

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
Suite 1650
635 - 8th Ave. S.W.
Bureau 1650
635 - 8e avenue, SO
Calgary
Calgary
Alberta
T2P 3M3
Bid Fax: (403) 292-5786

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

Title - Sujet Mining Support Services	
Solicitation No. - N° de l'invitation EW702-132576/A	Date 2013-03-27
Client Reference No. - N° de référence du client EW702-132576	
GETS Reference No. - N° de référence de SEAG PW-\$GMP-006-6069	
File No. - N° de dossier GMP-2-35119 (006)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-05-07	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Pahl, Nathaniel	Buyer Id - Id de l'acheteur gmp006
Telephone No. - N° de téléphone (403) 292-5410 ()	FAX No. - N° de FAX (403) 292-5786
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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**

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada/Travaux
publics et Services gouvernementaux Canada
Suite 1650
635 - 8th Ave. S.W.
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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Terms of reference, the Basis of Payment, Insurance Requirements, Task Authorization Form, Aboriginal Opportunities Consideration and Technical Evaluation Criteria.

2. Summary

2.1 Requirement

Public Works and Government Services Canada (PWGSC) on behalf of Aboriginal Affairs and Northern Development Canada (AANDC) has a requirement for Mining Engineering Support Services at the Giant Mine site in Yellowknife NWT.

The base four year contract period will be from contract award to March 31, 2017 plus six (6) additional 1 year option periods.

The Consultant will be expected to provide a full range of Mine engineering, geotechnical (soils) engineering, geo-physical assessment and modeling and surveying services including but not limited to: geotechnical investigations and assessments, geophysical investigations and assessments, hydrological investigations and assessments, underground surveying, mine workings assessments (access, ventilation, etc.), 3D modeling, cost estimates, risk assessments, on-site supervision, quality control & assurance, commissioning witnessing/verification and project close-out coordination.

Consultants are also to assist PWGSC and the Construction Manager to develop Performance Based Specifications to support a Design-Build project delivery approach. PWGSC will act as the Project Manager throughout the duration of this contract.

2.2 Trade Agreements

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

2.3 Tlicho Land Claim and Self-Government Agreement

The area of the contract is within the Môwhì Gogha Dè Nîîtâèè 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)

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-andconditions-manual>)

All clauses identified herein by number, date and title are incorporated by reference into and form part of the bid solicitation.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.1 Limitation of Submissions

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.
2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.
3. An arrangement whereby Canada contracts directly with a consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the consultant team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.
4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.
5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Terms of reference contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fifteen (15) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. Optional Site Visit and Bidder's 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 **April 16, 2013 at 9:00 AM, C-Dry Boardroom, Giant Mine Site, Yellowknife NT.**

A bidders' conference will be held after the site visit at the **at 1:30 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.

Attendance of the Site Visit is limited to 1 individual from each company for the tour of the work site.

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. Bidders are to notify whether they will attend both the site visit and bidder's conference or only one of the events.

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. Consultant 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 Bidder or their representative.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 original + 4 hard copies)**
Section I-I: Aboriginal Opportunities Consideration (1 original + 4 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content ; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>

Page Limitation

The maximum number of pages (including text and graphics) to be submitted for the Point Rated Requirements is forty (40) pages. 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 following are not part of the page limitation mentioned above;

- Covering letter
- Declaration/Certifications in Part 5.
- Financial and Other Requirements in Part 6.
- Front page of the RFP
- Front page of revision(s) to the RFP
- Basis of Payment (Annex B)
- Resumes identified in Point Rated Criteria 2.2. (Annex F)
- Aboriginal Opportunities Consideration submission (if applicable)

Consequence of non-compliance: any pages which extend beyond the first 40 pages and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and experience and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section I-I: Aboriginal Opportunities Consideration

The bidder should clearly demonstrate that it has the capacity to and will maximize Aboriginal employment, sub-contracting and on-the-job training opportunities and involve Aboriginal citizens and businesses in carrying out the work under this project.

Section II: Financial Bid

Your financial bid should be submitted in a separate envelope and be clearly marked as "Financial Bid". Prices must appear in the financial bid only. Financial information must not be indicated in any other section of the bid.

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

All prices must be quoted in Canadian funds, FOB Giant Mine Site, Yellowknife.

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and private sector consultants will evaluate the bids.

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex F, Technical Evaluation Criteria.

1.2 Financial Evaluation

The Total Evaluated Price will be the sum of the Total Extended Price and the Communications Fee Estimate as per Annex B.

1.2.1 SACC Manual clause A0222T (2010-01-11), Evaluation of Price

2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria; and
 - (c) obtain the required minimum points specified for each section of Annex F - Technical Evaluation Criteria;
2. Bids not meeting (a), (b) and (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the total technical score (including Aboriginal Opportunities Consideration) for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and multiplied by the ratio of 30%.
6. When there are three or more responsive proposals, an average price is firstly determined by adding all the price proposals together and dividing the total by the number of price proposals considered. All price proposals which are greater than twenty-five percent (25%) above the average price will then be set aside and receive no further consideration.

All price proposals which are thirty percent (30%) or more below the average price may be required to submit documentation demonstrating, to the satisfaction of Canada, that the bidder is capable of providing the services at the proposed amounts throughout the contract term. If a bidder cannot provide such documentation, the price proposal will be set aside and receive no further consideration.

This documentation may include the following:

- 1) paid invoices from other clients confirming that the same rates for the same individuals proposed have been utilized within the last year,
 - 2) a price breakdown showing costs which include, but are not limited to: direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, profit, and
 - 3) any other supporting documentation that may be requested by Canada.
7. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
8. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where four of the five bids are responsive and the selection of the consultant is determined by a 70/30 ratio of technical merit and price, respectively.

The total available points is 340.

The lowest evaluated price is \$1,650,000.00 for Bidder C. Therefore, Bidder C gets the full 30 points available for price.

Firm Name	Technical Proposal (168 Pass Mark)	Aboriginal Opportunities Consideration (No Pass Mark)	Total Overall Points Awarded	Evaluated Price Proposal	Weighted Score = 70%	Weighted Price = 30%	Total Score
Bidder A	260/280	50/60	310/340	\$1,800,000.00	63.82	27.5	91.32
Bidder B	280/280	20/60	300/340	\$1,700,000.00	61.76	29.12	90.88
Bidder C	192/280	30/60	222/340	\$1,650,000.00	45.71	30	75.71
Bidder D	203/280	25/60	228/340	\$2,400,000.00	46.94	N/A	N/A
Bidder E	139/280 Non - compliant	N/A	N/A	N/A	N/A	N/A	N/A

4 bids met the minimum pass mark in the technical evaluation portion of the bid evaluation. As a result, all evaluated price proposals were added together and divided by 4 in order to reach the average bid price which was determined to be \$1,887,500.00. Bidder D's price proposal was greater than twenty-five percent (25%) above the average price and was set aside and received no further consideration.

Bidder E did not achieve the minimum pass mark for the technical proposal and was not considered any further.

Bidder A was deemed the Best Overall Proposal.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder 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 Bidder, 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 Bidder and any of the Bidder'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.

Bidders 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 Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders 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 Bidder 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 Bidder 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.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder 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 bid non-responsive.

2.1 Federal Contractors Program - Certification - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168 (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=profile&form=lab1168&dept=sc&lang=e>), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder 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; (<http://laws.justice.gc.ca/en/E-5.401/index.html>)
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/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.)

Further information on the FCP is available on the HRSDC Web site.
(<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>)

2.2 Former Public Servant 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, bidders must provide the information required below.

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.

2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder 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, Bidders agree that the successful Bidder'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 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes () No ()**

If so, the Bidder 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.

2.3 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.4 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - FINANCIAL AND OTHER REQUIREMENTS

1. **A9033T Financial Capability** **2012-07-16**

2. **Health and Safety**

1. **Workers Compensation**

1. The recommended Bidder must 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 Bidder must 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.

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 assume responsibility for Health & Safety and Environment at the site, during its own work activities and when other Contractors or Consultants are at the site (including when PWGSC or AANDC has Contracts with other contractors or consultants for work at the site).

3. **Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder 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 bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

The Consultant must perform the Work in accordance with the Terms of reference at Annex "A".

1.1 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.

1.2 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 D.
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 calendar 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 Project Authority or Contract Authority (based on the TA limits outlined at 1.3) 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.

1.3 Task Authorization Limit

The Project Manager may authorize individual task authorizations up to a limit of \$100,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions. The Senior Project Manager may authorize individual task authorizations up to a limit of \$200,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions. Any task authorization to be issued in excess of \$200,000.00 Goods and Services Tax or Harmonized Sales Tax included, must be authorized by the Project Authority and Contracting Authority before issuance.

1.4 Periodic Usage Reports - Contracts with Task Authorizations

The Consultant must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Consultant must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Consultant must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, GST or HST extra;
- iv. the total amount, GST or HST extra, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (GST or HST extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the consultant for all authorized TAs; and
- ii. the total amount, GST or HST extra, expended to date against all authorized TAs.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

All clauses identified herein by number, date and title are incorporated by reference into and form part of the Contract.

2.1 General Conditions

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The period of the Contract is from the date of Contract to **31 March 2017** inclusive.

3.2 Option to Extend the Contract

The Consultant grants to Canada the irrevocable option to extend the term of the Contract by up to six (6) additional one (1) year periods under the same 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.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Nathaniel Pahl, Supply Specialist
Public Works and Government Services Canada

Telephone: 403.292.5410
Facsimile: 403.292.5786
nathaniel.pahl@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Consultant must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Project Authority

The Project Authority for the Contract is:

To Be Announced Upon Award

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Consultant's Representative

The Consultant's Representative for the Contract is:

To Be Determined Upon Award

5. Payment

5.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Consultant will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Consultant under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Consultant unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

5.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Consultant under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$ 6,500,000.00**. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Consultant unless an increase has been approved, in writing, by the Contracting Authority.
3. The Consultant must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Consultant considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,

whichever comes first.
4. If the notification is for inadequate contract funds, the Consultant must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Consultant does not increase Canada's liability.

5.3 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.

5.4 H1008C Monthly Payment 2008-05-12

5.5 SACC Manual Clauses

A9117C	T1204 - Direct Request by Customer Department	2007-11-30
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C2605C	Canadian Customs Duties and Sales Tax - Foreign-based Contractor	2008-05-12

5.6 C0705C Discretionary Audit 2010-01-11

5.7 C0710C Time and Contract Price Verification 2007-11-30

6. Invoicing Instructions

The Consultant must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report.

Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7. Certifications

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the 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) the Articles of Agreement;
- (b) the supplemental general conditions: 4006 (2010-08-16) Contractor to Own Intellectual Property Rights in Foreground Information;
- (c) 2035 (2012-11-19), General Conditions - Higher Complexity - Services;
- (d) Annex A, Terms of reference;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, Task Authorization Form;
- (h) Annex E, Aboriginal Opportunities Consideration;
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Consultant's bid dated *To Be Determined*;

10. SACC Manual Clauses

A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
A9068C	Government Site Regulations	2010-01-11

11. 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.

12. Insurance Requirements

The Consultant must comply with the insurance requirements specified in Annex C. The Consultant must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Consultant from or reduce its liability under the Contract.

The Consultant is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Consultant's expense, and for its own benefit and protection.

The Consultant must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Consultant must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13. Health and Safety Requirements

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 assume responsibility for Health & Safety and Environment at the site, during its own work activities and when other Contractors or Consultants are at the site (including when PWGSC or AANDC has Contracts with other Contractors or Consultants for work at the site).

14. 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 in Annex E.

Solicitation No. - N° de l'invitation

EW702-132576/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

gmp006

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

EW702-132576

File No. - N° du dossier

GMP-2-35119

CCC No./N° CCC - FMS No/ N° VME

ANNEX A TERMS OF REFERENCE

The Terms of reference is attached here-to as a separate PDF.

ANNEX B BASIS OF PAYMENT

Rates stated below are to be fixed for any Tasks requested during Contract Period 1 and Contract Period 2 (approximately 4 years).

The estimated hours shown in the respective categories of the Tables below are estimates.

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.

1. HOURLY RATES**A. PERIOD 1: (Estimated) May 2013 – 31 March 2015**

#	Position/Title	Est Hours	Hourly Rate	Extended Price
1	Principal/Sponsor	250		
2	Senior Project Manager	1000		
3	Mining Engineer			
3.1	Snr. Eng.	600		
3.2	Int. Eng.	200		
3.3	Jr. Eng.	100		
3.4	Snr. Tech	1000		
3.5	Int. Tech	400		
3.6	Jr. Tech	50		
4	Geotechnical Engineer - Rock Mechanics			
4.1	Snr. Eng.	600		
4.2	Int. Eng.	100		
4.3	Jr. Eng.	100		
4.4	Snr. Tech	1000		
4.5	Int. Tech	200		
4.6	Jr. Tech	20		
5	Hydrologist			
5.1	Snr. Sci.	600		
5.2	Int. Sci.	100		
5.3	Jr. Sci.	50		
5.4	Snr. Tech	200		
5.5	Int. Tech	50		
5.6	Jr. Tech	10		
6	Surveyor - Underground			
6.1	Snr.	1000		
6.2	Int.	400		
6.3	Jr.	1000		
7	Geophysics Specialist	500		
8	Cost Estimator	800		
9	Surveyor Underground	1500		
10	GIS / Mapping / CADD Specialist	500		
11	Administration	200		
	PERIOD 1 EXTENDED PRICE			
	Others - Please provide any other rates that may be applicable if not included above. They will not form part of Financial Evaluation.			

B. PERIOD 2: 01 April 2015 – 31 March 2017

#	Position/Title	Est Hours	Hourly Rate	Extended Price
1	Principal/Sponsor	250		
2	Senior Project Manager	1000		
3	Mining Engineer			
3.1	Snr. Eng.	600		
3.2	Int. Eng.	200		
3.3	Jr. Eng.	100		
3.4	Snr. Tech	1000		
3.5	Int. Tech	400		
3.6	Jr. Tech	50		
4	Geotechnical Engineer - Rock Mechanics			
4.1	Snr. Eng.	600		
4.2	Int. Eng.	100		
4.3	Jr. Eng.	100		
4.4	Snr. Tech	1000		
4.5	Int. Tech	200		
4.6	Jr. Tech	20		
5	Hydrologist			
5.1	Snr. Sci.	600		
5.2	Int. Sci.	100		
5.3	Jr. Sci.	50		
5.4	Snr. Tech	200		
5.5	Int. Tech	50		
5.6	Jr. Tech	10		
6	Surveyor - Underground			
6.1	Snr.	1000		
6.2	Int.	400		
6.3	Jr.	1000		
7	Geophysics Specialist	500		
8	Cost Estimator	800		
9	Surveyor Surface	1500		
10	GIS / Mapping / CADD Specialist	500		
11	Administration	200		
	PERIOD 2 EXTENDED PRICE			
	Others - Please provide any other rates that may be applicable if not included above. They will not form part of Financial Evaluation.			

C. TOTAL EXTENDED PRICE

1	Period 1 Extended Price	
2	Period 2 Extended Price	
	TOTAL EXTENDED PRICE	

D. TOTAL EVALUATED PRICE

1	Total Extended Price	
2	Total Communications Fee Estimate (See 2. Disbursements)	
	TOTAL EVALUATED PRICE	

2. DISBURSEMENTS

A. Major Disbursements

Major disbursements will be recovered at cost without allowance for mark-up or profit, supported by invoices/receipts. Major disbursements shall include: materials, supplies, testing & analysis, subcontracting, subconsulting, one time large printing jobs (i.e.: final reports, tender documents with full sized plans).

Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable shall not exceed the amount negotiated for each resulting Task Authorization without the prior authorization of the Departmental Representative.

B. 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. This fixed fee % will remain unchanged for the full period of the contract including any option periods.

Firm Fixed Fee ____%

For evaluation purposes, the firm fixed fee percentage provided will be applied to the Total Extended Price 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.

C. Equipment

Equipment required to complete the scope of work for each individual Task Authorization is to be identified in the consultant's proposal, in response to the Terms of Reference for the Task Authorization, and accepted and approved by the Project Manager and Contracting Authority. The equipment will be reimbursed at cost without allowance for mark-up or profit, supported by invoices/receipts.

D. Travel and Living Expenses

The Consultant will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".
<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

3. OPTION PERIODS

Prior to exercising an option period, hourly rates will be adjusted using the Statistics Canada figures for "Management, scientific and technical consulting services [5416]" (excluding overtime). This will result in either an increase or decrease to the current hourly rates.

Any resulting adjustments will be effective no sooner than the start of the option period and approved in writing by the Contract Authority. In the instance where a TA will bridge the contract and option period, the TA will be based on the rates from the period in which the majority of the work is to be completed as forecasted at the time of TA issuance. If it is determined that the majority of the work will be completed in the next period of the contract and the rates are unknown, current rates will be used until the new rates are in place.

Historic rates for Average weekly earnings from the Survey of Employment, Payrolls and Hours (SEPH), by type of employee for selected industries classified using the North American Industry Classification System (NAICS) for "Management, scientific and technical consulting services [5416]" (excluding overtime and including All Canada) are as follows:

Year	Management, scientific and technical consulting services [5416]	Percentage + / -
2005	976.12	-
2006	995.07	1.94%
2007	1,058.82	6.41%
2008	1,107.61	4.61%
2009	1,116.76	0.83%
2010	1,139.71	2.06%
2011	1,174.58	3.06%
	Total Increase	18.90%

More information can be found at:

http://www5.statcan.gc.ca/cansim/a26?lang=eng&retrLang=eng&id=2810027&tabMode=dataTable&src_hLan=-1&p1=-1&p2=9

An example of calculations are as follows:

$$\text{Adjusted Price} = P \times [1 + (A-B)/A]$$

Where:

P = Current Rate

A = Base year Average Weekly Earnings (AWE) for the previous year

B = Average Weekly Earnings for 2 years prior

Example: Price increase applied prior option period 1 for the firm unit rate of \$150 per hour.

AWE 2011: 1,174.58

AWE 2010: 1,139.71

$$= \$150 \times [1 + (1,174.58 - 1,139.71) / 1,139.71]$$

$$= \$150 \times 1.03059550236$$

$$= \text{Adjusted rate of } \$154.59.$$

ANNEX C INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Consultant must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than **\$5,000,000.00** per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Consultant's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) **Bodily Injury and Property Damage** to third parties arising out of the operations of the Consultant.
 - (c) **Products and Completed Operations:** Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Consultant and/or arising out of operations that have been completed by the Consultant.
 - (d) **Personal Injury:** While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) **Cross Liability/Separation of Insureds:** Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) **Blanket Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) **Employees** and, if applicable, Volunteers must be included as Additional Insured.
 - (h) **Employers' Liability** (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) **Broad Form Property Damage including Completed Operations:** Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) **Owners' or Consultants' Protective Liability:** Covers the damages that the Consultant becomes legally obligated to pay arising out of the operations of a subconsultant.
 - (m) **Non-Owned Automobile Liability:** Coverage for suits against the Consultant resulting from the use of hired or non-owned vehicles.

- (n) **Sudden and Accidental Pollution Liability (minimum 120 hours):** To protect the Consultant for liabilities arising from damages caused by accidental pollution incidents.
- (o) **Litigation Rights:** Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Consultant's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Consultant's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. Errors and Omissions Liability Insurance

1. The Consultant must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than **\$5,000,000.00** per loss and in the annual aggregate, inclusive of defence costs. **Such insurance must be procured and maintained on a project-specific basis with a dedicated limit for the project identified in this requirement.**
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Solicitation No. - N° de l'invitation

EW702-132576/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

gmp006

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

EW702-132576

File No. - N° du dossier

GMP-2-35119

CCC No./N° CCC - FMS No/ N° VME

ANNEX D TASK AUTHORIZATION FORM

This Annex will be provided upon Contract award.

ANNEX E 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 this requirement includes Aboriginal Opportunities Consideration (AOC) for Supplies/Materials, Equipment and Services, on the job training, internal hiring for Aboriginal individuals or companies and Community development program for local and/or regional Aboriginal citizens.

Where government carries out public activities wholly or partly in Mòwhì Gogha Dè Nìitáèè (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 consultants to become familiar with bidding systems;

2. Area of Contract

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

3. Reporting

In addition to the reporting requirements outlined in Annex A, 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.

	Total to date	Aboriginal Content
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>

ANNEX F TECHNICAL EVALUATION CRITERIA**1. MANDATORY REQUIREMENTS**

Failure to meet the 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 must be received in the bid receiving unit prior to the date and time indicated in the solicitation document.		

MANDATORY PRIOR TO CONTRACT AWARD		MET	NOT MET
1.	Provision of Certifications as per Part 5, Certification prior to contract award: i. Code of Conduct Certification; ii. Federal Contractor's Program Certification; iii. Former Public Servant Certification; iv. Status and Availability of Resources Certification; v. Education and Experience Certification;		
2.	Provide a Workers Compensation Board letter of good standing as per Part 6 - Upon Request		
3.	Provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.		

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).

2.1 Achievements of Bidder on Projects

(Maximum Points: 50; Mandatory Minimum Score: 35)

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

Select a **maximum** of three (3) projects undertaken within the last eight (8) years. Joint venture submissions are not to exceed the maximum number of projects. Only the first three (3) 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, a project for each partner in the team must be included in the project summaries. If the Consultant team is a partnership or joint venture, a project involving the team working together should be provided.

It is requested that Bidders limit the project descriptions to two (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 investigations and modeling, design philosophy / approach to meet the intent, design challenges and resolutions. Make specific references to development of Design Criteria (and associated information) to support projects that were delivered using a Design-Build approach, as well as fulfilling a Quality Assurance role on behalf of the owner.
- budget control and management - i.e. Initial design contract value & final cost - explain variation
- project schedule control and management - i.e. initial design 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. Preference may be given to Project Summaries that include Key Personnel that are identified below in section 2.2.
- awards received / accomplishments / achievements

2.2 Achievements of Key Personnel / Specialists / Sub-consultants on Projects*(Maximum Points: 120; Mandatory Minimum Score: 84)*

Describe the experience and performance of key personnel to be assigned to this project regardless of their past association with the current bidder 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.

If multiple individuals are proposed for a single key personnel position and it is not identified who the primary individual is, the first individual in sequence will be evaluated. Back-ups identified for positions where a back-up is not requested in the RFP will not be evaluated.

Provide a resume / CV for each key personnel that includes the following, as well as the specific skills identified for each key personnel. It is requested that Bidders limit the resume to two (2) pages and focus on experience outlined below and relate it to listed in 3.3 to 3.10 inclusive under Section 3. "Description of Services" in the Terms of Reference.

- 1) Project Principal/Sponsor (10)
 - Experience directly managing complex design projects
- 2) Senior Project Manager (10) / back-up (5)
 - Experience coordinating and managing multi-discipline design teams on complex projects in northern operations and/or mine sites.
- 3) Mining Engineer (10) / back-up (5)
 - Experience with aboveground and underground mines (access development and rehabilitation, backfilling and support infrastructure) in cold regions
- 4) Geotechnical Engineer - Rock Mechanics (10) / back-up (5)
 - Experience with mine site and cold regions geotechnical engineering (slope stability, underground stability, etc.)
- 5) Hydrologist (10) / back-up (5)
 - Experience with surface and underground mine site water movement and interactions
- 6) Surveyor - Underground (10) / back-up (5)
 - Experience with underground mine surveying in cold regions
- 7) Geophysics Specialist (10)

- Experience with various geophysics methods at industrial and mine sites in cold regions
- 8) Cost Estimator (10)
 - Experience with PWGSC Class Cost Estimate process, as well as other industry accepted standards
- 9) Surveyor Surface (10)
 - Experience with surface mine surveying
- 10) 3D Underground Mine Modeling Specialist (5)
 - Experience with 3D Underground Mine Modeling

Information that should be supplied:

- relevant experience, expertise and number of years experience in the position proposed
- role, responsibility and degree of involvement of individual in past projects, specifically at mine and industrial sites in northern remote cold regions
- project management experience as a design lead (as relevant to the discipline)
- experience with investigations, developing conceptual design and tender documents (performance based) and completing on -site inspection and QA functions (as relevant to the discipline)
- professional accreditation
- accomplishments/achievements/awards

2.3 Management of Services

(Maximum Points: 30; Mandatory Minimum Score: 21)

The Bidder 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 bidder is also to identify sub-consultant disciplines and specialists required to complete the consultant team.

If the Bidder 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 identify 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

2.4 Proposal

(Maximum Points: 10; No Mandatory Minimum Score)

The Bidder should provide a clear and concise proposal that is well organized and prepared and follows the format outlined in accordance with this Annex.

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 2.5.1 and 2.5.2.

In response to the hypothetical project, the bidder should demonstrate the provision of applicable services listed in 3.3 to 3.10 inclusive under Section 3. "Description of Services" in the Terms of Reference. (Annex A).

The bidder should identify the personnel (out of the list of required resources in 2.2) that will be involved in the work and all of the activities that the bidder would have to complete as PWGSC's QA representative (including a description of the understanding of the Design-Build process for this type of project), as well the steps to manage the consultant work internally.

The bidder is not to provide a design/solution in response to the hypothetical project, but to outline the steps/plan required to complete the activities identified in the hypothetical project.

Hypothetical Project

Due to presence of a significant risk to the environment and health and safety to personnel working at the Giant Mine site and the general public, PWGSC is undertaking the assessment of seven (7) Open Pits at a northern remote cold region mine site in order to evaluate the volume and structural integrity of the pits and to subsequently utilize the information to develop Performance Based Specifications for the Backfilling of the Pits and to subsequently utilize the information to develop Performance Based Specifications for the long term stabilization of the pits.

The Construction Manager (CM), on behalf of PWGSC, is tendering a Design-Build Contract for the Pit stabilization work. The work of the contract may include drilling and blasting, excavating and preparing the backfill material in the pits as well as any other work required to stabilize the pits.

The Design-Build contractor will provide a preliminary plan as part of the contract tender and subsequent Detailed Plans prior to work progressing.

The CM requires both the development of Design Criteria and the RFP for the Design-Build Contract, as well as Quality Assurance during the execution of the pit stabilization activities.

2.5.1 Understanding of the Project

(Maximum Points: 40; Mandatory Minimum Score: 28)

The bidder 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 the control of a separate contractor that fulfills the role of the Mine Manager.

Information that should be supplied:

- The technical requirements
- Relationship of work of the contract to the GNWT Mines Reclamation Guideline (2007)
- Broader Goals (federal image, sensitivities, AANDC values and departmental objectives, etc)
- Significant issues, challenges and constraints (ex. Logistics planning)

2.5.2 Scope of Services*(Maximum Points: 20; Mandatory Minimum Score: 14)*

The bidder 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 the bidder's own scope, schedule and cost in the performance of the scope of services

3. ABORIGINAL OPPORTUNITIES CONSIDERATION*(Maximum Points: 40; No Mandatory Minimum Score)*

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.

3.1 Plan *(Points Available: 15)*

The Bidder should provide a measurable plan and outline the steps that will be taken to achieve the plan that maximizes the use of Aboriginal employment and business opportunities from the area of the contract.

3.2 Offices *(Points Available: 5)*

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

3.3 Training and Development *(Points Available: 10)*

The Bidder 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)*

3.4 Community Development (Points Available: 10)

The Bidder 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*

4. EVALUATION AND RATING

Price envelopes will remain sealed and only the technical components of the responsive proposals will be reviewed, evaluated and rated by a PWGSC Evaluation Board in accordance with the following to establish Technical Ratings:

4.1 Technical

A. Technical Point Rated Criteria

	Criterion	Weight Factor	Rating	Individual Pass Mark	Weighted Rating
2.1	Achievements of Bidder on Projects	5.0	0 – 10	35	0 - 50
2.2	Achievements of Key Personnel / Specialists / Sub-Consultants on Projects	n/a	0 – 120 *	84	0 – 120
2.3	Management of Services	3.0	0 - 10	21	0 - 30
2.4	Proposal	1.0	0 - 10	n/a	0 - 10
2.5	Hypothetical Project – Understanding of the Project	4.0	0 - 10	28	0 - 40
2.6	Hypothetical Project – Scope of Services	2.0	0 - 10	14	0 - 20
	Technical Rating	Total			0 – 270
	Minimum Points Acceptable (80% Pass Mark)				216

* 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, bidders must achieve a minimum pass mark for each section and an overall Technical Rating of two hundred sixteen (216) points out of the two hundred seventy (270) points available as specified above. No further consideration will be given to bidders 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
Aboriginal Opportunities Consideration Rating (No Pass Mark)			0 - 40

C. Total Available Technical Score

Rating	Possible Range
Technical Rating	0 - 270
Aboriginal Opportunities Consideration Rating	0 - 40
Total Technical Score	310

4.2 Generic Evaluation Table

PWGSC Evaluation Board members will individually evaluate the strengths and weaknesses of the Bidder'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.

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements	Some understanding of the requirements but lacks adequate understanding in some areas of the requirements	Demonstrates a good understanding of the requirements	Demonstrates a very good understanding of the requirements	Demonstrates 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
	Bidder lacks qualifications and experience	Bidder does not have minimum qualifications and experience	Bidder has minimum qualifications and experience	Bidder is qualified and experienced	Bidder 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