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**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

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Title - Sujet Environmental Monitoring Services Environmental Monitoring Services, Faro Mine Remediation Project	
Solicitation No. - N° de l'invitation EZ897-220593/A	Amendment No. - N° modif. 002
Client Reference No. - N° de référence du client EZ897-220593	Date 2021-12-24
GETS Reference No. - N° de référence de SEAG PW-\$FAR-008-8318	
File No. - N° de dossier FAR-1-44101 (008)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Pacific Standard Time PST on - le 2022-01-26 Heure Normale du Pacifique HNP	
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: Yu, Daphne	Buyer Id - Id de l'acheteur far008
Telephone No. - N° de téléphone (236) 335-8299 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

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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

REQUEST FOR PROPOSAL (RFP)

ENVIRONMENTAL MONITORING SERVICES

Faro Mine Remediation Project (FMRP)
Faro Mine Complex, Yukon Territory

Amendment No. 002 is raised to:

- A. Provide the Optional Virtual Bidders' Conference Report including the attendee list, agenda, presentations, a list of questions and answers from the conference and the PowerPoint presentations;
- B. Provide answers to additional questions received;
- C. Amend Part 1 – General Information;
 - 1. Add Section 1.2.6 to add clarification regarding the Covid-19 Vaccination Policy for Supplier Personnel
- D. Amend Part 2 – Bidder Instructions;
 - 1. Amend Section 2.9 Ineligible Parties
 - 2. Add Section 2.12 Bidding on Related Requirements
 - 3. Add Section 2.13 COVID-19 Vaccination Requirement
- E. Amend Part 5 – Certifications and Additional Information;
 - 1. Amend Section 5.1 Certifications Required with the Bid
- F. Amend Part 7 – Resulting Contract Clauses
 - 1. Amend Section 7.2 Standard Clauses and Conditions
 - 2. Amend Section 7.11 Priority of Documents
- G. Amend Annex B – Basis of Payment;
 - 1. Amend Section B1 Names of Resources Required at Annex A – Statement of Work
- H. Amend Annex G – Evaluation Criteria
 - 1. Amend Part 1 – Technical Evaluation Criteria, Section 1.3.1 – R1 – Achievement of Bidder's on Projects – Sample Project Requirements
 - 2. Amend Part 1 – Technical Evaluation Criteria, Section 1.3.4 – R4 Indigenous Opportunities Consideration, R4.2 Labour Utilized in Performing the Environmental Monitoring Services
- I. Incorporate Annex N – COVID-19 Vaccination Requirement Certification; and
- J. Incorporate Addendum 001 to the solicitation document.

A. OPTIONAL VIRTUAL BIDDERS' CONFERENCE REPORT

OPTIONAL VIRTUAL BIDDERS' CONFERENCE

Tuesday, December 14, 2021
10:00 AM to 11:00 AM PST
Virtual Platform: MS Teams

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- 1. Introduction**
- 2. List of Attendees**
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- 4. Questions and Answers – Received at the Conference**
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1. INTRODUCTION

Public Services and Procurement Canada (PSPC) has issued a Request for Proposal for Environmental Monitoring Services - Faro Mine Remediation Project (EZ897-220593/A). The Optional Virtual Bidders' Conference was intended to provide potential Bidders an overview of the requirement and to answer their questions.

2. LIST OF ATTENDEES

i. **Companies (in alphabetical order)**

Arcadis Canada Inc.
Associated Environmental Consultants Inc.
CARO Analytical Services
Dena Nezziddi Development Corporation (DNDC)
Ensero Solutions
Golder Associates Ltd.
Hemmera Envirochem Inc
Northwest Hydraulic Consultants Ltd.
Saskatchewan Research Council (SRC)

ii. **Ross River Dena Council**

Stanley Noel, CEO Dena Nezziddi Development Corporation
Kathlene Suza, Manager Faro Secretariat

iii. **Crown Indigenous Relations and Northern Affairs Canada (CIRNAC)**

Scott Tomlinson, Program Coordinator
Geoff Karcher, Project Director

iv. **Public Services and Procurement Canada**

Marie-Pascale Rousseau, Project Director, Faro Mine Remediation Project
Linda Pickett, A/Manager, Regional Operations
Leigh Garrod, Regional Manager, Major Projects, Procurement Branch
Sal Pillay, Supply Team Lead, Major Projects, Procurement Branch
Rebecca Taron, Supply Specialist, Major Projects, Procurement Branch
Elsie-May Mountford, Intern Officer, Major Projects, Procurement Branch
Daphne Yu, Intern Officer, Major Projects, Procurement Branch

3. AGENDA

i. **Opening Remarks**

- Welcome and Administration

ii. **Remarks from Ross River Dena Council**

iii. **Presentations**

- Overview of the Request for Proposal
- Required Services
- Overview of the Faro Mine Site

iv. **Closing Remarks**

- Questions and Answers

4. QUESTIONS AND ANSWERS – RECEIVED AT THE BIDDERS' CONFERENCE

Question 1: What is the volume of samples expected from the MCM?

Answer 1: Daily samples from the water treatment plants while these are operating (April to November), which includes samples from the Interim Water Treatment System (IWTS), the Vangorda Mine and the Cross Valley Pond Treatment Plant (CVPTP). The lab operations currently process between 10 – 20 samples per day from various activities.

Question 2: Does the tablet based system use Equis Connect or another system?

Answer 2: The current tablet based system does not use EQUIS Connect – results go to a SQL database, so that is the current configuration (for data transfer). A different configuration that works with EQUIS Connect would be fine as well, and would be something that could be worked out under the first Task Authorization.

Question 3: When will the first Q&A be issued?

Answer 3: PSPC is currently working on the answers and will attempt to issue the first Q&A this week.

Question 4: Will the slides from this session be made available?

Answer 4: Yes, the slides will be made available through an upcoming amendment.

Question 5: Samples sent off site for analysis like Toxicity testing, would the MCM or the EMS contractor determine where these would be sent?

Answer 5: It will be up to the EMS Contractor to determine which laboratory service they prefer to use for the analysis of samples.

Question 6: Time is of the essence with the timing of this proposal, and material information is expected from the Q&A. If buyandsell.gc.ca does not come online in the next day or two, does PSPC have an alternative distribution plan?

Answer 6: Buyandsell.gc.ca is presently offline and that's entirely outside of our control and due to the global security vulnerability that has been identified, we will look into all possible options in terms of alternatives but, we hope it will be up in the next couple of days. However, we just can't tell you when that will be at this point (Update: buyandsell.gc.ca came online within 48 hours; therefore, this is no longer an issue).

5. POWERPOINT PRESENTATIONS

For the PowerPoint presentations presented at the Optional Virtual Bidders' Conference please download the separate attachment.

B. ANSWERS TO ADDITIONAL QUESTIONS RECEIVED

Question 1: We have been asked to provide subcontracting services to a proponent for the Solicitation No. EZ897-220593/A Environmental Monitoring Services, Faro Mine Remediation Project. We hope to be able to bid as a Prime Contractor on any C&M and MCM RFPs issued by PSPC in the coming years for the Faro Mine Remediation. Would providing subcontracting services to the noted RFP put us in a conflict of interest for any further work with the Faro Mine Remediation project?

Answer 1: To clarify, future C&M and construction tenders will be issued by the Main Construction Manager (EZ113-210574). If a subcontractor for the Environmental Monitoring Services (EZ897-220593) requirement is successful in future work for the Faro Mine Remediation Project, and if a potential conflict of interest arises, as per GC 2035.35.3, it is the responsibility of the EMS Contractor to immediately disclose the potential conflict of interest to the Contracting Authority. If it is determined that a potential conflict of interest exists, as per GC 2035 08.1, the sub-contractor would be permitted to be replaced at no additional cost under the contract.

Question 2: Given the mandatory requirements for project references and the limited availability of clients over the holiday season, along with the bidders meeting on December 14, will PSPC extend the submission deadline two-weeks to January 26?

Answer 2: Yes, the solicitation closing date has been extended until January 26, 2021 at 14:00 PST, please see amendment to extend the solicitation closing date.

Question 3: The conflict-of-interest requirements contained within Section 2.9 and 2.10 put strict limits on not only bidding with persons, firms or organizations that have had, or will have experience at the Faro Site, but discussing the project with them as well. This has the effect of precluding a significant proportion of qualified firms and individuals to work on the Environmental Monitoring scope. It also has the impact of technically disqualifying proponents who wish to bid on Monitoring but are already part of a Design team. Given the uniqueness of the site, and the limited pool of persons, firms or organizations that can deliver the required scopes, we believe this exclusion could significantly reduce the quality of the proposed project teams and subsequent project work. Will PWGSC consider changing the conflict-of-interest terms in 2.9 and 2.10 and allow subcontractors of the Design bid teams to prime/subcontract on the Environmental Monitoring scope and remove the restriction of talking to Ineligible parties?

Answer 3: Please refer to amendment to Section 2.9 Ineligible Parties below. Note that Section 2.9 Ineligible Parties and Section 2.10 Use or Inclusion of Ineligible Parties is only applicable to those Ineligible Parties as identified in 2.9.2. Please also refer to the addition of Section 2.12 Bidding on Related Requirements below for further information. Note that subcontractors to other related requirements are permitted to bid as prime or as a subcontractor on this Environmental Monitoring Services (EMS) contract. Subcontractors to the Remediation Plan Design and Support Services (RPD/SS) requirement (solicitation no. EZ897-212881) will be allowed to bid as prime or as a subcontractor on the EMS. However, please note that the prime RPD/SS Consultant and the prime EMS Contractor must not be the same entity, as they would be conflicted.

In addition, for greater certainty, any type of work that may be audited by the EMS Contractor must not be performed by the same company as part of the RPD/SS Consultant Team. Recognizing that there may be some overlap between the EMS Contractor and potential RPD/SS sub-consultants, Canada will evaluate Consultant Team bids as they are received, but any potential conflicts that may arise after contract award will be dealt with in accordance with General Conditions 2035.35.3. In such situations, the Departmental Representative may request that an equivalent but different sub-consultant be retained to perform some services as per GC 2035.08.1 if it is perceived that there is a potential COI between the EMS Contractor

and RPD/SS Consultant Teams.

Question 4: Given the issues surrounding the conflict-of-interest requirements, and associated implications on building qualified teams for the monitoring scope, will you extend the deadline indefinitely to 4 weeks after the Faro Mine Remediation Project - Remediation Plan Design & Support (Quality Assurance Services) (EZ897-212881/B) has been awarded?

Answer 4: No, the closing date of this EMS solicitation will not be extended indefinitely to 4 weeks after the closing date of the RPD/SS solicitation. However, the solicitation closing date has been extended until January 26, 2021 at 14:00 PST. Please see amendment to extend the solicitation closing date.

Question 5: As there are not specific evaluation criteria/scoring for demonstrating an understanding of the requested scope of work, what information specifically does PWGSC want presented for evaluation in the submitted proposal to demonstrate project understanding and proposed approach (as is requested in Part 3, Section 3.1, Page 11 of the RFP)?

Answer 5: Bids will be evaluated in accordance with the criteria outlined in Annex G – Evaluation Criteria. Bids should meet the format instructions from Part 3 – Bid Preparation Instructions, Section 3.1.

Question 6: As in the Design RFP, will you allow a team of Prime and subcontractor to contribute to project experience scoring and not just the prime or Joint Venture?

Answer 6: Yes, prime and subcontractors can contribute to project experience scoring. Experience of the contractor team will be taken into account. Please refer to the amendment to Annex G – Evaluation Criteria.

Question 7: A firm is a subcontractor or prime on a Design bid team, and forms a JV with one or more other firms to bid on the Monitoring project. Does this scenario disqualify them from bidding according to Section 2.9 and 2.10?

Answer 7: Please refer to the answer to Question 3. For greater clarity, it is anticipated that a firm may be a subcontractor on the RPD/SS requirement, and either bid as prime or as part of a JV on this EMS requirement. It is also anticipated that a firm may also be a subcontractor on the EMS requirement, and either bid as prime or as part of a JV on the RPD/SS requirement. The prime RPD/SS Consultant and the prime EMS Contractor must not be the same entity, as they would be conflicted.

Question 8: Considering the ongoing COVID-19 pandemic and uncertainties around its potential impacts on travel and work restrictions in accordance with local government agency guidelines or directives. Our company is addressing this matter in its proposal with the aim that any potential impact due to COVID-19 in delivering the services shall be managed collaboratively between the parties. Could you please confirm if you have concerns with this statement and, if so, provide us clarification on what those concerns are?

Answer 8: PSPC does not have concerns with this approach. It is anticipated that any actions required in response to the COVID-19 pandemic will be context specific and that these will be discussed as necessary.

Question 9: In Section 2.9 (3) of the RFP it indicates that bidders are ineligible to hold both the monitoring support contract and the contract to be awarded for the Remediation Project Design and Support Services. It is understood that PSPC believes this conflict lies in the role of the monitoring consultant to assess performance of structures designed by the RPD/SS consultant. However, as per the 2019 schedule for active remediation issued by PSPC with the RPD/SS RFP, it appears as though none of the construction is completed within the 5-year window of the planned monitoring contract. Can PSPC clarify where this perceived conflict is, and will they consider removing the requirement that the same firm cannot hold these two contracts?

Answer 9: Please refer to the amendment to Section 2.9 Ineligible Parties below and the addition of Section 2.12 Bidding on Related Requirements below.

The role of the EMS Contractor is not to assess the performance of structures designed by the RPD/SS Consultant. The auditor role by the EMS Contractor is to provide oversight on the environmental impacts of activities undertaken at site. The EMS Contractor will be responsible to provide environmental oversight for all operations, which could include any site level activity required to support design, such as drilling programs and cover trials. Therefore, there is the potential for a conflict of interest to arise where the monitoring personnel and the design personnel work for the same entity. For this reason, PSPC requires that the prime EMS Contractor and the prime RPD/SS Consultant be different entities.

Question 10: In Section 2.9 (3) of the RFP it indicates that bidders are ineligible to hold both the monitoring support contract and the contract to be awarded for the Remediation Project Design and Support Services. Does this conflict exist whether a company may be bidding as a Prime Contractor for one contract, and a subcontractor for the other? Similarly, does this conflict exist if a company is named a subcontractor for both contracts?

Answer 10: Please refer to the answer to Question 3. For greater clarity, it is anticipated that a firm may be a subcontractor on the RPD/SS requirement, and either bid as prime or as a subcontractor on this EMS requirement. It is also anticipated that a firm may be a subcontractor on the EMS requirement, and either bid as prime or as a subcontractor on the RPD/SS requirement.

Question 11: Given the remote nature location of the site, and the duration of the contract, it is impractical to identify full-time, on-site resources who will solely deliver work within the scope of their role for up to five years. We would instead propose to have qualified back-ups available to cover vacation, illness, or rotational shifts. The language in Section 5.2.1 of the RFP related to Status and Availability of Resources, and 2035 08 (2008-05-12 Replacement of Specific Individuals) is restrictive and does not permit substitutions for reasons other than death, sickness, parental leave, retirement, resignation, or dismissal for cause. Would Canada consider allowing for the use of similarly qualified back-up staff following contract award to provide support to the identified on-Site personnel to allow for vacation coverage, the provision for staff rotations, and to replace staff occasionally for their mental well being over the and up to 5-year contract term?

Answer 11: An answer to this question will be provided in an upcoming amendment.

Question 12: The ability to locate qualified full-time staff who would be willing to relocate to the remote community of Faro, YT is a huge challenge over a short RFP window which includes the Christmas holidays.

- a. **Would PSPC consider removing the identification of specific names for these two positions [Field Leads and Laboratory Manager / Lead Chemist] to allow bidders time to source these roles upon contract award and prior to the contract start date.**
- b. **If this request is not granted, we would request a two-week extension to allow time to source these staff.**

Answer 12:

- a. No, this will not be permitted. Specific resources are required for the positions identified in Annex G – Evaluation Criteria, R2 Qualifications and Experience of Key Team Members. Please note that the supporting form Annex H – Team Identification Form is a mandatory form that must be completed and submitted with the bid; the names of all Key Team Members must be provided.
- b. Yes, the solicitation closing date has been extended until January 26, 2021 at 14:00 PST. Please see amendment to extend the solicitation closing date.

Question 13: Annex A - Statement of Work: Section 8.2 - Team Composition, Table 3 - Estimated Personnel Requirements and Annex B - Bases of Payment indicate one (1) full time Intermediate Field Lead. Annex H - Team Identification Form and Annex J - Sample Project Client Reference Form indicate two (2) full time Intermediate Field Leads. Can PSPC please confirm their requirements for this specialization.

Answer 13: The requirement is for two (2) full time Intermediate Field Leads. Please refer to the amendment to Annex B – Basis of Payment and Addendum 001.

Question 14: In reference to R4.1, are the number of hours for training per year or over the contract period?

Answer 14: The number of hours for training and skills development is over the contract period.

Question 15: In reference to R4.1, if a full-time Kaska Dena Citizen is considered 120 hours per month, can we propose the use of multiple part time staff and calculate the equivalent number of full-time staff based on the hours to allow for flexibility, particularly early on in the award as staff adapt to these roles?

Answer 15: Yes, total staff hours can be used to calculate the number of full-time equivalent staff. As per R4.2, the target calculation can be supported by a list of specific positions (full time, part time or seasonal) that may or will be staffed by Kaska Dena Citizens. For greater clarity, please refer to the amendment to the definition of "Full time Kaska Dena Citizen" in R4.2.

Question 16: In reference to R4.1, is the commitment to the number of full-time Kaska Dena Citizens required from the start of the contract or can we show our intent for capacity building and the development of Indigenous workers through job training, skills development and mentorship as outlined in the objectives outlined in Section 1.3.4? Due to current labour shortages, other competing projects and a limited number of Kaska Dena Citizens available at the start of the contract there would be a difference in the number of full-time staff we could commit to currently versus what we hope to achieve by the end of the contract.

Answer 16: Achievement on the IOC commitments will be assessed throughout but reconciled at the end of the contract. This means that if achievement is low at the beginning, it can be offset by stronger performance towards the end of the contract.

Question 17: In reference to R4.3, are the dollar amounts for the Kaska Dena Subcontractors / Suppliers per year or over the duration of the contract?

Answer 17: The dollar amounts for the Kaska Dena Subcontractors / Suppliers is over the duration of the contract.

Question 18: The General Conditions indicate that Dene Cho may be considered an Ineligible party as per Section 2.9. Based on this can they be included as a subcontractor despite the wording in Section 2.10 that says an Ineligible Party cannot be part of the Bidder Team and their Representatives cannot use, consult, or seek advice from any Ineligible Party.

Answer 18: Please refer to the amendment to Section 2.9 Ineligible Parties. Dena Cho is not identified as an Ineligible Party, and therefore could be included as a potential subcontractor for this EMS requirement.

Question 19: In reference to Annex G – Evaluation Criteria, 1.3.2 R2 Qualifications and Experience of Key Team Members, the rated requirements state that Annex K, Proposed Resource Form, should be included in the Bidder's proposal or a reasonable facsimile thereof. Could PSPC confirm that the same instructions apply for all the other Annexes to be included in the Bidder's proposal (i.e. Annexes H, I, J, L)?

Answer 19: Yes, Bidders can make reasonable facsimiles of all of the forms requested in Annex G (i.e. Annexes H, I, J, K and L).

Question 20: The font size of some of the RFP's forms (Annex I, J, K, etc.) is less than the 11 pt requested for the Bidder's response. Could PSPC please confirm that it is acceptable to keep the form headings and instructions in their originally-sized font and any information provided by the Bidder would be as per 3.1 Bid Preparation Instructions.

Answer 20: Yes, it is acceptable to keep the form headings and instructions in their originally sized font as long as information provided by the Bidder is as per 3.1 Bid Preparation Instructions.

C. AMEND PART 1 – GENERAL INFORMATION

C.1 Amend Section 1.2 Summary

INSERT Section 1.2.6 in its entirety:

- 1.2.6** For clarity, at this time, December 21, 2021, the Faro Remediation Mine Site, Yukon Territory is not considered a Government of Canada Workplace as defined in the Covid-19 Vaccination Policy for Supplier Personnel.

The services required under this RFP may be held at Government of Canada Workplaces within Canada where supplier personnel may come into contact with public servants and therefore the Covid-19 Vaccination Policy for Supplier Personnel applies.

The COVID-19 Vaccination Requirement Certification is a mandatory requirement of this RFP and must be completed and submitted as part of the Bid.

D. AMEND PART 2 – BIDDER INSTRUCTIONS

D.1 Amend Section 2.9 Ineligible Parties

DELETE Section 2.9 in its entirety and REPLACE with the following:

1. As a result of their involvement in the Project, the parties named below, (the "Ineligible Parties") their employees, and any of their sub-contractors, advisors, consultants or representatives engaged in respect of this Project and any person controlled by, that controls or that is under common control with the Ineligible Parties (each an Ineligible Parties' Affiliate) are subject to the provisions of Standard Instructions - Goods or Services - Competitive Requirements, 2003 (2020-05-28) 18 Conflict of interest - unfair advantage, and are not eligible to participate as a Bidder or Advisor to the Bidder.
2. The following are Ineligible Parties for this Request for Proposal process:
 - i. RFP solutions Inc.
 - ii. Setaside Solutions; 4336615 Canada Inc.
3. Additional persons, firms, or organizations may be added to or deleted from the list during any stage of the competitive selection process through a solicitation amendment.
4. Neither Canada nor any of its employees, advisors or representatives are liable to any Bidder for any claims, whether for preparation costs of its Bid, loss of anticipated profit, loss of opportunity or any other matter whatsoever, for any use or reliance on this list, or use or inclusion of Ineligible Parties in any proposal.

D.2 Add a Section 2.12 in its entirety:

2.12 Bidding on Related Requirements

1. Bidders are advised that the Contractor awarded a contract as a result of this procurement process for Environmental Monitoring Services for the Faro Mine Remediation Project (solicitation no. EZ897-220593) is ineligible to hold either of the following contracts:
 - a. The contract for Main Construction Management and Care & Maintenance (MCM/C&M) services for the Faro Mine Remediation Project (solicitation no. EZ113-210574).
 - i. Contractor to be determined.
 - b. The contract for Remediation Plan Design and Support Services (RPD/SS) for the Faro Mine Remediation Project (solicitation no. EZ897-212881).
 - i. Contractor to be determined.
 - c. The contract for Design of the Faro Mine Permanent Water Treatment Plant (PWTP) for the Faro Mine Remediation Project (solicitation no. EZ897-212882).
 - i. CH2M Hill Canada Limited was awarded this contract, and as a result, shall not submit, either directly or indirectly, a bid for this Environmental Monitoring Services requirement.
2. Eligible Bidders who wish to do so are permitted to submit bids for any of the above related requirements for the Faro Mine Remediation Project. Canada is utilizing this strategy to foster competition and to ensure Bidders are not limited in their ability to bid on any opportunity.
3. The successful Bidder recommended for contract award as a result of this EMS solicitation, will be automatically withdrawn by PSPC from the MCM/C&M and RPD/SS procurement processes. The successful Bidders recommended for contract award as a result of the MCM/C&M and RPD/SS procurement processes will be automatically withdrawn by PSPC from the EMS procurement process.

D.3 Add a Section 2.13 in its entirety:

2.13 COVID-19 Vaccination Requirement

1. This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

E. AMEND PART 5 – CERTIFICATION AND ADDITIONAL INFORMATION

E.1 Amend Section 5.1 Certifications Required with the Bid

Add a Section 5.1.4 in its entirety:

5.1.4 COVID-19 Vaccination Requirement Certification (Annex N)

1. In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification as per Annex N of this solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

F. AMEND PART 7 – RESULTING CONTRACT CLAUSES

F.1 Amend Section 7.2 Standard Clauses and Conditions

DELETE Section 7.2.1 General Conditions in its entirety and REPLACE with the following:

7.2.1 General Conditions

[2035](#) (2021-12-02), General Conditions - Higher Complexity – Services, apply to and form part of the Contract.

F.2 Amend Section 7.11 Priority of Documents

DELETE 7.11 its entirety and REPLACE with the following:

7.11 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) Any amendment or variation of the resulting Contract documents that is made in accordance with the General Conditions;
- b) Any amendment to the Contract documents issued prior to tender closing;
- c) the Articles of Agreement/Contract;
- d) the General Conditions 2035 (2021-12-02), General Conditions - Services (Higher Complexity);
- e) Annex A – Statement of Work;
- f) Annex B – Basis of Payment;
- g) Annex D – Insurance Requirements;
- h) Annex L – Indigenous Opportunities Considerations (IOC) Form;
- i) the signed Task Authorizations (including all of its annexes, if any);
- j) the Contractor's Technical Bid/Certifications dated _____. (*insert date of bid*)
- k) any other documents that are part of the Contract but are not otherwise listed above.

G. AMEND ANNEX B – BASIS OF PAYMENT

G.1 Amend Section B1 Names of Resources Required at Annex A – Statement of Work

DELETE Section B1 in its entirety and REPLACE with the following:

Resource Category	Labour Categories/Specialization	Maximum Number of Proposed Resources	Name of Resource Identified for this Specialization
Lead	Environmental Monitoring Program Manager	1	<i>(to be inserted at Contract award)</i>
Senior	Project Management Support	1	<i>(to be inserted at Contract award)</i>
Senior	Data Management Specialist	1	<i>(to be inserted at Contract award)</i>
Intermediate	Lab Manager / Lead Chemist	1	<i>(to be inserted at Contract award)</i>
Intermediate	Lab Manager / Lead Chemist	1	<i>(to be inserted at Contract award)</i>
Senior	Lead Environmental Auditor	1	<i>(to be inserted at Contract award)</i>
Intermediate	Field Lead - 1	1	<i>(to be inserted at Contract award)</i>
Intermediate	Field Lead - 2	1	<i>(to be inserted at Contract award)</i>
Intermediate	Field Lead	1	<i>(to be inserted at Contract award)</i>
Senior	Hydrologist	1	<i>(to be inserted at Contract award)</i>
Senior	Ecotoxicologist	1	<i>(to be inserted at Contract award)</i>
Senior	Air Quality Scientist	1	<i>(to be inserted at Contract award)</i>
Senior	Avian Biologist	1	<i>(to be inserted at Contract award)</i>
Senior	Fisheries Biologist	1	<i>(to be inserted at Contract award)</i>

H. AMEND ANNEX G – EVALUATION CRITERIA

H.1 Amend Part 1 – Technical Evaluation Criteria, Section 1.3.1 – R1 – Achievement of Bidder's on Projects – Sample Project Requirements

DELETE Section 1.3.1 – R1 – Achievement of Bidder's on Projects – Sample Project Requirements, point g. in its entirety:

- g. In relation to Sample Projects for the Bidder's organization, as required under R1 "Achievements of Bidders on Projects" below, the following will be considered as the Bidder's experience:
- i. Sample Project experience by the offering entity (i.e., the signatory to the Bid);
or
 - ii. Sample Project experience completed by a firm that has merged with or was acquired by the Bidder; or
 - iii. In the case of Joint Ventures submitting a Bid, Sample Projects may be demonstrated by any firm that is a part of the Joint Venture, provided that one (1) Sample Project is demonstrated to have been undertaken by the lead firm of the proposed Joint Venture.

REPLACE with the following:

- g. In relation to Sample Projects for the Bidder's organization, as required under R1 "Achievements of Bidders on Projects" below, the following will be considered as the Bidder's experience:
- i. Sample Project experience by the offering entity (i.e., the signatory to the Bid) or a member or entity of the bidder's proposed team; or
 - ii. Sample Project experience completed by a firm that has merged with or was acquired by the Bidder; or
 - iii. In the case of Joint Ventures submitting a Bid, Sample Projects may be demonstrated by any firm that is a part of the Joint Venture, provided that one (1) Sample Project is demonstrated to have been undertaken by the lead firm of the proposed Joint Venture.

H.2 Amend Part 1 – Technical Evaluation Criteria, Section 1.3.4 – R4 Indigenous Opportunities Consideration

DELETE Section 1.3.4 – R4 Indigenous Opportunities Consideration, R4.2 Labour Utilized in Performing the Environmental Monitoring Services, paragraph 2. in its entirety:

“Full time Kaska Dena Citizen” means a Kaska Dena Citizen performing Work identified in the Scope of Work employed by the Contractor, or a Subcontractor, in a remunerated position for at least 120 hours per month. For the purposes of calculating the number of hours worked per month by a specific individual, if that individual is absent from work and on leave with pay to which the individual is entitled pursuant to applicable the employment standards legislation, an applicable collective agreement, or an applicable employment Contract, such leave will be included in the calculation of hours worked during a month, up to a maximum of 6 hours for each day of such leave, but not to exceed 120 hours annually per individual, without duplication.

REPLACE with the following:

“Full time Kaska Dena Citizen” means a Kaska Dena Citizen or multiple Kaska Dena Citizens performing Work identified in the Scope of Work employed by the Contractor, or a Subcontractor, in a remunerated position for at least 120 hours per month. For the purposes of calculating the number of hours worked per month by a specific individual or individuals, if that specific individual or individuals are absent from work and on leave with pay to which the individual or individuals are entitled pursuant to applicable employment standards legislation, an applicable collective agreement, or an applicable employment contract, such leave will be included in the calculation of hours worked during a month, up to a maximum of 6 hours for each day of such leave, but not to exceed 120 hours pro-rated annually per Full time Kaska Dena Citizen, without duplication.

I. Incorporate Annex N – COVID-19 Vaccination Requirement Certification

ANNEX N – COVID-19 VACCINATION REQUIREMENT CERTIFICATION

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that all
personnel that _____ (*name of business*) will provide on the resulting
Contract who access federal government workplaces where they may come into contact with public
servants will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*)
have been notified of the vaccination requirements of the Government of Canada's COVID-19
Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*)
has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

J. INCORPORATE ADDENDUM 001 (*see attachment*)

All other terms and conditions remain unchanged.

General

The following changes to Annex A – Statement of Work are effective immediately. This addendum will form part of the Contract Documents.

1) **Amend Part 3 – FMRP Structure, Governance and Roles & Responsibilities, 3.11 Other Engineering, Environmental and Geotechnical Consultants**

DELETE 3.11 in its entirety and INSERT the following:

3.11 Other Engineering, Environmental and Geotechnical Consultants

- .1 The Consultants for the FMRP are, or will be, engaged by Canada under separate contracts: the Remediation Plan Design and Support Services Consultant, Environmental Monitoring Services EMS Contractor, Geotechnical Consultant, Permanent Water Treatment Plant Design Consultant, and Regulatory Services Consultant.
- .2 The Remediation Plan Design and Support Services Consultant will advance the design packages that are covered under each of the engineering contracts, as well as the general scope of services that is authorized under the engineering contracts.
- .3 The Permanent Water Treatment Plant consultant has been previously procured by Canada through a separate contract (to prepare the design and provide QA support services). Their team is responsible for providing a detailed design and construction documents for a permanent water treatment plant to be installed at the Faro Mine Site.
- .4 The Geotechnical Consultant team is to provide guidance and recommendations on the safe operation of the dams, open pits, diversions and waste rock facilities. They are responsible for, but not necessarily limited to:
 - a. Providing guidance on safe operation of the dam system in accordance with best practices;
 - b. Providing operational guidance for all facilities at site;
 - c. Providing guidance on geotechnical emergency response;
 - d. Responding to geotechnical emergencies as per the ERP, and;
 - e. Performing detailed inspections of dams, diversions, pits and waste rock dumps on behalf of Canada.
- .5 The Regulatory Services Consultant is responsible for providing professional advisory and technical services in the area of Regulatory Services to assist Canada in successfully implementing measures at the FMC. This scope of work includes but is not limited to:
 - a. Support to FMRP's YESAA Executive Committee level assessment
 - b. Response to Information Requests from YESAB, the Water Board and the Department of Fisheries and Oceans.
 - c. Additional field work or modelling relating to YESAA, Water Licencing and Fisheries Act Authorization.
 - d. Preparation and attendance to workshops and community visits led by YESAB
 - e. Preparation, submission and support of the water licence application
 - f. Preparation, submission and support of the Fisheries Act Authorization application
 - g. Provide professional advisory, subject matter expertise and technical regulatory services to support CIRNAC and the Faro Mine Remediation Project (FMRP)

- h. Professional advisory and technical services to support the finalization and approval of all applications for the FMRP to regulatory authorities.
- .6 Other Consultants may be retained by Canada (e.g. for engagement, communications, regulatory and other technical support).

2) Amend Part 5 – Required Services, Table 1: Summary of Required Services

DELETE Table 1 in its entirety and INSERT the following:

Table 1: Summary of Required Services

Monitoring Services	General Scope of Services
<ul style="list-style-type: none"> • Water Quality Monitoring <ul style="list-style-type: none"> - Groundwater Quality - Seepage Quality - Surface Water Quality and Quantity • Toxicity Testing • Aquatic Effects Monitoring • Routine Observations and Inspections • Air monitoring • Meteorological monitoring • Snow surveys • Geotechnical data collection • Wildlife monitoring • Vegetation Monitoring 	<ul style="list-style-type: none"> • Conduct a complete groundwater sampling program. • Conduct a seepage sampling program at FMC. • Conduct a surface water and flow sampling program. • Conduct the Aquatic Effects Monitoring Program (AEMP) for the FMC • Conduct an annual review and analysis of the water quality data for the site and prepare an annual water report for both the Faro and the Vangorda sites. • Support in management and reporting of the Adaptive Management Plan. • Conduct air quality monitoring at site as required • Conduct meteorological monitoring at the met stations on-site • Collect geotechnical monitoring data and field observations
<ul style="list-style-type: none"> • Laboratory Services 	<ul style="list-style-type: none"> • Provide operational analytical services to support the MCM QA program for construction and maintenance activities. Analysis of samples collected by the MCM Contractor to support the due diligence program for water treatment. • Analyzing effluent from water quality treatment plants • Maintain and operate the laboratory and its equipment. • Support and maintain Laboratory Information Management System (LIMS) and ensure transfer of analytical results to EQulS database.
<ul style="list-style-type: none"> • Data Management Services 	<ul style="list-style-type: none"> • Maintain the established environmental database and tablet based field data collection system • Establish and maintain other related databases if required • Provide Quality Assurance on the data in the EQulS database. • Support CIRNAC in management of EQulS database. • Manage uploads of all monitoring data to the EQulS database.
<ul style="list-style-type: none"> • Environmental Auditing Services 	<ul style="list-style-type: none"> • Conduct environmental audits as outlined in Section 5.8
<ul style="list-style-type: none"> • Reporting Services 	<ul style="list-style-type: none"> • Provide reports on all monitoring programs as outlined in Section 5.7 • Provide reports for the Water Board, as required • Provide input into the Adaptive Management Program review on an annual basis (at minimum) • Provide Socio-economic reporting on a quarterly basis • Provide monthly reporting on environmental indicators

3) Amend Part 5 – Required Services, 5.1 Monitoring Services

INSERT 5.19 as the following:

5.1.9 Snow Surveys

.1 The EMS contractor will be responsible to plan and conduct snow surveys at site.

4) Amend Part 5 – Required Services, 5.1.9 Wildlife Monitoring by renumbering as:

5.1.10 Wildlife Monitoring

5) Amend Part 5 – Required Services, 5.1.10 Vegetation Monitoring by renumbering as:

5.1.11 Vegetation Monitoring

6) Amend Part 5 – Required Services, 5.6 Data Management Services

DELETE 5.6 in its entirety and INSERT the following:

5.6 Data Management Services

- .1 The EMS Contractor will undertake QA/QC on all monitoring data, as well as post-processing, and upload into the environmental database(s) and cloud based EQUIS database.
- .2 Data from maintenance activities and calibration records of monitoring equipment shall also be documented and uploaded into the environmental database and cloud based EQUIS database.
- .3 The EMS Contractor must be responsible for maintaining the environmental database and associated forms/tablets/telemetry used for data capture (field and operations). The EMS Contractor will also be responsible for the regular and timely (as soon as practical) transfer of field and on-site lab data from the environmental database to the CIRNAC hosted EQUIS Database. The EMS Contractor, in consultation with the DR and CIRNAC, will ensure a seamless and thorough integration between the environmental database and the EQUIS online database.
- .4 The EMS Contractor, in close consultation with the DR and CIRNAC, will provide Database Administrative support for the CIRNAC hosted EQUIS database (cloud based EQUIS On-Line). This support includes and is not limited to: bulk updates to tables, data cleaning/reformatting, creation of new queries and/or reports, development of dashboards or other decision tools and other administrative maintenance functions associated with database administration.
- .5 The EMS Contractor, after consultation with and approval from the DR, will be responsible for subscribing to a permit management software and providing editorial level licences to the MCM, MCM sub-contractors, the DR, CIRNAC and other FMRP contractors and consultants. The EMS Contractor will be responsible for maintaining and updating the permit management software and any associated forms/tablets/telemetry used for data capture (field and operations) and data transfer to the permit management software. The EMS Contractor will also be responsible for the regular and timely (as soon as practical) transfer of field and laboratory data into the permit management software. Note that the permit management software and data will be transferred at the end of the Contract period.

- .6 The EMS Contractor may also be asked to establish and maintain other related databases, if required.

7) Amend Part 5 – Required Services, 5.7 Reporting Services

DELETE 5.7.6 in its entirety and INSERT the following:

- .6 Acceptable software (use version compatible with Canada's):
- a. For written reports and studies: MS Word (*.doc), Adobe Acrobat (*.pdf)
 - b. For Spreadsheets and budgets: MS Excel (*.xls)
 - c. For Presentations: MS Power Point (*.ppt)
 - d. For Schedules: MS Project
 - e. For Drawings: AutoCAD (*.dwg)
 - f. For Specifications: MS Word (*.doc), Adobe Acrobat (*.pdf)
 - g. For Web Adobe: PDF, HTML, Macromedia Flash
 - h. For EQulS monitoring database: EDD (Electronic Data Deliverables, MS-Excel file type).
 - i. For environment database(s): SQL backup files (*.bak) and direct transfers of relational databases.
 - j. For permit and licence tracking software: To be determined in discussion with the DR and CIRNAC
 - k. Web conferencing: MS Teams, or equivalent, as approved by Canada

8) Amend Part 6 – Site Infrastructure and Equipment, 6.1 Equipment and Inventory Maintenance

DELETE 6.1.6 and 6.1.7 in its entirety and INSERT the following:

- .6 Field Monitoring Equipment Maintenance
- a. The EMS Contractor is responsible to:
 - i. Maintain instrumentation and field gear, such as, but not limited to, wells, piezometers, inclinometer probes, pH meters, hydrometric stations, air quality monitoring equipment, bird deterrents, etc. including their calibration, as per factory standards.
 - ii. Maintain and calibrate monitoring equipment and locations in accordance with manufacturer's specifications and best practices.
 - iii. Maintain and calibrate ambient air monitoring equipment and locations in accordance with manufacturer's specifications and best practices as per a pre-determined schedule.
 - iv. Keep records of maintenance and calibration activities on file at the site.
 - v. Conduct maintenance of the meteorological stations monthly to confirm that all instruments are functioning properly. Meteorological stations probes must be routinely calibrated as per manufacturers' specifications and non-functioning components must be replaced as required. To ensure uninterrupted data flow, repairs must be made or replacement equipment procured as soon as possible and within 30 days of an issue being identified.
 - vi. Maintain flagging and station identification signs at all Contractor monitoring locations.
 - vii. Document and upload data from maintenance activities and calibration records of monitoring equipment into the environmental database(s) and cloud based EQulS database On-site Environmental Database

.7 Environmental Databases

The EMS Contractor is responsible to:

- i. Maintain the environmental database(s) per the manufacturer's requirements. This includes hardware and software as well as annual licensing fees associated with software/databases/utilities. Maintain backups and redundancy as per data administration standards.
- ii. Maintain, update and create electronic forms and other methods of data collection to ensure entry of field, operational and laboratory data into the environmental database(s).
- iii. Maintain, update and create EQUiS Electronic Data Deliverable (EDD) files to transfer data from the environmental database(s) into the cloud based EQUiS database.

9) **Amend Part 7 – General Procedures, 7.5 Systems Requirements**

DELETE 7.5.1 in its entirety and INSERT the following:

- .1 The EMS Contractor must be responsible to provide:
 - a. An environmental database to collect and store field, laboratory and operational data
 - b. A laboratory information management system (LIMS) that is integrated with the environmental database.
 - c. Electronic data gathering tools (tablets, telemetry) and their associated software to ensure unimpeded data flows for field and operational data.
 - d. Processes and protocols for the regular and prompt transfer of site data to the cloud based EQUiS database.
 - e. Database management support including staff with skills in data management, data science and programming to support the various systems associated with the environmental data workflows (including back up and recovery).

10) Amend Part 8 – Resource Categories, Specializations and Personnel, 8.2 Team Composition

DELETE Table 3 in its entirety and INSERT the following:

Table 3 Estimated personnel requirements

On-site (Full Time)			On or Off Site (Full Time & Part Time)		
Category	Specialization	Expected number of staff during core hours	Category	Specialization	Expected Time / Personnel Requirement
Intermediate	Lab Manager / Lead Chemist	FT (1)	Lead	Environmental Monitoring Program Manager	FT (1)
Intermediate	Field Lead	FT (2)	Intermediate	Project Management Support	FT (1)
Junior	Field Technicians	FT (4)	Senior	Data Management Specialist	FT (1)
Junior	Lab Technicians	FT (1)	Senior	Lead Environmental Auditor	PT (1)
			Senior	Hydrologist	PT (1)
			Senior	Eco-toxicologist	PT (1)
			Senior	Air Quality Scientist	PT (1)
			Senior	Avian Biologist	PT (1)
			Senior	Fisheries Biologist	PT (1)

END OF ADDENDUM 001.