

# Independent Peer Review Services - Advance Contract Award Notice (ACAN)

December 3, 2013

## 1. Purpose of an Advance Contract Award Notice (ACAN)

An Advance Contract Award Notice (ACAN) allows a department to post a notice, for no less than fifteen (15) calendar days, indicating to the supplier community that it intends to award a contract to a pre-identified supplier. If no other supplier submits, during the fifteen calendar day posting period, a statement of capabilities that meets the requirements set out in the ACAN, the competitive requirements of the government's contracting policy have been met. Following notification to suppliers not successful in demonstrating that their statement of capabilities meets the requirements set out in the ACAN, the contract may then be awarded using the Treasury Board's electronic bidding authorities.

If other potential suppliers submit statements of capabilities during the fifteen calendar day posting period, and meet the requirements set out in the ACAN, the department must proceed to a full tendering process on either the government's electronic tendering service or through traditional means, in order to award the contract.

## 2. Definition of requirement

The Department of Indian Affairs and Northern Development (DIAND) holds responsibility for many of the Government of Canada's roles in the North, as mandated by the *DIAND Act*. This responsibility is met primarily through the programs and services of the Northern Affairs Organization (NAO).

DIAND must balance the need to support the North's economic potential with sustainable development and environmental protection. A major component of the fulfilment of these goals is the addressing of sites in the North, on Crown lands which have become contaminated.

A contaminated site is defined as: a site at which substances occur at concentrations (1) above background levels and pose (or are likely to pose) an immediate or long-term risk to human health or the environment, or (2) exceeding levels specified in relevant policies or regulations.

Since 1991, NAO has been managing northern federal contaminated sites. Its Northern Contaminated Sites Program (NCSP) has the objective to manage these sites to mitigate the effects of contamination on both human populations and the environment. This includes a focus on environmental and human health and safety with the aim to reduce the environmental, financial, and human health liability associated with high and medium risk contaminated sites. Within the purview of this Program, DIAND carries out a variety of projects in the North, including environmental assessment, monitoring, and remediation.

As of July 2011, 890 contaminated sites in the North have been identified and require action with assessment and/or remediation. NCSP is responsible for the management of these sites, based on a classification system according to the extent of their potential or actual impact on human health and safety and the environment.

DIAND's performance objectives for the NCSP include the following:

1. to meet legal obligations and federal and departmental policy requirements regarding the management of contaminated sites;
2. to require that, where a suspected contaminated site has been identified, the site be assessed in a timely, consistent and cost-effective manner;
3. to remediate, in line with approved resource levels, all National Classification System (NCS) Class 1 contaminated sites in the North, on a priority basis, unless it can be demonstrated that for a specific site an alternative form of management is appropriate.

4. to promote the federal "polluter pay" principle.
5. to promote the social and economic benefits that may accrue to First Nations, Inuit and Northerners when carrying out activities.
6. to provide a scientifically valid, risk management based framework for setting priorities, planning, implementing and reporting on the management of contaminated sites.

To facilitate the attainment of these objectives in Departmental activity in the North, DIAND requires access to independent technical expertise in order to enhance project proposals and approaches to support NCSP project planning, and monitoring of project execution.

DIAND seeks to establish a Standing Offer Agreement (SOA) with an established professional organization experienced in mining industry and contaminated mine site technical review, with a cadre of qualified resources to provide Independent Peer Review Services on an as-and-when-required basis.

### **Independent Peer Review Services**

Independent Peer Review is a neutral, third party review, assessment, comment, and advice on the technical merits of a contaminated sites project, approach, methods or plans, for the purpose of assuring the owner and/or regulators that the project, approach, methods or plans are feasible, appropriate, sound, safe, and will achieve the project objectives in a compliant manner.

DIAND's NCSP has implemented a formal Independent Peer Review process (comprised of a panel of one (1) or more independent Technical Subject Matter Experts) whose purpose is to examine the technical merits of project design(s) being proposed, including, but not limited to, approaches, methods, technologies, plans, and any other technical detail involved in the design and execution of a project. The aim of this Panel process is to ensure the design and implementation of each project follows industry best practices, provides good value to the Crown and is technically robust. The objective for the delivery of Independent Peer Review Services is to ensure the design and implementation of projects that will support the overall objectives of the NCSP.

### **Required Technical Subject Matter Areas**

NCSP's Contaminated Site projects vary greatly in size, complexity, site location and conditions, nature and extent of contamination, project stage and approach; and including a variety of remediation and reclamation methods, techniques and technologies.

In order to ensure the appropriate level of expertise is brought to bear through the Independent Peer Review process, DIAND requires Technical Subject Matter Expert resources qualified and capable of providing Services in each of the following technical subject matter areas (i through viii):

- i) **Mine Waste Geochemistry:** (e.g. acid rock drainage, pit lake geochemistry, hydrogeochemistry, etc.)
- ii) **Mine Waste Geotechnical Engineering:** (e.g. dam design and safety, mine waste covers, landform design, rock mechanics, etc.)
- iii) **Mine Site Contaminant Hydrogeology:** (e.g. groundwater contaminant migration, natural attenuation of contaminants in groundwater, *in situ* treatment technologies, etc.)
- iv) **Mine Site Water Treatment:** (e.g. water treatment technologies, sludge management, etc.)
- v) **Mine Reclamation Specialist:** (e.g. review and evaluation of closure plans, risk characterization of abandoned mine hazards, mine waste management best practices, etc.)
- vi) **Ground Freezing and Permafrost Engineering** (e.g. artificial ground freezing, permafrost engineering, ground freeze engineering, etc.);
- vii) **Hydrology and Hydraulics:** (e.g. northern hydrology, stream flow forecasting, river engineering, mine site water management, etc.)
- viii) **Human Health and Ecological Risk Assessment** (e.g. risk due to contaminant exposures, traditional Aboriginal diets and harvesting, Northern ecosystems, etc.).

### **Scope of Independent Peer Review Services**

Services will be required on an as-and-when-requested basis, as further defined in any Call-up document(s) issued by DIAND. Services may include any combination of the following Independent Peer Review Services (without limitation):

- (a) Expert technical evaluation, support, training, mentoring, coaching, and advice on studies, plans, guidelines and codes of practice, submissions, and engineered/structural works associated with projects;
- (b) Review, assessment and comment on project proposals, remediation plans, contaminated sites methods and approaches, and detailed work plans; including but not limited to: their engineering, feasibility, cost/value, quality, safety, environmental impact, socio-economic impact, and risk, among other factors;
- (c) Review, assessment and comment on detailed work plans, schedules, quarterly reports, health and safety plans, emergency response plans/measures, execution plans including mobilization and logistics, and risk mitigation plans;
- (d) Expert advice to project managers and other Program personnel on the preparation of detailed work plans (in whole or in part);
- (e) Identification, prioritization and expert advice on strategic, technical or operational risks (including cost escalation) to the Program and projects;
- (f) Expert advice and/or participation as a subject matter expert in project review teams and quality assurance teams;
- (g) Analysis of assigned topics within the required Technical Subject Matter Areas and preparation of discussion papers which may include: options, implications, risk identification and analysis, mitigation measures and recommendations;
- (h) Facilitation or attendance at technical meetings, project meetings, regulatory meetings, or other related forums on behalf of the NCSP or as an independent third party, and production of related reports in preparation for or stemming from these meeting outcomes;
- (i) Expert advice on organization design and/or project design to achieve effective and efficient operation;
- (j) Development of guideline documents, codes of practice, or protocols for review panels and related activities;
- (k) Development and/or delivery of training/coaching/mentoring packages on guidelines, codes of practice and protocols suitable for adult audiences;
- (l) Expert evaluation and review of cost estimates, including contingency funding (i.e. cost validation);
- (m) Expert advice on ways to continually improve current program and project planning and control systems;
- (n) Development of program management and/or project management guideline documents, codes of practice, protocols, planning and/or conduct of research and/or field studies in the area of Remote / Northern operations; and
- (o) Other related Independent Peer Review Services as requested by the Project Authority.

Deliverables will be defined in any resulting Call-up(s), but may include (without limitation): review of documentation, attendance at panel meetings, hearings and project meetings, written analysis, advice and expertise and/or presentation of analysis, advice and expertise in the required Technical Subject Matter Area(s). Deliverable schedules will be defined within any resulting Call-up(s).

Services may be called upon in support of one (1) or more of the required Technical Subject Matter Areas in relation to one (1) or more aspects of an NCSP Contaminated Site project. The Technical Subject Matter Experts (collectively, the Independent Peer Review Panel) may be called upon to provide Independent Peer Review Services in support of any or all of the Contaminated Sites (“Contaminated Site projects”) under NCSP’s care. A full listing of these sites is available online at: <http://www.tbs-sct.gc.ca/fcsi-rscf/numbers-numeros-eng.aspx?qid=1021424>

The primary area of service delivery is within NCSP’s Headquarters, located in the National Capital Region (NCR). On occasion, work under a Call-up may require the Contractor to visit NCSP’s regional offices and/or contaminated sites as a guest of the Department/site Contractor.

### 3. Criteria for assessment of the Statement of Capabilities

#### Minimum Essential Requirements

Interested suppliers who consider themselves fully qualified and available to meet the following specified requirements must submit a statement of capabilities clearly demonstrating how they meet the advertised requirements.

- (a) The supplier must be an **established professional firm** experienced in providing a **breadth of expert advisory services** covered by the firm’s professional practice, **across all eight (8) required Technical Subject Matter Areas**.
- (b) The supplier must demonstrate **organizational experience in providing Independent Peer Review Services** in support of **large scale mining or contaminated mine site projects**.
- (c) The supplier must demonstrate experience in providing expert review and advisory services for a **diversity of mine site projects** completed for a **variety of clients and in a variety of conditions and geographic areas; including Northern and Remote mine sites**. Northern in this context is defined as an area of continuous or discontinuous permafrost. Remote in this context is defined as a location with only seasonal or intermittent road access, or is only accessible by air and/or boat, or any other type of location that poses additional logistical challenges to accessing the site.
- (d) The supplier must demonstrate it is able to provide **reliable service from a dedicated team of eight (8) qualified Technical Subject Matter Expert resources** [one (1) qualified Technical Subject Matter Expert resource in each of the eight (8) required Technical Subject Matter Areas] to provide consistent Independent Peer Review Services to DIAND on an as-and-when required basis.
  - o A Qualified Technical Subject Matter Expert is defined as an individual meeting **all** of the following qualifications:
    - (a) Demonstrates a **minimum of 15 years** professional **work experience specifically in his/her Technical Subject Matter Area** [one (1) of i through viii)]; and
    - (b) Demonstrates a **minimum of four (4) professional Independent Peer Review engagements within his/her Technical Subject Matter Area (including: Technical Review Boards, Expert Witness testimony, Expert Review, etc. but excluding peer review of journal publications, conference papers, etc.) of work done by other firms successfully completed for clients external to the supplier’s organization;** and
    - (c) Demonstrates **experience working on multi-year projects in Northern or Remote environments**. The resource need not have worked on the project(s) for multiple years but the project(s) must have a duration of more than 24 consecutive months. Northern in this context is defined as an area of continuous or discontinuous permafrost. Remote in this context is defined as a location with only seasonal or intermittent road access, or is only

accessible by air and/or boat, or any other type of location that poses additional logistical challenges to accessing the site; and

- (d) Demonstrates successful completion of a **degree or advanced degree or professional designation** (e.g. P.Eng, P.Geo, R.P. Biol, etc.) **in a field relevant to his/her Technical Subject Matter Area**; and
  - (e) Demonstrates that he/she is a **recognized contributor to the professional field of her/his Technical Subject Matter Area**, through delivery of training/formal education, professional publications, presentations, conference proceedings, or publication of peer reviewed works; relevant to his/her Technical Subject Matter Area.
- (e) To provide a quality yet cost effective Independent Peer Review Service, the supplier must have the **ability to supplement the resource capacity** of its team of Technical Subject Matter Expert resources with the services of junior to intermediate level technical staff members (e.g. 2 to 8 years of relevant work experience) for assistance with report preparation, field visits, meeting attendance/note taking, or any other assistance required to support the completion of the assigned duties as an Independent Peer Reviewer. The supplier must agree to and comply with the requirement of providing any supplementary junior to intermediate level resource(s) at a fixed daily rate for the duration of the Standing Offer Agreement. To ensure quality service to NCSP, the work of any such junior or intermediate resource(s) must be overseen by a qualified Technical Subject Matter Expert (as defined above).
- (f) To support the attainment of a comprehensive understanding of the issues associated with established Contaminated Sites projects, approaches, methods and plans, the work to be undertaken requires the conduct of neutral and objective reviews and provision of independent advice. The supplier must therefore **agree to and comply with the requirement to remain independent** from any association with consultants or contractors involved in other aspects of work for the NCSP.
- (g) To mitigate the risk for a potential conflict of interest (real or perceived) to arise in the delivery of Independent Peer Review Services vis-a-vis the NCSP Contaminated Sites projects which are the subject of the Independent Peer Review, the **supplier and each of its qualified Technical Subject Matter Expert resources must agree to and comply with the following** limitations:
- o Since the work to be conducted under this agreement may have an impact on statements of work/requirement, requests for proposals or related solicitation documentation in future procurement processes by Canada or a Territorial Government, in order to avoid any conflict of interest or appearance of conflict of interest, it is understood and agreed that:
    - a) I, \_\_\_\_\_, my bodies corporate, \_\_\_\_\_, any of its bodies corporate, and its Directors, management and consultants are not eligible to bid, either as a prime contractor, subcontractor or named resource on any solicitation related to any contaminated site project to which the supplier provides Independent Peer Review Services, and shall, if so doing, render the bid non compliant.
    - b) I, \_\_\_\_\_, my bodies corporate, \_\_\_\_\_, any of its bodies corporate, and its Directors, management and consultants are not eligible to assist in the preparation of a bid related to any contaminated site project to which the supplier provides Independent Peer Review Services, either directly or indirectly, and shall, if so doing render the bid non compliant.

#### 4. Applicability of the trade agreement(s) to the procurement

This procurement is subject to the following trade agreements:

- the Agreement on Internal Trade (AIT);
- the World Trade Organization – Agreement on Government Procurement (WTO-AGP);
- the North American Free Trade Agreement (NAFTA);
- the Canada Chile Free Trade Agreement (CCFTA);
- the Canada-Peru Free Trade Agreement (CPFTA); and
- the Canada-Colombia Free Trade Agreement (CCOFTA).

## 5. Justification for the proposed Supplier

Robertson GeoConsultants Inc. is an established consulting firm, specializing in providing its professional advisory services and expertise to **projects in the mining industry and for contaminated mine sites**.

In business for over 18 years, since 1995, Robertson GeoConsultants Inc. has provided services to clients on **projects in 22 countries** and completed **over 120 projects** at some of the largest and most remote mines in the world. Services provided include:

- ARD and Geochemistry
- Audit and Review for Mines
- Contaminant Control
- Expert Testimony
- Groundwater Impact Assessment
- Mine Closure Planning
- Mine Waste Management
- Mineralogical Characterization
- Pit Slope Engineering for Mines
- Risk & Liability Assessments
- Seepage Control in Tailings Impoundments and Waste Rock Piles
- Tailings Dam Design
- Water Management

Robertson GeoConsultants Inc. provides **access to a dedicated and qualified team of experienced technical subject matter experts**, each specializing in the delivery of a unique subject matter expertise to the application of mining projects and contaminated mine remediation and reclamation; supplemented by experienced support staff.

Robertson GeoConsultants Inc. senior staff specialize in providing Technical Review, Audit and Corporate Governance support to Corporate or Institutional Boards and to senior decision makers involved in operating or regulating mines. Working at this senior level Robertson GeoConsultants Inc. senior staff have participated on Technical Review Boards; in Specialist Technical Reviews, and providing Technical Assessment and Guidance to several government bodies at both State and Federal level in Canada, USA and Peru. Robertson GeoConsultants Inc. senior staff currently participate on, or have participated on, more than 20 Technical Review Boards established by mining regulating governmental institutions and mining companies.

In addition to their technical specialization, Robertson GeoConsultants Inc. senior staff are specialists in risk assessment and management for large and high hazard geotechnical structures in the mining industry. They have been instrumental in the development and application of risk assessment methodologies (such as Failure Modes and Effects Analyses – FMEA) and decision making for mining projects (such as Multiple Accounts Analyses – MAA).

The Robertson GeoConsultants Inc. team has completed **over 80 projects** for external clients in the mining industry in support of contaminated mine sites, including all project perspectives (public sector, private sector and regulatory bodies). This experience includes **30 projects** in Canada, and a wide breadth of **experience in Northern and Remote contexts** (e.g. Yukon Territory, Northwest Territories), as well as a depth of experience working on Remote mine sites in Alaska and outside of Canada.

Robertson GeoConsultants Inc. demonstrate a track record of innovation in the industry and contribution to the professional community in the required Technical Subject Matter Areas, including participation in a variety of research projects, and role in the delivery of industry initiatives such as Enviromine, Hydromine, Geotechmine and Geomine web sites for mining environmental technology. Robertson GeoConsultants Inc. **resources have contributed to over 130** professional publications and conference proceedings in the required Technical Subject Matter Areas.

Robertson GeoConsultants Inc. has demonstrated experience providing Independent Peer Review services to both private sector and public sector clients, and as such has a thorough understanding of the responsibilities that government departments have in managing contaminated sites. As an experienced provider of independent audit, expert witness and technical peer review services, Robertson GeoConsultants Inc. has **experience with the requirement to maintain independence and a conflict of interest free status** relative to the subject work and follow-on work.

Robertson GeoConsultants Inc. has demonstrated experience in providing the services required for the Independent Peer Review process, with extensive experience providing all of the following:

1. Senior Technical Review for major mining geotechnical structures and contaminant control facilities;
2. Northern climate (permafrost) experience to the mining sector;
3. Risk assessment and management services specific to mining structures for contaminant control;
4. Practical experience with design, construction and cost evaluations for major geotechnical structures and contamination control on mine sites, and;
5. Depth of experience and practice on Technical Review Boards for both government bodies and mining companies.

Based on the above combination of capacity and experience, the proposed supplier is considered uniquely qualified to perform the work.

## 6. Government Contracts Regulations Exception(s)

The following exception to the Government Contracts Regulations is invoked for this procurement:

**subsection 6(d)** - *"only one person is capable of performing the work"*.

## 7. Exclusions and/or Limited Tendering Reasons

The following exclusion(s) and/or limited tendering reasons are invoked:

**Agreement on Internal Trade (AIT) – Article 506 Paragraph 12 (b)**, where there is an absence of competition for technical reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists.

**World Trade Organization - Agreement on Government Procurement (WTO-AGP) – Article XV (15), Paragraph 1 (b)**, the products or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

**North American Free Trade Agreement (NAFTA) – Article 1016.2(B)** the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists.

**Canada-Peru Free Trade Agreement – Article 1409, Paragraph 1 (b) iii**, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist.

**Canada-Colombia Free Trade Agreement – Article 1409, Paragraph 1 (b) iii**, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute goods or services exist.

## 8. Ownership of Intellectual Property.

Canada intends to retain ownership of any Foreground Intellectual Property arising out of the proposed contract on the basis that the main purpose of the contract is to generate knowledge and information for public dissemination (in accordance with s. 6.4.1 of the [Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts](#)).

**9. The period of the proposed contract or the delivery date(s)**

The proposed agreement is for a period of three (3) years, from date of Award. DIAND reserves the right to extend the term of the agreement by up to two (2) additional one (1) year periods.

**10. A cost estimate of the proposed contract**

The estimated ceiling limit of the Standing Offer Agreement, including option(s), is \$2,000,000.00 (GST/HST included).

**11. Name and address of the proposed Contractor:**

Robertson GeoConsultants Inc.  
900 - 580 Hornby St  
Vancouver, BC, Canada. V6C 3B6

**12. Submission of Statement of Capabilities by suppliers**

Suppliers who consider themselves fully qualified and available to provide the goods, services or construction services described in the ACAN, may submit a statement of capabilities in writing to the contact person identified in this notice on or before the closing date of this notice. The statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

**13. The closing date for a submission of a statement of capabilities.**

The closing date and time for accepting statements of capabilities is **December 18, 2013 at 15:00 EST.**

**14. Inquiries and submission of statements of capabilities**

Inquiries and statements of capabilities are to be directed e-mail to:

Céline Viner  
Senior Contracting Officer  
Materiel and Asset Management Directorate  
Department of Indian Affairs and Northern Development  
10 Wellington Street  
Gatineau, QC, K1A 0H1  
Telephone: (819)-994-7304  
Facsimile: (819)-953-7830  
E-mail: celine.viner@aandc-aadnc.gc.ca