation document. The Price proposal form should be completed and submitted separately from the technical proposal.		
2.	Complete and Submit Team Identification information (Annex A)		

MANDATORY PRIOR TO EVALUATION		MET	NOT MET
1.	Complete and Submit the Declaration/Certifications Form (Annex B)		
2.	Complete list of names of all individuals who are currently directors of the Proponent in accordance with the Code of Conduct Certifications in S15.		

#### 3.1.1 Licensing, Certification or Authorization

The proponent shall be licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the territory of the North West Territories.

#### 3.1.2 Consultant Team Identification

The consultant team to be identified must include the following:

- 1) Project Principal/Sponsor
- 2) Mining Engineer / back-up
- 3) Geotechnical Engineer - Soil / back-up
- 4) Geotechnical Engineer - Rock Mechanics / back-up
- 5) Water Treatment Specialist / back-up
- 6) Civil/Municipal Engineer (Cold Regions)
- 7) Mechanical Engineer
- 8) Electrical Engineer / back-up
- 9) Hydraulics Engineer
- 10) Structural Engineering
- 11) Cost Estimator

- 12) Surveyor Surface
- 13) Surveyor Underground
- 14) Mapping / Drafting/ 3D Modeling Specialist

Information required - name of firm, key personnel to be assigned to the project. For the prime consultant indicate current license and/or how you intend to meet the provincial or territorial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to R1410T General Instructions to Proponents, G19 Limitation of Submissions).

An example of an acceptable format (typical) for submission of the team identification information is provided in Annex A.

### 3.1.3 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

Annex B, Declaration/Certifications Form as required.

### 3.1.4 Code of Conduct Certifications - Consent to a criminal record verification

Proponents must submit with their bid or promptly thereafter;:

- (a) a complete list of names of all individuals who are currently directors of the Proponent;

## 3.2 RATED REQUIREMENTS

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. The clarity of the proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of the response).

### 3.2.1 Achievements of Proponent on Projects

*(Maximum Points: 50; Mandatory Minimum Score: 30)*

Describe the Proponent's accomplishments, achievements and experience as prime consultant on projects.

Select a **maximum** of [5] projects undertaken within the last [6] years. Joint venture submissions are not to exceed the maximum number of projects. Only the first [5] projects listed in sequence will receive consideration and any others will receive none as though not included. If Consultant team is a partnership or joint venture, at least one project for each partner in the team must be included in the project summaries.

**Project descriptions provided are to be a maximum of 2 pages each.**

Information that should be supplied:

- clearly indicate how this project is comparable/relevant to the requested project.
- brief project description and intent. Narratives should include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions.
- budget control and management - i.e. contract price & final construction cost - explain variation

- project schedule control and management - i.e. initial schedule and revised schedule - explain variation
- client references - name, address, phone and email of client contact at working level - references may be checked
- names of key personnel responsible for project delivery
- awards received / accomplishments / achievements

### 3.2.2 Achievements of Key Personnel / Specialists / Sub-consultants on Projects

*(Maximum Points: 150; Mandatory Minimum Score: 105)*

Describe the experience and performance of key personnel to be assigned to this project regardless of their past association with the current proponent firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements. The number in the () below represent the points available per individual.

Provide a resume / CV, up to 2 pages in length, for:

- 1) Project Principal/Sponsor (10)
  - Experience directly managing a complex project in Northern Operations (i.e. in remote cold regions) and/or mine sites
- 2) Mining Engineer (10) / back-up (5)
  - Experience on mines with both surface and underground workings
- 3) Geotechnical Engineer - Soil (10) / back-up (5)
  - Experience with mine site and cold regions geotechnical engineering
- 4) Geotechnical Engineer - Rock Mechanics (10) / back-up (5)
  - Experience with surface and underground mine stability issues
- 5) Water Treatment Specialist (10) / back-up (5)
  - Experience with mine site water treatment systems, specifically arsenic
- 6) Civil/Municipal Engineer (Cold Regions) (10)
  - Experience with pumping and pipelines, roads and other infrastructure in cold regions
- 7) Mechanical Engineer (10)
  - Experience with mine and/or industrial site mechanical infrastructure
- 8) Electrical Engineer (10) / back-up (5)
  - Experience with mine and/or industrial site electrical infrastructure, including High Voltage distribution systems
- 9) Hydraulics Engineer (10)
  - Experience with surface and subsurface water management, preferably on a mine site
- 10) Structural Engineering (10)
  - Experience with mine and/or industrial site buildings and structures
- 11) Cost Estimator (10)
  - Experience with PWGSC Class Cost Estimate process, as well as other industry accepted standards
- 12) Surveyor Surface (5)
  - Experience with Cold Regions and Surface Mine surveying
- 13) Surveyor Underground (5)
  - Experience with Underground Mine Surveying
- 14) Mapping / Drafting/ 3D Modeling Specialist (5)
  - Experience with 2D and 3D drawing and modeling, specifically Underground Mine Modeling software

Additional information that should be supplied for each key personnel:

- professional accreditation
- accomplishments/achievements/awards
- relevant experience (in accordance with the Terms of Reference), expertise, number of years experience
- role, responsibility and degree of involvement of individual in past projects
- experience developing tender documents and completing on -site inspection and QA functions (as relevant to the discipline)

### **3.2.3 Management of Services**

*(Maximum Points: 30; Mandatory Minimum Score: 18)*

The Proponent should describe how he/she proposes to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent control as well as production and communication efficiency; how the team will be organized and how it will fit in the existing structure of the firms; to describe how the team will be managed. The proponent is also to identify sub-consultant disciplines and specialists required to complete the consultant team.

If the Proponent proposes to provide multi-disciplinary services which might otherwise be performed by a sub-consultant, this should be reflected here.

Information that should be supplied:

- Confirm the makeup of the full project team including the names of the consultant sub-consultants and specialists' personnel and their role on the project.
- Organization chart with position titles and names (Consultant team). Joint Venture business plan, team structure and responsibilities, if applicable.
- Organization Chart should also identified the number and designated positions that Aboriginal employees will occupy, if applicable.
- What back-up will be committed
- Profiles of the key positions (specific assignments and responsibilities)
- Outline of an action plan of the services with implementation strategies and sequence of main activities
- Reporting relationships / structure between consultant, sub-consultants and PWGSC
- Communication strategies
- Response time: demonstrate how the response time requirements will be met

### **3.2.4 Proposal**

*(Maximum Points: 10; Mandatory Minimum Score: 6)*

The Proponent should provide a clear, concise and complete proposal that is well organized and prepared and follows the format outlined in Annex D.

### **3.2.5 Hypothetical Project**

Use the following hypothetical project to prepare your proposal. The hypothetical project will be used to evaluate the point rated criteria 3.2.5.1 and 3.2.5.2.

The proponent should identify the personnel (out of the list of required resources identified in 3.1.2) that will be involved in the work and all of the steps required to complete the site work through completion, as well as the steps required to effectively manage the consultant work internally.

In response to the hypothetical project, the proponent should demonstrate the provision of applicable services listed in 3.4 to 3.9 inclusive under Section 3. "Description of Services" in the Terms of Reference. (Annex E).

### Hypothetical Project

PWGSC manages on-going care and maintenance of an abandoned contaminated mine site on behalf of AANDC. This particular site consists of above ground open pits (all containing openings to underground), underground mine workings and an existing creek flowing through the site. A series of aging dams and dykes, constructed as part of original mine operation, prevent the creek from entering the open pits and entering the underground mine workings. There is major contamination in a zone between surface and 100 meters below surface. To prevent loss of contaminants to the environment the mine is dewatered year round at a level of 250 meters below surface with the dewatering infrastructure at 230 meters below surface.

The typical flow rates for the creek are:

Winter	0.25 m <sup>3</sup> / Second
Freshet Peek	2.0 to 3.6 m <sup>3</sup> / Second
Summer	0.5 to 0.75 m <sup>3</sup> / Second

Approximately 2 weeks prior to spring freshet the site care and maintenance contractor observes significant tension cracks in a section of a dam located directly adjacent to one of the open pits, which is directly connected to the underground mine infrastructure through the pit floor. If a dam breach were to occur at spring freshet it would overtake the existing underground pump capacity and flood the entire mine in approximately 48 hours. Flooding of the mine at this scale would have major environmental impacts and effects on the remediation efforts.

There is limited as built documentation from the construction of the dam and there is no geotechnical data available. Protection of the environment, worker health and safety and mine infrastructure are of the utmost importance to PWGSC. An immediate response is required to address this high risk situation in both the short term and for an approximate 10 year period (until full remediation of the site is complete).

#### 3.2.5.1 Understanding of the Project

*(Maximum Points: 40; Mandatory Minimum Score: 24)*

The proponent should demonstrate understanding of the goals of the hypothetical project, the technical requirements, the constraints and the issues that will affect the hypothetical project.

Demonstrate an understanding and appreciation of the unique nature of the hypothetical project relative to, but not limited to, the constraints of working on an abandoned mine site in the North, under care and maintenance.

Information that should be supplied:

- The technical requirements
- Relationship of work of the contract to the GNWT Mines Act
- Broader Goals (federal image, sensitivities, AANDC values and departmental objectives, etc)
- Significant issues, challenges and constraints

### 3.2.5.2 Scope of Services

*(Maximum Points: 20; Mandatory Minimum Score: 12)*

The proponent should demonstrate capability to perform the services in the hypothetical project, meet the hypothetical project challenges and to provide a plan of action.

Information that should be supplied:

- Approach to controlling schedule and cost in design work
- Approach to controlling scope

### 3.3 ABORIGINAL OPPORTUNITIES CONSIDERATION

*(Maximum Points: 40; NO Mandatory Minimum Score)*

#### Area:

This area of the contract is within the Môwhì Gogha Dè Nîitâèè area, as defined in the Tlicho Land Claims and Self-Government Agreement and proximate to Yellowknife and Akaitcho Dene First Nation.

Where government carries out public activities wholly or partly in Môwhì Gogha Dè Nîitâèè (NWT) which give rise to employment or other economic opportunities and government elects to enter into contracts with respect to those activities,

(a) the Government of Canada shall follow its contracting procedures and approaches intended to maximize local, regional and Aboriginal employment and business opportunities, including the provision of opportunities for potential contractors to become familiar with bidding systems;

#### Instructions:

Bidders should provide the information requested below. Aboriginal Affairs and Northern Development Canada (AANDC) provide to the bidders an opportunity to achieve additional points to be used in the evaluation of their proposals. This is in accordance with Land Claim Agreements and AANDC's mandate to support and provide opportunities to the local Aboriginal communities under Federal government contracts within a land claims area.

There is no pass /fail mark for this section. The aboriginal opportunities considerations evaluation criteria are not considered in the calculation for the required minimum of points overall. However, the available points under these criteria will be included in total number of available points.

#### 3.3.1 Plan *(Points Available: 15)*

Proponent should provide a measurable plan that maximizes the use of Aboriginal employment and business opportunities from the area of the contract.

#### 3.3.2 Offices *(Points Available: 5)*

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Proponent has head offices, staffed administrative offices or other facilities within the area of the contract.

### **3.3.3 Training and Development** (*Points Available: 10*)

Proponent should provide an undertaking of a commitment with respect to delivery of training and/or development programs for Aboriginal people from the area of the contract at no additional cost under this project.

This will be evaluated based on the following criteria:

*Innovation*

*Long-term Socio-Economic Benefit/Impact*

*Marketable Training/Skills*

Some options include but are not limited to:

*Apprenticeship Programs*

*Summer employment for College/University students*

*Scholarship funds*

*Partnerships with Training Organizations (i.e. Colleges, Universities, ECO Canada, Mine Training Society)*

### **3.3.4 Community Development** (*Points Available: 10*)

Proponent should provide an undertaking of a commitment with respect to delivery of a community development program for Aboriginal people from the area of the contract at no additional cost under this project.

This will be evaluated based on the following criteria:

*Innovation*

*Long-term Socio-economic Benefit/Impact*

*Alignment with the Communities' development Plan*

Some options include but are not limited to:

*Grants*

*Infrastructure*

*Equipment*

### 3.4 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:

#### 3.4.1 Technical

	Criterion	Weight Factor	Rating	Criterion Pass Mark	Weighted Rating
3.2.1	Achievements of Proponent on Projects	5.0	0 – 10	30	0 - 50
3.2.2	Achievements of Key Personnel / Specialists / Sub-Consultants on Projects	n/a	0 - 150 *	105	0 - 150
3.2.3	Management of Services	3.0	0- 10	18	0 - 30
3.2.4	Proposal	1.0	0 - 10	6	0 - 10
3.2.5.1	Hypothetical Project - Understanding of the Project	4.0	0 - 10	24	0 - 40
3.2.5.2	Hypothetical Project - Scope of Services	2.0	0 - 10	12	0 - 20
	<b>Technical Rating</b>	<b>Total</b>			<b>0 - 300</b>
	<b>Minimum Points Acceptable (70% Pass Mark)</b>				<b>210</b>

\* Personnel are rated on a scale of 0-10. Where applicable, personnel that are worth 5 points will be rated on a scale of 0-10 and then divided by 2 to obtain the total evaluated score out of 5.

**To be considered further, proponents must achieve a minimum pass mark for each section and an overall Technical Rating of two hundred ten (210) points out of the three hundred (300) points available as specified above. No further consideration will be given to proponents not achieving the pass marks identified.**

#### B. Aboriginal Opportunities Consideration

Criterion	Weight Factor	Rating	Weighted Rating
Plan	1.5	0 - 10	0 - 15
Offices	0.5	0 - 10	0 - 5
Training and Development	1.0	0 - 10	0 - 10
Community Development	1.0	0 - 10	0 - 10
<b>Aboriginal Opportunities Consideration Rating (No Pass Mark)</b>			<b>0 - 40</b>

#### C. Total Available Technical Score

Rating	Possible Range
Technical Rating	0 - 300
Aboriginal Opportunities Consideration Rating	0 - 40
<b>Total Technical Score</b>	<b>340</b>

### 3.4.2 Generic Evaluation Table

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

<b>Non Responsive</b>	<b>Inadequate</b>	<b>Weak</b>	<b>Adequate</b>	<b>Fully Satisfactory</b>	<b>Strong</b>
<b>0 Point</b>	<b>2 Points</b>	<b>4 Points</b>	<b>6 Points</b>	<b>8 Points</b>	<b>10 Points</b>
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements	Some understanding of the requirements but lacks adequate understanding in some areas of the requirements	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates expert understanding of the requirements
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be easily corrected	No significant weaknesses	No apparent weaknesses
	Proponent lacks qualifications and experience	Proponent does not have minimum qualifications and experience	Proponent has minimum 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 all 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 project's needs	Sample projects generally not related to this project's needs	Sample projects generally related to this project's needs	Sample projects directly related to this project's needs	Leads in sample projects directly related to this project's needs
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Minimum acceptable capability, should meet minimum performance	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

#### SRE 4 PRICE OF SERVICES

All price proposal envelopes corresponding to responsive proposals which have achieved the minimum pass mark for each point rated section and an overall pass mark of two hundred ten (210) points will be opened upon completion of the technical evaluation.

The Total Evaluated Price will be the sum of the Total Extended Price and the Communications Fee Estimate.

When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

The remaining price proposals are rated as follows:

The lowest price proposal receives a Price Rating of 100

The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other price proposals receive a Price Rating of 0.

On the rare occasions where two (or more) price proposals are identical, the matching price proposals receive the same rating and the corresponding number of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Price Score.

#### SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating + AOC Rating	0 - 340	90	0 - 90
Price Rating	0 - 100	10	0 - 10
<b>Total Score</b>		<b>100</b>	<b>0 - 100</b>

The Proponent receiving the highest Total Score is the first entity that the Evaluation Board will recommend for the provision of the required services. In the case of a tie, the proponent submitting the lower price for the services will be selected.

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File No. - N° du dossier

GMP-2-35169

Buyer ID - Id de l'acheteur

gmp006

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX E      TERMS OF REFERENCE**

This Annex is attached as a separate .pdf document.

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**ANNEX F      TASK AUTHORIZATION FORM**

This Annex will be provided upon Contract award.