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**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Regulatory Support Services Faro Mine Remediation Project	
<b>Solicitation No. - N° de l'invitation</b> EZ897-221594/A	<b>Date</b> 2022-02-18
<b>Client Reference No. - N° de référence du client</b> EZ897-221594	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$FAR-002-8351	
<b>File No. - N° de dossier</b> FAR-1-44126 (002)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Pacific Daylight Saving Time PDT <b>on - le 2022-03-18</b> Heure Avancée du Pacifique HAP	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Taron, Rebecca	<b>Buyer Id - Id de l'acheteur</b> far002
<b>Telephone No. - N° de téléphone</b> (250) 857-2810 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 219-800 BURRARD ST. VANCOUVER British Columbia V6Z0B9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

**Vendor/Firm Name and Address**

Raison sociale et adresse du fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

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<b>Signature</b>	<b>Date</b>

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## **PART 1 – GENERAL INFORMATION**

### **1.1 Introduction**

1. The bid solicitation is divided into seven parts plus attachments and annexes, as follows:
  - i. Part 1 – General Information: provides a general description of the requirement;
  - ii. Part 2 – Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
  - iii. Part 3 – Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
  - iv. 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, and the basis of selection;
  - v. Part 5 – Certifications and Additional Information: includes the certifications and additional information to be provided;
  - vi. Part 6 – Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
  - vii. Part 7 – Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
  - viii. The Annexes include the Statement of Work, the Basis of Payment, COVID-19 Vaccination Requirement Certification, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572, the Integrity Provisions, the Technical Evaluation, the Financial Evaluation, and any other annexes.

### **1.2 Summary**

1. Public Works and Government Services Canada (PWGSC, also known as PSPC), on behalf of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), has a requirement to provide professional advisory and technical services in the area of Regulatory Services to assist Canada in implementing interim measures at the Faro Mine Complex (FMC), Yukon Territory. The required services will include but are not limited to advancing the Faro Mine Remediation Project through environmental and socio-economic assessment requirements and achieving required regulatory approvals and licensing.
2. Canada intends to issue one (1) Contract with Task Authorizations (CTA). The Work to be performed under the Contract will be on an “as and when requested basis” using a Task Authorization (TA) process. The period of the Contract with Task Authorizations is three years from date of Contract award, with an option to extend by up to two (2) additional one (1) year periods, at Canada’s sole discretion.
2. There are no security requirements associated with this requirement.
3. For clarity, at the time of RFP posting, the Faro Mine Complex, 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.

4. The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and Annex D – Federal Contractors Program for Employment Equity - Certification.
5. This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### **1.3 Debriefings**

1. 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.4 Phased Bid Compliance Process**

1. The Phased Bid Compliance Process applies to this requirement.

## PART 2 – BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

1. 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](https://buyandsell.gc.ca/policy-and-guidelines/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.
2. 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.
3. The [2003 \(2020-05-28\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 180 days

### 2.2 Submission of Bids

1. Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the solicitation.
2. Bids MUST be submitted by using the **epost Connect** service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
3. The only acceptable email address to use with epost Connect for responses to this solicitation issued by PWGSC regional offices is:

[TPSGC.RPRceptiondessaoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPRceptiondessaoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)

Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send Bids through an epost Connect message if the Bidder is using its own licensing agreement for epost Connect.

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

### 2.3 Former Public Servant

1. Contracts awarded to 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 awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required 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 with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

## 2. Definitions

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

## 3. 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 FPSs 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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

## 4. Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **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 adjustment program.

## 2.4 Enquiries - Bid Solicitation

1. 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.
2. 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Yukon Territory.
2. 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.

## 2.6 Improvement of Requirement During Solicitation Period

1. Should Bidders consider that the specifications or Statement of Work contained in the solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Contracting Authority named in the 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 **fourteen (14) calendar days** before the solicitation closing date. Canada will have the right to accept or reject any or all suggestions.

## 2.7 Bid Challenge and Recourse Mechanisms

1. Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
2. Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
3. Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

## **2.8 Indigenous Opportunities Consideration (IOC)**

1. To meet the Government of Canada's objectives of encouraging Indigenous socio-economic development through federally funded opportunities, PSPC is implementing an "as and when requested" IOC requirement for this Contract. When requested by PSPC, the contractor must submit an Indigenous Opportunities Consideration (IOC) as part of their workplan for a specific TA. Over the term of the Contract, the IOC is intended to develop long-term, lasting, meaningful and sustainable socio-economic benefits for Kaska Dena Citizens and businesses.

## **2.9 Bidding on Related Requirements**

1. Bidders are advised that the Contractor awarded a contract as a result of this procurement process for Regulatory Support Services for the Faro Mine Remediation Project (solicitation no. EZ897-221594) is ineligible to hold the following contract:
  - 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. Parsons Inc. was awarded this contract, and as a result, shall not submit, either directly or indirectly, a bid for this Regulatory Support Services requirement.

## PART 3 – BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

1. The Bidder must submit its Bid **electronically** by **epost Connect** in accordance with section 08 of the 2003 standard instructions. **Bids transmitted by facsimile or hardcopy will not be accepted.** The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
2. The Bid must be gathered per section and separated as follows:
  - i. Section I: Technical Bid
  - ii. Section II: Financial Bid
  - iii. Section III: Certifications
3. Bidders are to indicate prices in the Financial Bid only, prices are not to be indicated in any other section of the bid.
4. 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;
  - c) use a minimum of 11-point font;
  - d) use minimum margins of 12mm left, right, top and bottom;
  - e) one (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper;
  - f) 279mm x 432 mm (11" x 17") papers (or pages) for spreadsheets, organization charts etc. will be counted as two pages;
  - g) The maximum number of pages (including text and graphics) to be submitted for the Point-Rated Requirements is **fifty (50) pages**. Pages exceeding the limits identified will be discarded and not considered for evaluation. The maximum number of pages does not include:
    - i. CV's of proposed resources (not exceeding two (2) pages per individual for each proposed resource role);
    - ii. Covering letter;
    - iii. Cover page;
    - iv. Tab/Dividers used to solely identify the sections of the Bid, provided they are free of all other text and/or graphics;
    - v. Table of Contents;
    - vi. Front page of the RFP;
    - vii. Front page of amendments(s) to the RFP;
    - viii. Annex C – COVID-19 Vaccination Requirement Certification
    - ix. Annex D – Federal Contractors Program for Employment Equity - Certification;
    - x. Annex F – Integrity Provisions – Required Documentation;
    - xi. Annex H – Financial Evaluation;
    - xii. Certifications outlined in Part 5.1;
  - h) To avoid confusion only the pages submitted for the Point Rated Requirements should be numbered, and should be consecutively numbered. Abbreviations may be used that are recognized by Canada.

5. 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:
- a) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
  - b) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

### **3.2 Section I: Technical Bid**

1. 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 describe their approach in a thorough, concise and clear manner for carrying out the work.
2. 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.

### **3.3 Section II: Financial Bid**

1. Bidders must submit their Financial Bid in accordance with the Annex "B" – Basis of Payment and Annex "H" – Financial Evaluation.
2. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### **3.4 Section III: Certifications**

1. Bidders must submit the certifications and additional information required under Part 5.

## **PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 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 will evaluate the bids.
- c. Canada will use the Phased Bid Compliance Process as described below.

### **4.2 Phased Bid Compliance Process**

#### **4.2.1 (2018-07-19) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the solicitation closing in circumstances where the solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after solicitation closing in circumstances where the solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder

must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.2.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements

reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.2.3 (2018-03-13) Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would

achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid

- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.2.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

- a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the solicitation including the technical and financial evaluation criteria.
- b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

### **4.3 Technical Evaluation**

- 1. Mandatory and point rated technical evaluation criteria are included in Annex G – Technical Evaluation

### **4.4 Financial Evaluation**

- 1. Bidders will be assessed based on the information provided in Annex H – Financial Evaluation.
- 2. *SACC Manual* Clause [A0222T](#) (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders

### **4.5 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 solicitation;
  - b. meet all mandatory criteria;
  - c. obtain the required minimum of 154 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 220 points; and
  - d. price proposal within 25% of the average bid price.
- 2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.
- 3. The selection 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 overall technical score for each responsive bid will be determined as follows: total number of points obtained / 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 the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. 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.
8. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by an 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>			
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$
	<b>Pricing Score</b>	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27$
<b>Combined Rating</b>	84.17	73.15	77.70
<b>Overall Rating</b>	1st	3 <sup>rd</sup>	2nd

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **5.1 Instructions**

1. Bidders must provide the required certifications and additional information to be awarded a contract.
2. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
3. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.2 Certifications Required with the Bid**

#### **1. Integrity Provisions - Declaration of Convicted Offences**

- a) In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **2. Integrity Provisions – Required Documentation (Annex “F”)**

- a) In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **3. Federal Contractors Program for Employment Equity - Bid Certification (Annex “D”)**

- a) By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).
- b) Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the “FCP Limited Eligibility to Bid list at the time of contract award.
- c) Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the “FCP Limited Eligibility to Bid” list during the period of the Contract.
- d) The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### **4. COVID-19 vaccination requirement certification (Annex "C")**

- a) 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 "C" 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.

### **5.3 Additional Certifications Precedent to Contract Award**

#### **1. Status and Availability of Resources**

- a) The Bidder certifies that, should it be awarded a Contract as a result of the 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 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.
- b) 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. Education and Experience**

- a) 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 – RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

1. The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's Technical Bid entitled \_\_\_\_\_, dated \_\_\_\_\_ *(to be determined)*.

### **6.2 Task Authorization**

1. 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.

### **6.3 Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using the Task Authorization Form specified in Annex "E".
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(bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within ten (10) 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 Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### **6.4 Task Authorization Limit**

1. The Project Authority may authorize individual task authorizations up to a limit of \$ \_\_\_\_\_ *(to be inserted at Contract award)* Applicable Taxes included, inclusive of any revisions.
2. Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

### **6.5 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,
  - i. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
  - ii. "Minimum Contract Value" means 5% of the Maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor 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 in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **6.6 Periodic Usage Reports - Contracts with Task Authorizations**

1. The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract. The Contractor 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 Contractor must still provide a "nil" report.
2. The data must be submitted on a quarterly basis to the Contracting Authority. The quarterly periods are defined as follows:
  - i. 1st quarter: April 1 to June 30;
  - ii. 2nd quarter: July 1 to September 30;
  - iii. 3rd quarter: October 1 to December 31; and
  - iv. 4th quarter: January 1 to March 31.
3. The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.
4. A detailed and current record of all authorized tasks must be kept for each Contract with a task authorization process. This record must contain:
  - a) 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, exclusive of Applicable Taxes;
    - iv. the total amount, exclusive of Applicable Taxes, 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.
  - b) For all authorized tasks:
    - i. the amount (exclusive of Applicable Taxes) specified in the Contract (as last amended, as applicable) as Canada's total liability to the Contractor for all authorized TAs; and

- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## 6.7 Standard Clauses and Conditions

1. 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) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.
2. **2035** (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 6.8 Security Requirements

1. There is no security requirement applicable to the Contract.

## 6.9 Term of Contract

1. The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive (*3 years - to be inserted at Contract award*).
2. The Contracting Authority or Authorized Client may issue Task Authorizations from the date of Contract Award up to midnight \_\_\_\_\_ (*TBD*). Contractual obligations and deliverable completion dates under Task Authorizations may extend beyond \_\_\_\_\_ (*TBD*) and will end once the final Task has been fully completed and all outstanding obligations performed, such as payments (including interests), warranty obligations as well as audit rights.
3. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by **up to two (2) additional one (1) year period(s)** under the same conditions. The Contractor 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 Contractor at least fifteen (15) 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.

## 6.10 Authorities

1. The Contracting Authority for the Contract is:

Name: Rebecca Taron  
Title: Supply Specialist  
Directorate: Public Works and Government Services Canada  
Procurement Branch  
Major Projects, Pacific Region  
Telephone: 250-857-2810  
E-mail: rebecca.taron@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 Contractor 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.

2. The Project Authority for the Contract is: *(To be inserted at Contract Award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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.

3. The Contractor's Representative for the Contract is: *(To be inserted at Contract Award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.11 Proactive Disclosure of Contracts with Former Public Servants

1. By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

### 6.12 Payment

#### 1. Basis of Payment – Individual Task Authorizations

- a) The Contractor will be paid for the work in the authorized Task Authorization (TA), in accordance with the Basis of Payment in Annex "B", and as stipulated in the authorized Task Authorization.
- b) Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized Task Authorization. Custom duties are included and Applicable Taxes are extra.
- c) No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

## 2. Limitation of Expenditure - Cumulative Total of all Task Authorizations

- a) Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_ *(to be inserted at Contract award)*. Customs duties are included and Applicable Taxes are extra.
- b) No increase in the total liability of Canada shall be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- c) The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - i. when it is 75 percent committed, or
  - ii. four (4) months before the Contract expiry date, or
  - iii. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
- d) If the notification is for inadequate Contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 3. Method of Payment – Monthly Payment

- a) Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
  - i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - ii. all such documents have been verified by Canada;
  - iii. the Work performed has been accepted by Canada.

### 6.13 Invoicing Instructions

1. The Contractor 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.
2. Each invoice must be supported by:
  - a) a copy of time sheets to support the time claimed if requested by the Project Authority;
  - 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, and other disbursements;
  - d) a copy of the monthly progress report;
  - e) invoice date (corrected for amendments);
  - f) invoice number;
  - g) period invoice covers;
  - h) Contract number;
  - i) task number;
  - j) project number;

- k) total task amount (corrected for amendments);
- l) amount previously invoiced;
- m) current invoice amount;
- n) amount remaining on task;
- o) itemized list of fees, identifying category, resource, rate, hours, and extension. Categories, rates, resources and disbursements, must be pre-approved by the Authorized Client. Canada reserves the right to not pay for categories, rates, resources or disbursements submitted on invoices that have not been pre-approved;
- p) itemized list of travel expenses, identifying resource, dates of travel, location of travel, rates; and
- q) itemized list of disbursements, cross-referenced to included back-up receipts.

3. Invoices must be distributed electronically as follows:

- a) The original copy must be forwarded to the address shown on page 1 of the Task Authorization for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 6.14 Certifications and Additional Information

1. **Compliance:** Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to Contract award, and the ongoing cooperation in providing additional information are conditions of the Contract. If the Contractor does not comply with any certification or 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. Certifications are subject to verification by Canada during the entire period of the Contract.
2. **Federal Contractors Program for Employment Equity - Default by the Contractor:** The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

#### 6.15 Applicable Laws

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

#### 6.16 Priority of Documents

1. 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) the signed Task Authorizations (including all of its annexes, if any);
- h) any other documents that are part of the Contract but are not otherwise listed above; and
- i) the Contractor's Technical Bid/Certifications dated \_\_\_\_\_, (*insert date of bid*).

#### **6.17 Foreign Nationals (Canadian Contractor OR Foreign Contractor)**

1. SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)
2. SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

#### **6.18 Insurance – No Specific Requirement**

1. SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

#### **6.19 Dispute Resolution**

1. The parties agree to maintain open and honest communication about the Work throughout and after the performance of the Contract.
2. The parties agree to consult and co-operate with each other in the furtherance of the Contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
3. If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
4. Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

#### **6.20 SACC Manual Clauses**

1. SACC Manual Clause [C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor
2. SACC Manual Clause [C0711C](#) (2008-05-12), Time Verification
3. SACC Manual clause [A0285C](#) (2007-05-25), Workers Compensation
4. SACC Manual clause [A9068C](#) (2010-01-11), Government Site Regulations

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## ANNEX "A"

### STATEMENT OF WORK

#### 1. Summary

- .1 Public Works and Government Services Canada (PWGSC, also known as PSPC) has a requirement for professional advisory and technical services in the area of Regulatory Services for the Faro Mine Remediation Project (FMRP) and possibly for the future remediation of the Vangorda / Grum Mine site, both located at the Faro Mine Complex (FMC), Yukon Territory.
- .2 The required services will mainly include but will not limited to advancing the Faro Mine Remediation Project through environmental and socio-economic assessment requirements, preparation of a water license, preparation of a Fisheries Act Authorization Application and achieving overall required regulatory approvals / licensing.
- .3 Canada intends to issue at least one (1) Task Authorization (TA) per year. The period of the Contract with Task Authorizations (CTA) is three years from date of Contract award, with an option to extend by up to two (2) additional one (1) year periods, at Canada's sole discretion.

#### 1.1 Glossary and / or acronyms

- .1 **Canada:** Means Her Majesty the Queen in right of Canada.
- .2 **CIRNAC:** Crown-Indigenous Relations and Northern Affairs Canada
- .3 **Contract:** means the contract documents referred to as such therein and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties
- .4 **Contract with Task Authorizations:** is a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions including an administrative process involving task authorizations.
- .5 **Departmental Representative or DR:** means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person designated an authorized in writing by the Departmental Representative to the Contractor.
- .6 **FMC:** means the Faro Mine Complex, which is comprised of the Faro Mine Site and the Vangorda / Grum Mine Site.
- .7 **FMRP:** Faro Mine Remediation Project. In this document, the term FMRP includes the remediation of the Faro Mine Site.
- .8 **IOC:** Indigenous Opportunity Considerations. Generally means a plan of action designed to maximize Indigenous Employment, training/Skills Development and subcontracting for example.
- .9 **Major Project:** is defined as a single infrastructure or heavy civil engineering project, with a defined start and end date, valued at more than \$25,000,000.00 to the owner, including capital costs. "Capital costs" include items such as, but not necessarily limited to: purchase of the land, permits and legal costs, equipment costs either on the part of the owner or the owner's representative(s), and related items.

- .10 **Main Construction Manager or MCM:** means the person contracting with Canada to perform site management services, care and maintenance and construction management services at the Faro Mine Complex.
- .11 **North or Northern:** is defined as a physical location North of 60° latitude, in a permafrost environment.
- .12 **PSPC or PWGSC:** means the Department of Public Works and Government Services, also known as Public Services and Procurement Canada.
- .13 **Regulatory Services Contractor:** The team retained by Canada to provide regulatory services to the project.
- .14 **TRC:** Technical Review Committee.
- .15 **WMC:** Water Management Committee.
- .16 **YESAB:** Yukon-Socio-Economic Assessment Board. It is an independent arms-length body, responsible for the assessment responsibilities of the Yukon Environmental and Socio-economic Assessment Act (YESAA) legislation and regulations. Specifically, its role is to administer YESAA.

## 2. Project Background and Site Description

### 2.1 Site History

- .1 The Faro Mine Complex (FMC) is an abandoned lead-zinc mine located in south-central Yukon, approximately 90 km driving distance, northwest of Ross River, and approximately 350 kilometers northeast of Whitehorse. The FMC is approximately 25 square kilometers in size. The access road to the FMC extends approximately 22 km from the Town of Faro to the mine, gaining over 400 m in elevation. The FMC includes the Faro and Vangorda Mine sites as well as some infrastructure running between the two sites.
- .2 The FMC was in production from 1969 to 1992 (with production rates of 5000 and 9300 tons of ore per day), and the Vangorda Plateau Mine was in production from 1986 to 1998. The ore at the FMC contained valuable quantities of lead, zinc, gold and silver.
- .3 When Anvil Range Mining Corporation declared bankruptcy in 1998, the FMC was subsequently entered into receivership and Deloitte and Touche was court appointed as Interim Receiver to manage the environmental care and maintenance of the mine site. As the FMC is located on Crown land, once it was abandoned by operators, it became the financial responsibility of the Government of Canada who funded the care and maintenance of the FMC under the management of the Receiver. On April 1, 2003 a new Yukon Act came into effect reflecting the Government of Yukon's increased control. The authority to manage public lands and resources in the Yukon Territory, including abandoned mine sites, was transferred from the Government of Canada to the Government of Yukon pursuant to the Yukon Northern Affairs Program Devolution Transfer Agreement. In 2009, the Government of Yukon took over responsibility for care and maintenance at the FMC. In 2017, the Government of Yukon along with Affected Yukon First Nations requested the governance of the Faro Mine Remediation Project be revised further. In May 2018, the Government of Canada took over responsibility for care and maintenance of the FMC and implementation of construction activities.

### 2.2 Geographic Context

- .1 The FMC includes two main areas:
  - a. Faro Mine Site, situated in the Rose Creek watershed, which drains to the Pelly River via Anvil Creek. The Faro Mine Site consists of the Rose Creek Tailings Area and the Faro Mine Site (i.e., the Faro Pit, waste rock dumps and former mill, associated buildings and the Emergency Tailings Area). During the operation of the Faro Mine, a 3.8 km long channel was constructed to divert the flow of Rose Creek, such that 70 million tonnes of tailings were deposited in the Rose Creek Valley. A series of dams were built to retain the tailings and to allow for storage of water prior to its treatment and release into the environment. The Faro Mine site has two (2) water treatment plants (the Interim Water Treatment System (IWTS) and the Cross Valley Pond Treatment Plant), with the IWTS anticipated to be decommissioned following planned construction and commissioning of a permanent water treatment plant. The Faro Pit is approximately 1675 m long and 975 m wide at the crest; and,
  - b. Vangorda / Grum Mine Area, located in the Vangorda Creek watershed, which joins the Pelly River at the Town of Faro. The Vangorda / Grum Mine Site includes the Vangorda and Grum pits and their associated waste rock. The Vangorda / Grum Mine shares a single water treatment plant. The Vangorda Creek is diverted around the perimeter of the Vangorda Pit.

- .2 The FMC is found primarily on National Topographic System Map 105K/6, with a small portion on 105K/3, within Watson Lake Designated Office district. Vehicle access to/from Faro is served by the Robert Campbell Highway, which is an approximate 5 hour drive from Whitehorse, YT.
- .3 The Town of Faro, near the FMC has very cold winters and mild to warm summers. The average temperature in January is around -20 °C and 15 °C in July. Months with above zero mean temperatures are May, June, July and August. Snow accumulation at the Faro Mine Complex typically begins in October and the snow cover is generally melted by the end of April. Prevailing wind direction in the region is from the southeast.
- .4 The FMC's high latitude causes a large variation between day and night. Daylight hours range from five hours of daylight in December to twenty hours in June. Twilight lasts all night from late May to July.

### 2.3 Cultural Context

- .1 The 25 sq. km FMC is located in the Kaska Traditional Territory, as claimed by the Kaska Nation. At present time, the Kaska Nation is comprised of four Indian Act bands. This includes Ross River Dena Council and Liard First Nation in the Yukon, and the Dease River First Nation and Kwadacha First Nation in British Columbia. None of these First Nations have a land claim agreement at present, but several land sections surrounding the FMC are currently subject to interim protection for the Ross River Dena Council.
- .2 This section is provided by the Ross River Dena Council and is included at their request to highlight the history and importance of the area encompassing the FMC and the impact of mining activity to the Ross River Dena:
  - a. Tse Zul (Mt. Mye) lies in a unique ecological setting. Here two major rivers converge in the rain-shadow of the Pelly Mountains, separated by blocks of mountains where changes in elevation yield a variety of habitats. Scattered wetlands add further diversity. Three different caribou types/herds used the area, moose were at densities believed to be the highest in the Yukon, and a unique colour phase of thinhorn sheep, called Fannin sheep, were abundant here. These sheep were of special importance to the Ross River Dena; many wintered along the Pelly River and were accessible to hunters in the winter. The Tintina Trench that runs at the foot of Tse Zul was the migration corridor for thousands of migrating geese, ducks and cranes, and the hills around Blind Creek were home to Blue Grouse. Along the Pelly River, sharp-tailed grouse could be found - the only place in the region where they occurred. The diversity of habitats produced many different medicinal and food plants, and one of few places where birch trees could be harvested (birch was used for many purposes). Salmon were more abundant here than anywhere else in the region - so abundant that "nets had to be checked three times a day". It is also one of few places where fishing wheels were used. The Tse Zul area was one of the most important breadbaskets to the Ross River Dena, or as Weinstein (1992) remarked, "one of the rare places where, as the elders say 'there is everything' – moose, caribou gophers, whistlers, fresh water fish and salmon".
  - b. As well as being a special place for a variety of animals that lived there, Tse Zul was also special for the unique rocks found there. In fact, even the name Tse Zul is a reference to the "Hollow Rock" on the mountain. Al Kulan got to know some of the local people that lived in the area. In a kind and welcoming gesture, three Ross River Dena - Dena Cho, Joe Ladue and Arthur John Sr. - showed this prospector some of the special rocks at Tse Zul that

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eventually led to the Anvil Mine. For their part, the three men received no recognition or benefits from the mine.

- c. The importance of the Tse Zul area to Ross River Dena was exemplified by the significant use of the area. At least eight extended families lived here. There were three permanent centres of habitation in the area, and seasonal encampments were scattered everywhere. The area was also a major transportation hub, laced by a network of trails. A number of sacred areas are also found here, signifying a deep reverence to the area, and a long history of occupation. At least 26 archaeological sites found in the area provide further physical evidence of the importance of this place to the Ross River Dena.
- d. The development of the Faro mine and its infrastructure was one of the most debilitating events in the Ross River Area, causing significant environmental and social impacts. Heavy metal leaching, acid rock drainage, and airborne pollutants poisoned the region. This, combined with habitat destruction, displacement of animals, and an invasion of outside hunters, resulted in declines of most fish and wildlife species. A population of wintering caribou disappeared, as did lake trout and grayling from a number of creeks. The Ross River Dena were displaced, further depriving them of the bush economy. The late Arthur John senior sadly commented; "Now no one goes there. The mine tore up half the mountain now. People from that country try other areas, could not find anything as good." Racism and bigotry also played a role. As Weinstein (1992) pointed out, "The changes to Ross River which accompanied the mine development affected all band members. The village changed fundamentally and very rapidly, from an isolated Indian community to a mixed- racial regional service centre. Indians became a marginalized minority, facing bigotry and discrimination.... The traumas that resulted were profound, leading to alcoholism, family breakdowns, and self-inflicted violence". Indeed, the social and environmental impacts of Faro have been disastrous to the Ross River Dena.

#### 2.4 Site Conditions – Faro Mine Site

- .1 The main components of the FMC include: open pits, waste rock dumps, tailings storage facilities and associated dams, water treatment facilities, access roads, haul road, stream diversions, water storage areas, and buildings previously used for milling-related activities. The FMC is within the watersheds of Rose and Vangorda creeks. The Vangorda Creek discharges into the Pelly River near the Town of Faro. Rose Creek meets with Anvil Creek which discharges into the Pelly downstream of the Town of Faro.
- .2 Some of the waste rock dumps and parts of the Rose Creek Tailings Area are producing acid rock drainage resulting in the deterioration of the surface water quality in the receiving environment, with increasing trends in the concentrations of sulphate and a number of metals, including iron (total and dissolved), manganese, and zinc.
- .3 Groundwater under the Rose Creek Tailings Area and waste rock dumps, and water in the Faro Pit are contaminated with metals at concentrations that, without treatment, would result in adverse effects to aquatic organisms, wildlife, and people. Over time, site-wide acid drainage is expected to occur. As a result, the trend of increasing contaminant concentrations in groundwater and surface water is expected to continue into the foreseeable future.
- .4 Existing conveyance structures at the Faro Mine Site include the Faro Creek Diversion, the West Valley Interceptor Ditch, North Fork Rose Creek, Rose Creek Diversion Channel, Upper

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Guardhouse Creek and the North Wall Interceptor Ditch. Many of these conveyance structures are currently being impacted by contaminated groundwater. In addition, many of these structures for non-contact water, including the Rose Creek Diversion, are too small to convey large scale flood events. If such an event should occur, it could lead to catastrophic failures and the release of contaminants into the downstream environment.

- .5 The Faro Pit, waste rock dumps, and Rose Creek Tailings Area each have stabilization and contamination challenges. Stability is of concern for the waste rock dumps, the Secondary Dam and Intermediate Dam in the Rose Creek Tailings Area and along the northwest side of the Faro Pit, which has the potential to threaten the Faro Creek Diversion.

## 2.5 Potential Addition of Vangorda/Grum Mine Site

- .1 There is a possibility that the Vangorda/Grum portion of the FMC may also need to go through the regulatory process, including support for an environmental and socio-economic assessment, water licence and a potential Fisheries Act authorisations. As a result, this may expand the work that will be required by the contractor.

## 2.6 Environmental Risks

- .1 The FMC is one of the largest contaminated sites within the federal sites inventory. There are 70 million tonnes of tailings, 320 million tonnes of waste rock, areas of contaminated soil, open pits, various types of structures, 3 water treatment plants, and a highly contaminated mill. On the Faro Mine Site, there are ongoing concerns related to the capacity of the interim water treatment plant to treat additional volumes of water while maintaining discharge standards, the migration of contaminants downstream of the North Fork and the Cross Valley / Rose Creek areas, potential impacts from, contaminated groundwater appearing in wells down gradient of Cross Valley Pond in the Rose Creek Valley, the physical instability of the Faro Pit walls and deteriorating structures on site, are examples of the environmental hazards on site.
- .2 The FMC is a heavily contaminated abandoned industrial site, which contains many hazards, both evident and hidden, posing risk to human health and safety and the environment. These general hazards include, but are not limited to:
  - a. Mine workings: there are 3 partially flooded open pits containing contact water;
  - b. Dams and diversions of insufficient capacity / robustness: the current flood-routing capacity of the major tailings retention structures and associated diversions on the FMC are insufficient to provide adequate risk mitigations over the long term. Upgrades to flood routing capacity may be executed during the term of this contract;
  - c. Acid-generating waste rock and tailings: the tailings impoundment contains approximately 70 million tonnes of acidic lead/zinc tailings. Much of the 320 million tonnes of waste rock is acid generating and many of the seeps emanating from waste rock piles across the FMC contain elevated levels of metals and sulphate;
  - d. Contaminated groundwater: Contaminated groundwater underlying the waste rock piles and tailing impoundment area is contaminated and the movement of these contaminant plumes is being monitored;
  - e. Metal contaminated soil: there is an undetermined quantity of lead/zinc contaminated soil throughout the FMC, most noticeably in the vicinity of the former concentrate storage and load-out building;
  - f. Hazardous materials: there are many decommissioned buildings and facilities at the FMC that are contaminated with lead concentrate dust, asbestos and other harmful substances,

and are awaiting demolition as part of the remediation effort. Despite previous removal efforts, there is a possibility that hazardous materials may remain in other locations on the FMC;

- g. Hydrocarbon contaminated soil: there is an estimated 90,000 cubic meters of un-remediated hydrocarbon contaminated soil at the FMC;
- h. Faro mine road: this road is a public roadway that passes through the Faro Mine Site adjacent to the tailings impoundments and ends at the Faro Site's Guardhouse. Yukon Government's Department of Highways and Public Works is responsible for maintenance of the road which can be made challenging by weather conditions, glaciation, and/or competing maintenance priorities as the road is classified as secondary. Seasonally, there are hunters and recreational users camping on this road;
- i. Limited access control: site security facilities would consist primarily of a few sections of fence and lockable gates at key areas. The FMC has a long-standing history of public use for activities such as hunting and recreational use.
- j. Unsafe infrastructure: aged and deteriorating buildings and other types of built infrastructure are located throughout the FMC and pose a challenge for the protection of worker and public health & safety.
- k. Other known hazards include, but are not limited to:
  - i. Dust Hazards: the contaminated soils can be disturbed by vehicles or heavy equipment use. The resulting dust can pose a risk to human health.
  - ii. Terrain Hazards: Steep/slippery slopes, cliffs, open water, remote areas, partially buried debris and sinkholes exist.
  - iii. Wildlife Hazards: The FMC is accessible to wildlife, including bears, wolves, foxes, and ungulates.
  - iv. Other Contractor/Activity Hazards: Multiple contractors may be present on the FMC at all times, and may be performing hazardous operations.
  - v. Vehicle Hazards: Vehicles move around the FMC, both on- and off-road. Road systems include one- and two-way traffic sections.
  - vi. Temperature Hazards: Extreme cold conditions are frequently encountered.
  - vii. Electrical Hazards: High AC voltages.
  - viii. Contaminated Water: some surface water and groundwater within and around the FMC may be contaminated.
  - ix. Confined Space Hazards exist.
  - x. Elevated work areas.

## 2.7 Environmental and Socio-Economic Assessment

- .1 For the Faro Mine Remediation Project (FMRP), the project proposal is currently under review with the Yukon-Socio-Economic Assessment Board (YESAB). The complete project proposal, as well as information regarding the current status of the review, is available via the YESAB website (<https://www.yesab.ca/faro-remediation>) and all documents are also in the registry: [YESAB Registry](#). Once that assessment is completed, decision bodies will issue a decision document and the licensing process shall begin for the remediation phase of the project. It is expected that licence, authorizations and permits should be received in approximately 2025 / 2026. However,

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Canada anticipates that the preparation of a water license submission will begin during fiscal year 2022-23, via this contract.

- .2 For the Vangorda / Grum Mine Remediation Project, a draft remediation plan was prepared by SRK Consulting in 2010 and an updated cost estimate was completed in 2021. There is a possibility that the Vangorda/Grum part of the FMC will be sold over the course of the Contract. If this does not happen and CIRNAC makes the decision to proceed with the remediation of the Vangorda/Grum Mine site, a 30% design for active remediation would have to be prepared before a project proposal could also be drafted and submitted to YESAB.

## 2.8 Care and Maintenance

- .1 Care and Maintenance activities are carried out on-site year-round by Parsons Inc. Care and Maintenance activities generally include the following:
  - a. Management, operation, maintenance, reporting, repair and upgrading as required of surface water conveyance and storage infrastructure, including fresh water diversions, ditches, ponds, control structures, sumps, extraction wells, pumps, etc.;
  - b. Management and treatment of contaminated water, including the management, operation, maintenance, reporting, repair and upgrading as required of all water collection, storage (pits and dams), conveyance, and treatment systems, including 3 seasonal lime-based water treatment systems;
  - c. Management, operation, reporting and updating the Operational Water Balances for both the Faro and Vangorda/Grum sites;
  - d. Management, maintenance, repair and upgrading as required of buildings, roads, civil and electrical infrastructure which support operations at the FMC including but not limited to access roads, parking areas, traffic signage, offices, storage and operations buildings, generators, electrical sub stations and distribution systems.
  - e. Comply with the Yukon Occupational Health and Safety Act to protect the health and safety of workers at site;
  - f. Management of, and reporting on, on-site inventories of parts, supplies, maintenance management, critical spares, consumables, etc.;
  - g. Review, update annually and develop new materials as required for all Site operations-related plans and systems such as Standard Operating Procedures (SOPs), Maintenance Management Plans (MMPs), Emergency Response Plans (ORPs), operating manuals, etc.;
  - h. Management of waste including solid waste, treatment sludge, waste mechanical fluids, etc., generated by internal operations.
- .2 In the ice-free months, contaminated water in on-site storage facilities is treated for discharge. Urgent works are conducted throughout the year, on an as needed basis. The activities conducted as Urgent Works vary greatly, but can include installation of new seepage interception systems, upgrades to or addition of infrastructure, hauling materials, diverting water, etc.

### 3. Structure, Governance and Roles & Responsibilities

#### 3.1 General Information – Project Administration

- .1 The management of all project administration services is the responsibility of the Regulatory Services Contractor and can be performed at the location of their choice.
- .2 This section describes the requirements of the Regulatory Services Contractor to provide management and administration of their own activities as well as any sub-contractors in accordance with the needs of Canada.
- .3 The administration and project management requirements outlined in this section apply to the initial term and any option periods of the Contract.
- .4 This project is to be organized, managed and implemented in a collaborative and integrated manner between PSPC and Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC).
- .5 The following sections provide an overview of the members of the FMC Project Team and other project participants.

#### 3.2 Role of Canada (General Overview)

- .1 Canada intends to create a working environment where all parties bring a high degree of commitment and collaboration to the Project. The Regulatory Services Contractor must work with the FMC project team (that includes Canada, the main construction manager and the other contractors) in delivering the design and construction for this project.
- .2 Canada is the sole proponent of the project involving the care and maintenance and remediation of the FMC.

#### 3.3 Departmental Representative

- .1 The Departmental Representative (DR) from PWGSC is the project manager for the contract and provides direction to the Regulatory Services Contractor. The DR will act as the Technical Authority for all work packages. Within the context of this document, the term Departmental Representative (DR) refers to the person exercising the roles and attributes of Canada under the contract.
- .2 The DR is responsible for managing the Regulatory Services Contractor's Contract. The DR:
  - a. Is directly concerned with this Contract and is responsible for its progress;
  - b. Liaises with the FMC Project Team, obtains their requirements, and conveys these requirements to the Regulatory Services Contractor;
  - c. Briefs and directs the Regulatory Services Contractor, seeks approvals, exchanges information between the Regulatory Services Contractor and the FMC Project Team, and authorizes the Regulatory Services Contractor to act under the Contract;
  - d. Liaises with the PSPC Contracting Authority who is responsible for the establishment of the Contract agreement, its administration and any contractual issues related to it;
  - e. Administers the project and exercises continuing control over the project during all phases of development;

- f. Conducts day-to-day project management and is the Regulatory Services Contractor's single point of contact for project direction;
- g. Provides authorizations to the Regulatory Services Contractor on various tasks throughout the projects; and
- h. Liaises with and between the Regulatory Services Contractor , PSPC, CIRNAC, the MCM Team and other consultants and contractors and also manages the internal federal government stakeholders.

### 3.4 Role and Responsibilities of CIRNAC

- .1 The Project Sponsor and Client Department referred to throughout this SOW is Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC). CIRNAC 's mandate is to meet the Government of Canada's obligations and commitments to First Nations and for fulfilling the federal government's constitutional responsibilities in the North. CIRNAC is the Project Sponsor responsible for the remediation and for the continued care & maintenance of the FMC. It is responsible for protecting the environment, the public and the FMC infrastructure. It is also responsible for keeping the FMC in compliance with all applicable Acts and regulations, as well as ensuring the FMC is secure and contamination is addressed within the risk management strategy. As the Project Sponsor, CIRNAC has the following role:
  - a. Securing Funding and Project Approval from Treasury Board.
  - b. Accounting for the expenditure of public funds and outcomes of the project in accordance with terms accepted by the Treasury Board.
  - c. Accounting to Treasury Board for the overall planning, management, and execution of the project, including quality and risk management.
  - d. Providing Project Scope Definition to the FMC Project Team and verifying that:
    - i. Project scope requirements are thoroughly understood.
    - ii. The functional and operational requirements are met.
    - iii. Approvals, as required, are signed off.
  - e. Engaging with PSPC DR and the Regulatory Services Contractor on technical matters pertaining to the project.
  - f. Serving as a technical resource.
  - g. Securing the necessary authorizations to proceed with the Project.
  - h. Engaging and consulting with Indigenous, and other interested parties (including Media relations).
  - i. Liaising with internal and external stakeholders and other groups and reporting on project progress and performance.

### 3.5 Main Construction Manager (MCM)

- .1 The Main Construction Manager (MCM) shall be contracted directly with Canada. The MCM will coordinate and cooperate with all members of the FMC Project Team.
- .2 The MCM is the constructor per the OHS Act of the Yukon and therefore has legal responsibility for health and safety at site.
- .3 The MCM will undertake the management and coordination of the construction work packages and provide the following services:

- a. Assign and maintain qualified staff or engage the services of specialist contractors to provide care and maintenance services as well as construction support at site.
- b. Engage and manage the services and work of qualified and experienced individuals or firms to provide the Work for which the Main Construction Manager does not have qualified personnel on staff.

### 3.6 Technical Review Committee

- .1 The Technical Review Committee (TRC) includes members of the Project team, First Nation partners and Yukon Government. The committee provides technical support to the Project through all phases of investigation, planning, design and implementation to help ensure alignment with project objectives and that technical requirements are suitably defined and incorporated. The TRC is also a venue for ongoing regular engagement by the Project team with its project partners.
- .2 The TRC will participate regularly in design phases, will facilitate the review of deliverables and will engage expert support when required to support its review function.

### 3.7 Independent Peer Review Panel

- .1 The Independent Peer Review Panel (IPRP) is a group of independent technical subject matter experts in the areas of Mine waste, contaminants, water treatment, reclamation and associated engineering and environmental requirements. The IPRP provides a neutral, third party review, assistance, comment and advice on the technical merits of the design, for the purpose of assuring the owner, regulators and/or stakeholders that the design is feasible, appropriate, sound, safe, and will achieve the Project objectives in a compliant manner.

### 3.8 Water Management Committee

- .1 The Water Management Committee (WMC) includes members of CIRNAC, PSPC, representatives from consultant and contractor teams, and MCM staff. Additional participants involved in water management for care and maintenance, urgent works and remediation planning, may support the WMC, as determined necessary by CIRNAC.
- .2 The WMC provides a forum for team members involved in water management at Faro to work collaboratively to develop and monitor a strategic, holistic, and integrated approach to water management. The WMC is a coordination, integration, and communication body and not a decision-making body.

### 3.9 Other government departments and stakeholders

- .1 There may be numerous representatives of other government departments (OGDs), project stakeholders from Canada, Yukon Government, Affected First Nations, and the Town of Faro involved in the Project. The Regulatory Services Contractor may attend these meetings only when a representative from the FMC Project Team is in attendance.

### 3.10 Other Engineering, Environmental Monitoring and Geotechnical Services Contractors

- .1 The following consultants and contractors for the remediation of the FMC are, or will be, engaged by Canada under separate contracts: the Remediation Plan Design and Support Services

Consultant, Environmental Monitoring Services Contractor, Geotechnical Services Consultant, and Permanent Water Treatment Plant Design Consultant.

- .2 The Remediation Plan Design and Support Services Consultant will advance the Design Packages that are covered under each of the Engineering Contracts.
- .3 The Permanent Water Treatment Plant Consultant has been previously procured by Canada through a separate contract. This 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 Services 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 Geotechnical Emergency Response Plan, and;
  - e. Performing detailed inspections of dams, diversions, pits and waste rock dumps on behalf of Canada.
- .5 The Environmental Monitoring Services Contractor will collect, manage, analyze and report on monitoring data. This will include, but not necessarily be limited to:
  - a. Surface, seepage, pore and ground water quality and quantity monitoring, data management, analyses and reporting.
  - b. Water toxicity monitoring, data management, analyses and reporting.
  - c. Aquatic and Terrestrial effects monitoring, data management, analyses and reporting.
  - d. Ambient air monitoring, data management, analyses and reporting.
  - e. Geotechnical monitoring and data management.

#### 4. Scope of Work

- .1 Work will be performed for PSPC at the FMC on behalf of Crown Indigenous Relations and Northern Affairs Canada (CIRNAC). Specific work requirements for each Task Authorization (TA) issued under the Regulatory Services Contractor will be detailed as part of the TA procedure by the PSPC Project Manager.
- .2 Canada anticipates that one or more TAs will be issued on an annual basis for Required Services, incorporating refinements to reflect changing site conditions, lessons learned and any adjusted program requirements for the upcoming season. In addition, if and as required, one (1) or more TAs may be issued for special studies or ad hoc/emergent requirements.

##### 4.1 Role and Responsibilities of the Regulatory Services Contractor

- .1 The Regulatory Services contractor's "regulatory team" includes the Regulatory Services contractor's staff and any sub-contractors or specialists.
- .2 The regulatory team must include, as applicable, qualified professionals registered or eligible for registration in the Yukon Territory (or in another Canadian jurisdiction, in instances where Yukon registration for a specific profession is not currently available), with extensive relevant experience, capable of providing all required services for the duration of the contract.
- .3 Services are required in the following disciplines:
  - a. Environmental management, monitoring and adaptive management;
  - b. Water quality and load effects assessment and mitigation;
  - c. Human health and ecological risk assessment;
  - d. Vegetation, wildlife and aquatic life effects assessment and mitigation;
  - e. Air quality effects assessment and mitigation, including air quality modelling;
  - f. Socio-economic effects assessment; and
  - g. Cumulative effects assessment and mitigation.
- .4 Regulatory team members may provide services in more than one discipline.
- .5 The Contractor may be asked by the DR to expand the team to include additional disciplines necessary to support regulatory submissions and approvals. Additional disciplines may include:
  - a. Climate change effects assessment and mitigation (including but not limited to greenhouse gas affect assessment and mitigation);
  - b. Terrains and soils effects assessment and mitigation;
  - c. Geochemical effects assessment and mitigation;
  - d. Local and Traditional land use effects assessment and mitigation;
  - e. Heritage Resources effects assessment and mitigation;
  - f. Economic Opportunities assessment;
  - g. Community Wellness effects assessment and mitigation;
  - h. Extreme events effects assessment and mitigation.
  - i. Effects of accidents and malfunctions and effects of the environment on the project.
  - j. Land and resources use effects assessment and mitigation; and
  - k. Historical resource effects assessment and mitigation.

## 4.2 Team Composition

.1 The consultant's team will consist of four categories to provide the required services outlined in Section 4.4. The qualifications for the positions are outlined in Appendix 1. However, the following are general roles and responsibilities of specializations, within the contractor's team:

a. **Team Lead:**

- i. Provides specialized advice on technical items;
- ii. Provides specialized review on scope and technical deliverables;
- iii. Liaison with PSPC Project Manager to provide specialized and regulatory technical advice; and
- iv. Liaison with Contracting Authority and Departmental Representative for program updates.

b. **Principal Consultant:**

- i. Manages program of work and Contract with Task Authorizations;
- ii. Coordinates all work;
- iii. Provides senior technical review;
- iv. Manages corporate resources;
- v. Provides specialized review on scope and technical deliverables; and
- vi. Provides specialized advice on technical items.

c. **Senior Consultant:**

- i. Provides senior guidance and direction to projects;
- ii. Responsible for scope, schedule, cost and quality of project; and
- iii. Manages intermediate personnel.

d. **Consultant:**

- i. Manages specific tasks within project;
- ii. Performs technical work;
- iii. Responsible for delivering scope within schedule, ensuring cost and quality; requirements are met;
- iv. Coordinates internal and external resources; and
- v. Manages juniors, as required.

## 4.3 Licensing, Certification or Authorization

.1 If qualified professionals are proposed by the contractor, they must be registered in Canada with the appropriate professional organization. Examples of professional organizations include, but are not limited to, the following:

- a. Association of Professional Engineers of Yukon
- b. Canadian Environmental Professional (EP), Canada
- c. Certified Environmental Auditor (CEA),
- d. Environmental Systems Lead Auditor (EMS LA),
- e. Contaminated Sites Approved Professional (CSAP) denoting a relevant specialty (e.g., Standards or Risk), British Columbia
- f. Professional Agrologist (P.Ag.), registered in Canada

- g. Professional Geologist (P.Geo), registered in Canada
  - h. Registered Professional Biologist (RP Bio)
- .2 If qualified professionals are proposed, please note that only a full membership will be considered to be a qualified professional (i.e. no "in training" designations).

#### 4.4 Required Services

- .1 The contractor is responsible for, but not necessarily limited to:
- a. Working as part of a collaborative team including CIRNAC, PSPC, MCM, and other consultants and contractors, as identified by PSPC in delivering the required services;
  - b. Supporting the Project Team to complete the Yukon Environmental and Socio-economic Assessment Act (YESAA) Executive Committee level assessment of the Faro Mine Remediation Project;
  - c. Conducting additional field work or modelling relating to the YESAA process, Water Licencing and Fisheries Act Authorization;
  - d. Preparing for and attending workshops and community meetings led by Canada or the Yukon Environmental and Socio-economic Assessment Board (YESAB);
  - e. Preparing, submitting (under CIRNAC's name) and supporting the Water Licence application;
  - f. Preparing, submitting (under CIRNAC's name) and supporting any required Fisheries Act Authorization application(s);
  - g. Preparing and submitting (under CIRNAC's name) of responses to Information Requests submitted by either YESAB, the Water Board, the Department of Fisheries and Oceans or other interested parties;
  - h. Providing professional advisory and technical services to support the finalization and approval of all applications for the FMRP to regulatory authorities;
  - i. Providing professional advisory, subject matter expertise and technical regulatory services to support CIRNAC and the Faro Mine Remediation Project (FMRP);
  - j. Accurately communicating services, funding, and scheduling requirements to contractor staff, sub-contractors or specialists;
  - k. Reviewing on behalf of the DR approvals that have been attained from all levels of government;
  - l. Adjusting the documentation to meet the requirements of regulatory authorities as requested;
  - m. Attending meetings with PWGSC, CIRNAC, regulatory authorities, stakeholders, First Nations, other project contractors, record the issues and decisions, and prepare and distribute minutes within two working days of the meeting to participants;
  - n. Ensuring all meetings are green i.e. using electronic documents or double-sided hard copies;
  - o. Ensuring any sub-contractors attend required meetings;
  - p. Coordinating all regulatory services with the DR;
  - q. Delivering services utilizing best practices, respecting the approved financial budget, schedule, scope and quality requirements;
  - r. Establishing a cohesive functional partnership and open communication between all members of the FMRP team and stakeholders throughout all the contract period;
  - s. Ensuring that the Regulatory Team has an in-depth understanding of the project requirements, scope, budget and scheduling objectives, working constructively to build a

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collaborative and cooperative team approach with knowledgeable and timely input and contribution by all project team members, including representatives from PSPC, CIRNAC, other consultants and contractors and the FMRP Team;

- t. Providing a written response to all PSPC comments when requested;
- u. Developing a rigorous quality management plan for regulatory services;
- v. Analyzing the effect of any alterations required during task delivery, on all project components and providing results to the Departmental Representative;
- w. Providing continuous and comprehensive documentation of the work; and
- x. Ensuring continuity of qualified personnel and maintain a dedicated working team for the length of the Contract.

#### 4.5 Reviews and Acceptance of Work

- .1 **Reviews:** PWGSC will review the work at various stages and reserves the right to reject unsatisfactory work at any stage.
- .2 **Acceptance:** PWGSC acceptance of submissions from the Contractor simply indicates that, based on a general review, the work complies with governmental objectives and practices, and meets overall project objectives.
- .3 Canada reserves the right to submit reports and other deliverables to regulatory or other government agencies (federal or territorial) for purposes including: review, comment, or approval; and, in support of permits or other authorizations. Reports may be reviewed by third party consultants retained by Canada.

#### 4.6 Transition and Planning Services

- .1 Hand-over of the scope of work from the current Regulatory Services Contractor will take place as required and as organized by Canada. Following Contract award, Canada anticipates that the Regulatory Services Contractor will work with PSPC, CIRNAC, the new MCM / C&M Contractor, and the current Regulatory Contractor to:
  - a. Develop Regulatory Services Contractor regulatory knowledge and understanding.
  - b. Become knowledgeable of current programs and practices, implementation; implementation schedules and expectations; and
  - c. Review relevant reports and regulatory submissions.

#### 4.7 Language of Work

- .1 The language of work will be in English.

#### 4.8 Green Procurement

- .1 As part of its ongoing commitment to improve the environment and the quality of life of Canadians, Canada seeks to reduce the environmental impacts of government operations, promote environmental stewardship, and adapt to climate change by integrating environmental considerations in the procurement process. Contribution to environmental objectives include:
  - a. reducing greenhouse gas emissions and air contaminants;
  - b. improving energy and water efficiency;
  - c. reducing ozone depleting substances;
  - d. reducing waste and supporting reuse and recycling;
  - e. reducing hazardous waste;

- f. reducing toxic and hazardous chemicals and substances; and
  - g. supporting biodiversity.
- .2 To assist Canada in reaching its objectives, the Regulatory Services Contractor should, to the maximum degree practical implement the following:
- a. Reports and Billing:
    - i. Invoices and correspondence to be sent and processed electronically;
    - ii. Use of electronic signatures, where client capacity to accept them exists, to reduce paper consumption;
    - iii. Draft reports are sent electronically;
    - iv. Limitations on number of hard copies of documents provided;
    - v. Paper is certified as originating from a sustainably managed forest and/or has a minimum of 30% recycled content, and
    - vi. Documents printed in duplex (double sided) format.
  - b. Travel:
    - i. Minimization of travel (use of video / telephone conferencing such as MS Teams and/or Zoom for example, use of local employees);
    - ii. Statement of preference for travel type that minimizes environmental impact;
    - iii. Accommodation preference for green-rated hotels, where value for money is demonstrated;
    - iv. Supplier Sustainability or Environmental Practices Policy, including specifications on the use of alternative fuels.

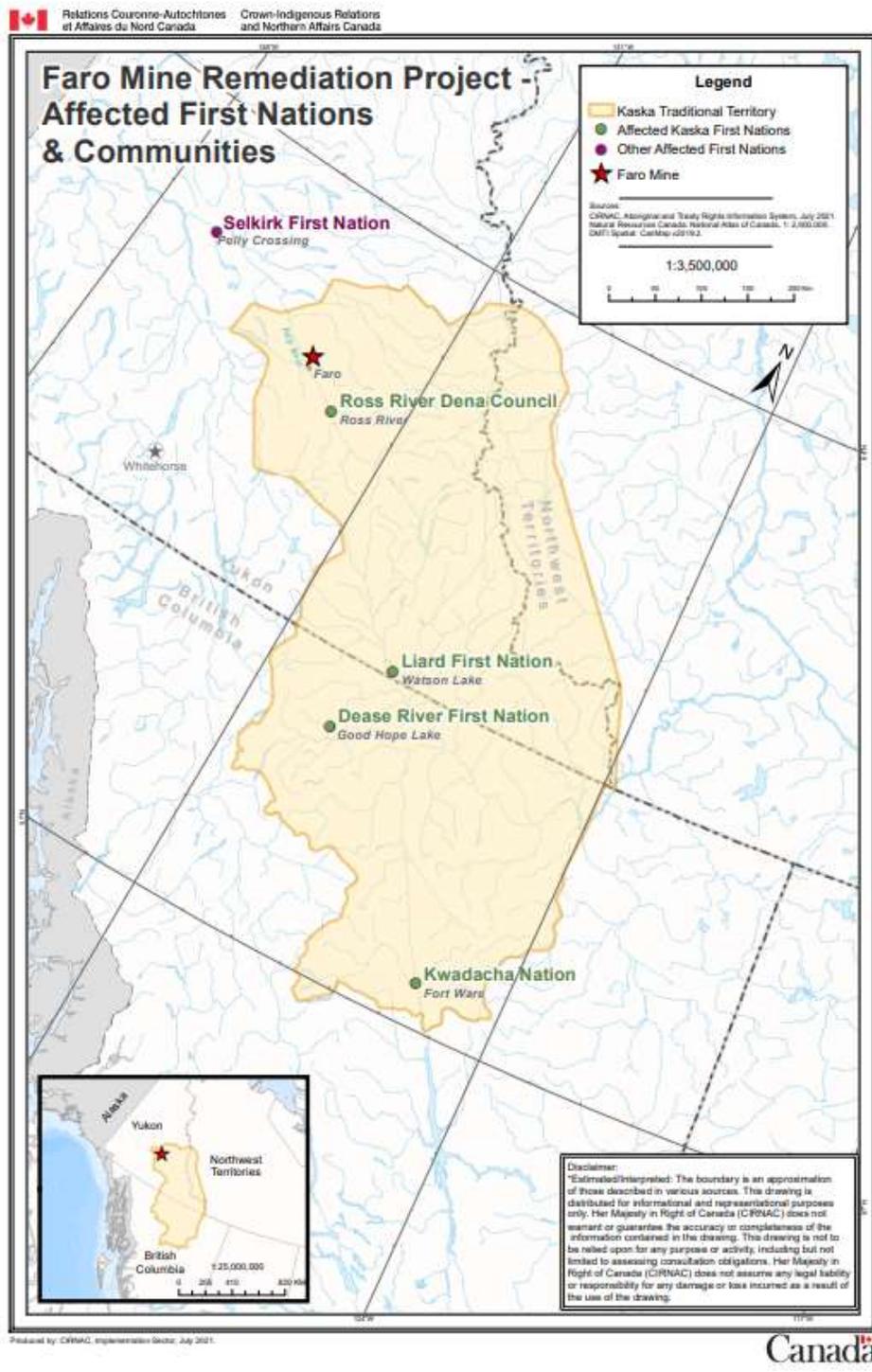
## 5. Indigenous Opportunities Consideration (IOC)

- .1 The Government of Canada is committed to reconciliation and meaningful engagement with Indigenous Peoples. The Faro Mine Complex is located in south-central Yukon, near the town of Faro, in the traditional territory of the Kaska Nation, and upstream from Selkirk First Nation. Ross River Dena Council is the closest First Nation community to the FMC. At present time, the Kaska Nation is comprised of four Indian Act bands. This includes Ross River Dena Council and Liard First Nation in the Yukon Territory, and Dease River First Nation and Kwadacha First Nation in British Columbia (herein jointly referred to as "Indigenous Peoples"). As part of Canada's commitment to reconciliation with Indigenous Peoples, some TAs issued will require the Regulatory Services Contractor to include an Indigenous Opportunities Consideration (IOC) that would provide the local Indigenous Peoples on whose traditional territories the project is located, opportunities to participate in the performance of the federal Work through the provision of services, training, employment, apprenticeship or sub-contracting opportunities. When required, the Regulatory Services Contractor must provide specific planned participation for the Indigenous Peoples and firms owned by Indigenous Peoples throughout the duration of the TAs.
- .2 When requested, the Regulatory Services Contractor must include a plan for meaningful opportunities, connected with the Work, for local Indigenous Peoples to participate in those specific TAs. Such opportunities may then include the provision of services, training, employment, apprenticeship and/or sub-contracting. The regulatory consultant must ensure the opportunities provided are maximizing the capacity of the Indigenous Peoples to participate in the Work being procured. This will require the Regulatory Services Contractor to engage with the local Indigenous Peoples to determine the Indigenous Peoples' capacity to perform portions of the Work as a subcontractor, supplier, employee or apprentice.
- .3 A completed IOC Form (to be provided by Canada) satisfying the content and estimated value of the IOC elements will be submitted with individual TA proposals. The IOC Form will be provided

at time of Services being requested. The IOC must include work opportunities through the provision of services, training, employment, apprenticeship or sub-contracting. Opportunities must contribute directly to the performance of the Work being procured.

- .4 If the Regulatory Services Contractor is owned by any one of the identified Indigenous Peoples or is part of a joint venture or a partnership with a firm owned by any one of the Indigenous Peoples, this will be calculated as being equivalent to sub-contracting and must be entered as such in the IOC form.
- .5 The Regulatory Services Contractor must use all reasonable commercial efforts in meeting the commitments included in the IOC submitted. In the event that the Regulatory Services Contractor becomes aware that there are circumstances outside of their control that impact their ability to meet the IOC commitment values, the contractor is to notify Canada in a diligent and timely manner that the IOC commitment values may not be met, and suggest a mitigation strategy.
- .6 For the purpose of this contract, we would like to offer an example for which Canada would require an IOC to be included in a particular Task Authorization. YESAB might make a number of recommendations following the environmental and socio-economic assessment process. For example, one of those recommendations might involve preparing a more in-depth historical resources assessment for a particular area of the mine site, but with the incorporation of traditional knowledge from a specific Kaska Dene First Nation. In a case like this one, Canada would most likely require an IOC for the Regulatory Services Contractor to hire an indigenous-owned firm as a subcontract.

Figure 1. Kaska Dena Traditional Territory



**Appendix 1. Essential Qualifications for Key Team Members**

Role	Essential Qualifications
<b>Team Lead</b>	<ol style="list-style-type: none"> <li>1. Possesses senior management level authority within the Contractor's organization, being authorized to commit the taskings and work plans and any associated change(s); to assign, add, substitute or replace resources upon request by PSPC; and to resolve any issues associated with the contractor's service delivery.</li> <li>2. Graduate or post graduate degree in engineering, or science-related field, from a recognized university.</li> <li>3. A minimum of ten (10) years professional work experience in coordinating and conducting environmental assessments for large projects.</li> </ol>
<b>Principal Consultant</b>	<ol style="list-style-type: none"> <li>1. Graduate or post graduate degree in engineering, or science-related field, from a recognized university.</li> <li>2. A minimum of fifteen (15) years professional work experience in coordinating and conducting environmental assessment for projects, including at least two (2) years in the role of Principal Consultant or equivalent (i.e. responsible and accountable for management and direction of programs and projects).</li> <li>3. Experience in leading projects successfully through regulatory approval processes, including Water Licences or Fisheries Act Authorizations.</li> </ol>
<b>Senior Consultant</b>	<ol style="list-style-type: none"> <li>1. Graduate or post graduate degree in engineering, or science-related field, from a recognized university.</li> <li>2. A minimum of ten (10) years professional work experience conducting environmental assessment of large projects.</li> <li>3. Experience in successfully completing environmental assessment processes for projects. .</li> </ol>
<b>Consultant</b>	<ol style="list-style-type: none"> <li>1. Degree in engineering, or a related science field, from a recognized university.</li> <li>2. A minimum of five (5) years professional work experience in this field.</li> </ol>

## ANNEX "B"

### BASIS OF PAYMENT

(Name(s) of resources identified in Annex "I" – Team Identification Form and associated rates from Annex "H" – Financial Evaluation will be inserted at Contract Award)

#### B1 Names of resources required at Annex A – Statement of Work, Appendix 1

Resource Categories	Maximum Number of Proposed Resources	Name of Resource Identified for this Specialization
Team Lead	1	<i>(to be inserted at Contract award)</i>
Principal Consultant	1	<i>(to be inserted at Contract award)</i>
Senior Consultant	1	<i>(to be inserted at Contract award)</i>
Consultant	1	<i>(to be inserted at Contract award)</i>

#### B2 Firm Hourly Labour Rates

1. The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.
2. The labour rates must be all-inclusive and include all overhead and profit, and the following costs as they relate to the work described in the Statement of Work.
  - a. all payroll costs such as but not limited to salary, statutory holidays, vacations with pay, unemployment insurance premiums and worker's compensation contributions where applicable, pension plan contributions, sick time allowance, medical/dental insurance premiums and any other benefits;
  - b. Statutory and legislated requirements, assessed and payable under statutory authority, which includes
    - i. Employment Insurance contributions;
    - ii. Canada Pension Plan;
    - iii. Worker's compensation board premiums;
    - iv. Public Liability and Property Damage insurance premiums; and
    - v. Health tax or insurance premiums.
  - c. any and all costs related to recruitment, employment advertising, interviews, and sourcing of labour;
  - d. any and all costs related to the provision of replacement or back-up resources, including resourcing through subcontracts where applicable
  - e. head office costs and overhead;
  - f. any and all costs related to the training of staff and resources to achieve or maintain certifications;
  - g. administrative time, internal equipment charges (including equipment charges considered to be internal although they may be rented) and other indirect support such as report printing (if required). Extraordinary printing costs (e.g. high quality photograph

reproduction not possible on standard laser printers or plotters) may be charged only if specific prior approval from the Department Representative is obtained.

- h. Allowance to account for coordination, administration, overhead, margin, miscellaneous purchase of small tools and supplies, consumables, safety and protection measures, training, permits, bonds, other insurance, site office.
3. Time worked which is more or less than an hour must be prorated to reflect actual time worked.

### **B2.1 Firm Hourly Labour Rates – INITIAL CONTRACT PERIOD**

*(table to be inserted at Contract award)*

### **B2.2 Firm Hourly Labour Rates – OPTION PERIODS**

*(table to be inserted at Contract award)*

## **B3 Travel Expenses**

1. The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without markup, in accordance with the meal and vehicle specified in Appendices B,C and D of the National Joint Council Travel Directive: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Charges for air travel must not exceed that for economy class.
2. All travel must have the prior authorization of Canada. All payments are subject to government audit.

## **B4 Other Direct Expenses**

1. Canada will reimburse at actual cost, without any administrative cost or mark-up for overhead or profit, the following direct expenses, incurred by the Contractor, supported by invoices / receipts, to the extent these are reasonable:
  - a. the cost of an "as and when requested" Indigenous Opportunities Consideration (IOC) part of a workplan for a specific TA, as approved and authorized by the DR.
2. The DR may approve additional items if the Contractor receives pre-approval from the DR.
3. All direct expenses must be pre-approved by the Departmental Representative. The Contractor will not be entitled to any reimbursement for direct expenses incurred without such prior approval or beyond the approved amounts.
4. In determining the reasonableness of a particular disbursement, consideration will be given to:
  - a. whether the nature and amount of the disbursement exceeds what would be incurred by an ordinary prudent person in the conduct of a competitive business in the relevant circumstances;
  - b. whether the disbursement is of a type generally recognized as normal and necessary for the conduct of a contractor's business and performance of work in

the nature of the Work;

- c. the restraints and requirements by such factors as generally accepted sound business practices, arm's length bargaining, federal, provincial and local laws and regulations, and contract conditions;
- d. the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, the government and public at large;
- e. the remote nature of the Work and the efforts of the Contractor to meet certain socioeconomic objectives;
- f. deviations from the established practices of the Contractor which may unjustifiably increase the costs; and the specifications, delivery schedule and quality requirements of the Work as they affect costs.

#### **B5 Replacement Personnel**

1. The replacement of personnel resources must be in accordance with Article 08, Replacement of Specific Individuals under the 2035 General Conditions of the Contract.

#### **B6 Addition of a Specialization for a Specific Task**

1. The Contractor may propose a new specialization for a specific task. The Contractor must provide the Departmental Representative with the following information:
  - a. a description of the new specialization and rationale for addition;
  - b. the name(s), qualifications and experience of the proposed resource(s);
  - c. the title, education minimums, experience minimums, and hourly rate of the proposed specialization; and
  - d. price support (if requested).
2. If Canada approves the proposed specialization and the proposed resource(s), the Contracting Authority will issue an amendment to the contract, for the specific task. If the contractor wants to propose the same specialization - to work on a different Task Authorization, the contractor must also obtain the approval from the Departmental Representative for that specific Task Authorization.
2. The Hourly Rate for any miscellaneous specialization provided must not exceed the highest Hourly Rate offered for Labour Rates above. Canada reserves the right to accept or reject any or all responses received in this category.

**ANNEX "C"**

**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: \_\_\_\_\_

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Client Ref. No. - N° de réf. du client  
EZ897-221594

Amd. No. - N° de la modif.  
000  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
FAR002  
CCC No./N° CCC - FMS No./N° VME

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### 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.

## ANNEX "D" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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Buyer ID - Id de l'acheteur  
FAR002  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "E"**

**TASK AUTHORIZATION FORM PWGSC-TPSGC 572**

*(to be provided at Contract award)*



## ANNEX "G"

### TECHNICAL EVALUATION

#### 1.1 Evaluation Procedures

1. Bids will be assessed in accordance with the entire requirement of the solicitation including the technical and financial evaluation criteria. An evaluation team composed of representatives of Canada will evaluate the bids. Each responsive Bid will be evaluated against the point-rated criteria listed below. The information provided should be detailed enough to allow a complete evaluation. It will assist in the evaluation if each section clearly indicates the specific criteria it is addressing.
2. Bidders' responses will be evaluated against the definitions and information requirements as described by these Evaluation Criteria. Bidders should ensure that all responses provide the necessary details regarding dates, credentials, and demonstrative project experience. All Requirements and Technical Evaluations, including projects, experience, and services (including roles and responsibilities), are with respect to the Statement of Work. Points will be awarded solely on the basis of information as explicitly written in the Bidder's response, as confirmed where applicable by References.
3. Reference information must be provided where requested. References must be independent of the Bidder, be currently or formerly employed with the client company (including government Department) and have knowledge of the sample projects submitted. The onus is on the Bidder to ensure valid contact information is provided for the Reference. References may be checked to confirm information provided only; no clarifications or additional information will be allowed (i.e., no "bid repair"). The relevant criteria will not be considered if any of: Reference information is not complete; Reference cannot be contacted by Canada; or Reference does not corroborate the provided information.
4. Irrelevant, incomplete, or unclear submission for mandatory fields will result in those criteria not being considered for evaluation. Irrelevant, incomplete, or unclear submissions for non-mandatory fields may result in that information not being considered for evaluation.

#### 1.2 Mandatory Technical Criteria

1. The Phased Bid Compliance Process will apply only to mandatory technical criteria identified by the superscript (<sup>PB</sup>). Mandatory technical criteria not identified by the superscript (<sup>PB</sup>) will not be subject to the Phased Bid Compliance Process.
2. Only mandatory criteria M1, M2 and M3 are Eligible Mandatory Criteria for the purposes of the Phased Bid Compliance Process.
3. Each Technical Bid will be reviewed for compliance with the mandatory requirements, which are identified specifically with the words "must," "M" or "mandatory." Bids that do not comply with each and every mandatory requirement will be declared non-compliant and will be disqualified.

4. The mandatory requirements are as follows:

No.	Mandatory Requirements	Met/Not Met	Submission Page Reference
<b>M1</b> <sup>PB</sup>	<b>Annex I – Team Identification Form</b> Bidder must provide a completed Team Identification Form. Refer to Annex I for further information.		
<b>M2</b> <sup>PB</sup>	<b>Annex J – Proposed Resource Form – Key Team Members</b> Bidder must provide completed forms for each proposed resource for evaluation. Refer to Annex J for more information.		
<b>M3</b> <sup>PB</sup>	<b>Annex K – Proposed Resource Form – Additional Resource Capacity</b> Bidder must provide completed forms for each proposed resource for evaluation. Refer to Annex K for more information.		
<b>M4</b>	<b>Minimum Score</b> Bidders must achieve a minimum overall score of 154 points out of 220 points on criteria R1-R3.		

**1.3 Point Rated Technical Criteria**

Bids meeting the mandatory requirements will be evaluated in accordance with the criteria identified in each section. Bidders must achieve a minimum overall score of 154 points out of 220 points on criteria R1-R3, as set out below. Bids not meeting the minimum overall score will be deemed non-compliant and will not receive further consideration. Table 1 below provides a guide to evaluations that will be applied to R1, R2 and R3 responses.

**Table 1: Rating Table**

Rating Level	Description
<b>Poor</b>	<ul style="list-style-type: none"> <li>Few elements present/demonstrated, poorly described</li> <li>Details are lacking, leading to an unclear understanding of the elements</li> <li>The Bidder's experience, understanding and/or ability is poorly supported, unclear relevance.</li> </ul>
<b>Weak</b>	<ul style="list-style-type: none"> <li>Some elements present/demonstrated, minimally described</li> <li>Details are provided leading to a minimum understanding of the elements</li> <li>The Bidder's experience, understanding and/or ability is minimally supported, unclear relevance.</li> </ul>
<b>Adequate</b>	<ul style="list-style-type: none"> <li>Some elements present/demonstrated and described</li> <li>Details are provided leading to a satisfactory understanding of the elements</li> <li>The Bidder's experience, understanding and/or ability is somewhat supported and relevant.</li> </ul>
<b>Good</b>	<ul style="list-style-type: none"> <li>All elements present/demonstrated and well described</li> <li>Substantial details are provided leading to a good understanding of the elements</li> <li>The Bidder's experience, understanding and/or ability is supported, relevant and thorough.</li> </ul>
<b>Very Good</b>	<ul style="list-style-type: none"> <li>All elements present/demonstrated and very well described</li> <li>Substantial details are provided leading to a complete and thorough understanding of the elements</li> <li>The Bidder's experience, understanding and/or ability is very well supported, directly relevant and thorough.</li> </ul>

### 1.3.1 R1 – Achievement on Projects – Firm Work Summary Requirements

1. The Bidder is to submit only three (3) firm work summaries. Each summary is to be no longer than 3 pages. If more than three (3) firm work summaries are submitted, only the first three (3) will be considered for evaluation. Any pages in excess of the three (3) page limit per firm work summary will be discarded and not considered for evaluation. The firm work summaries are to use as headings the requirements (a) through (i) set out in Table R1 below.
2. The Bidder is to demonstrate that they possesses a minimum of ten (10) years of corporate experience in providing Regulatory Services (as defined in Annex A – Statement of Work, Section 4.1). To do so, the Bidder is to include within its firm work summaries evidence that collectively demonstrates this experience.
3. Each firm work summary must demonstrate the Bidder having delivered at least one (1) of the Regulatory Services (as defined in Annex A – Statement of Work, Section 4.1).
4. A “firm work summary” for the purposes of the submission and evaluation is an undertaking that is to meet the following for the Bidder’s organization:
  - a. Occurs at a specific site;
  - b. May be completed or may be ongoing, provided that at least six (6) months of work has been completed
  - c. At least one (1) project described should involve delivering regulatory services as outlined in the Statement of Work, at a worksite similar to the Faro Mine Complex. Similar is defined as:
    - i. **Mining projects:** the development of new mine infrastructure (surface and underground) and closure/reclamation of mines, or
    - ii. **Heavy civil projects:** construction of dams, highways, bridges, aqueducts, mass transit systems, etc., or
    - iii. **Industrial projects:** construction of, prefabricated, modular and field erected Oil & Gas Processing Facilities, Power Plants, Water and Wastewater Treatment Plants, etc.
5. At least one (1) firm work summary is to demonstrate the Bidder’s experience developing and supporting an environmental assessment submission to an assessment agency for a Major Project. To be considered as a Major Project, the Bidder is to clearly demonstrate the value of the client’s Major Project, which is to be valued greater than \$25,000,000, including capital costs.
6. At least one (1) firm work summary is to demonstrate experience supporting a project through regulatory approval.
7. In relation to a firm work summary 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:
  - a. Sample Project experience by the offering entity (i.e., the signatory to the Bid); or
  - b. Sample Project experience completed by a firm that has merged with or was acquired by the Bidder; or
  - c. 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.

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Amd. No. - N° de la modif.  
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File No. - N° du dossier

Buyer ID - Id de l'acheteur  
FAR002  
CCC No./N° CCC - FMS No./N° VME

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**8. Notes:**

- a. An undertaking may include other work outside of the scope identified in the Required Services but only that portion that is relevant can be submitted as a firm work summary.
- b. The project referenced in a firm work summary does not have to be completed at the time of tender, but only those components worked on within the last five (5) years will be considered for evaluation purposes.
- c. A firm work summary that has interdependent phases over several contracts or spans multiple years at the same site can only be counted as one firm work summary.

R1	Achievement on Projects	Total R1 Points: 100 points				
	<p>1. The criteria will assess the scope and relevance of the Bidder's services, experience and performance as demonstrated through the provision of firm work summaries.</p> <p>2. The Bidder is to demonstrate that it possesses a minimum of ten (10) years of experience in providing <b>Regulatory Services</b> relevant to Annex A – Statement of Work, Section 4.1. To do so, the Bidder is to include within its bid firm work summaries that collectively demonstrate this experience.</p> <p>3. Each firm work summary should demonstrate the Bidder having delivered at least one (1) of the Regulatory Services as defined in Annex A - Statement of Work (SOW).</p> <ul style="list-style-type: none"> <li>• At least one (1) firm work summary should demonstrate the Bidder's experience developing and supporting the assessment of an Environmental Assessment for a Major Project.</li> <li>• At least one (1) firm work summary should demonstrate the Bidder's experience in providing similar services to those described in the SOW on mine sites (active or former mine sites).</li> <li>• At least one (1) firm work summary should demonstrate experience supporting a project through regulatory approvals of Fisheries Act authorisations and water licences North of 60.</li> </ul> <p>4. Within <b>each</b> firm work summary provided, in order to demonstrate the above, and allow for a thorough point-rating, the Bidder should indicate (a-i):</p> <ul style="list-style-type: none"> <li>a. the name and a description of the client organization;</li> <li>b. a description of the site for which the services were provided, including the location and characteristics;</li> <li>c. a summary of the client's project including the overall budget for the project to the Bidder. Please also identify the Client's/Owner's budget and Capital costs, objectives, needs, and issues which necessitated the contribution of the Bidder;</li> <li>d. a description of the services provided by the Bidder and its Resources;</li> <li>e. a description of the scope and complexity of the work;</li> <li>f. the dates and duration (in years/months) of the Bidder's work (for example, November 2012 to June 2013, 8 months);</li> <li>g. the names and categories of the Resources involved, as well as the total Resource level of effort (in days) for the duration of the work;</li> <li>h. the outcome and results of the Firm's contribution, together with the extent to which the work was completed on-time, on-budget and in accordance with the client's established goals; and</li> <li>i. the name, title, and contact information for reference purposes (at least one of: e-mail address or telephone number) of a client representative to whom the Firm reported. Reference is required to be independent of the Bidder, be currently or previously employed by the client organization and knowledgeable of the Sample Project and Bidder's services.</li> </ul>					
	<b>0</b>	<b>20%</b>	<b>40%</b>	<b>60%</b>	<b>80%</b>	<b>100%</b>
	Submitted insufficient information or did not submit information which could be evaluated or submitted information deemed inadequate.	Poor scope and relevance of Bidder services, experience and performance.	Weak scope and relevance of Bidder services, experience and performance.	Adequate scope and relevance of Bidder Services, experience and performance.	Good scope and relevance of Bidder Services, experience and performance.	Very Good scope and relevance of Bidder Services, experience and performance.

**1.3.2 R2 – Qualifications and Experience of Key Team Members**

R2	Qualifications and Experience of Key Team Members	Total R2 Points: 80 points
	<ol style="list-style-type: none"> <li>1. Qualifications and experience of key team members to deliver the required services. The proposed resource forms will be assessed collectively to assess qualifications and experience.</li> <li>2. The assessment of key team members will be equally weighted.</li> <li>3. The Bidder should describe the experience and performance of the resources proposed to be assigned to this work.</li> <li>4. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments, and achievements and to demonstrate that personnel within the Team have the capability and required professional certifications and designations appropriate to their role, capacity, and expertise in each of the required positions.</li> <li>5. To do so, the Bidder should demonstrate qualified Key Team Members, Team Lead, Principal Consultant or Senior Consultant, Consultant, each with at least one (1) with specialization per Discipline listed under items a, b, c, d and e below.             <ol style="list-style-type: none"> <li>a. Water quality;</li> <li>b. Water management and water treatment;</li> <li>c. Fish and fish habitat;</li> <li>d. Environmental management, monitoring and adaptive management; and</li> <li>e. Ecological risk assessment.</li> </ol> </li> <li>6. In order to receive points, the proposed resource should demonstrate at least one (1) project in the Discipline. The proposed team is to demonstrate expertise in all 5 disciplines (a-e). One (1) proposed resource may demonstrate specialization in more than one (1) Discipline as described above (a-e); however, collectively over the Disciplines the Bidder must propose four (4) separate qualified individuals</li> <li>7. Any proposed resources included in the bid to address the requirements for Disciplines as described at 5. a-e above must also demonstrate meeting the minimum qualifications for the Resource Category in which they are proposed.</li> <li>8. The completion and submission of "Proposed Resource Form" (Annex J) is mandatory for each proposed resource, and should clearly indicate the information requested in the form such as:             <ol style="list-style-type: none"> <li>a. <b>Education:</b> include highest degree/diploma obtained;</li> <li>b. <b>Qualified Professional Designation:</b> include organization and type of designation; and</li> <li>c. <b>Years Relevant Experience:</b> include total years of relevant working experience.</li> </ol> </li> <li>9. <b>Specialized Previous Work Experience</b> as indicated for the resource category and specialization within Annex A, Statement of Work – Appendix 1. Each proposed resource will be evaluated against each of the following Criteria:             <ol style="list-style-type: none"> <li>a. Whether they meet the essential qualifications stated in Annex A Statement of Work, Appendix 1;</li> <li>b. Whether the proposed resource demonstrates that they have one or more of the disciplines a-d above;</li> <li>c. The extent to which the projects provided for this Key Team Member demonstrate that their experience is relevant to the FMRP as per the definition of similar provided in Sample Project Requirements;</li> </ol> </li> </ol>	

	<p>d. The extent to which the proposed resource demonstrates depth and complexity of subject matter expertise; and</p> <p>e. Whether one of the projects provided for this Key Team Member demonstrate that experience in the North (i.e. North of 60th parallel).</p> <p>10. The following grid will be used to evaluate each of the Key Team Member positions:</p>				
<b>0</b>	<b>20%</b>	<b>40%</b>	<b>60%</b>	<b>80%</b>	<b>100%</b>
The Key Team Member does not demonstrate essential qualifications for their roles or submitted insufficient information or did not submit information which could be evaluated or submitted information deemed inadequate.	Poor qualifications and experience of key team members to deliver the required services.	Weak qualifications and experience of key team members to deliver the required services.	Adequate qualifications and experience of key team members to deliver the required services.	Good qualifications and experience of key team members to deliver the required services.	Very good qualifications and experience of key team members to deliver the required services.

**1.3.3 R3 – Disciplines – Additional Resource Capacity**

R3	Disciplines – Additional Resource Capacity				Total R3 points: 40 points	
	<p>1. In addition to the Key Team Members identified in R2, this criteria will assess the anticipated services that could require additional resources to provide support for shorter terms or on an “as needed” basis. It is not essential that the bidder have these resources in house, but they must demonstrate their ability to provide the services as outlined in items 2. (a) to (k) below.</p> <p>2. For disciplines listed under items (a) through (k) below, the Bidder is to include within its bid a description of how the Bidder would provide the expertise for each Discipline (a through k). Bidders are to identify experienced Resources as part of the bid team or provide a plan (two page maximum) by submitting Annex K, such as proposed subcontracting, as to how it would furnish the expertise. At a minimum, the in-house or planned resource must identify capacity at the level of a Senior Consultant:</p> <ul style="list-style-type: none"> <li>a. Climate change effects assessment and mitigation;</li> <li>b. Local and Traditional land use effects assessment and mitigation;</li> <li>c. Historical resource effects assessment and mitigation;</li> <li>d. Human health risk assessment;</li> <li>e. Community Wellness effects assessment and mitigation;</li> <li>f. Extreme events effects assessment and mitigation;</li> <li>g. Cumulative effects assessment and mitigation;</li> <li>h. Aquatic effects assessment;</li> <li>i. Wildlife;</li> <li>j. Vegetation; and</li> <li>k. Air quality effects assessment and mitigation.</li> </ul> <p>3. Bids that propose named resources are likely to be scored higher.</p>					
	0	20%	40%	60%	80%	100%
	Submitted insufficient information or did not submit information which could be evaluated or submitted information deemed inadequate.	Poor scope and ability to deliver the required services.	Weak scope and ability to deliver the required services.	Adequate scope and ability to deliver the required services.	Good scope and ability to deliver the required services.	Very good scope and ability to deliver the required services.

#### 1.4 Total Pointed Rated Technical Score

1. To establish the Total Point-Related Technical Score, each Bid will be reviewed, evaluated and rated by Canada's Evaluation Board in accordance with the evaluation criteria and the associated point distribution as outlined below.
2. To be declared responsive, a bid must achieve a minimum Point-Rated Technical Score of 154 points out of the 220 points available.

<b>Point-Rated Technical Requirements</b>	<b>Total Maximum Points</b>
<b>R1 – Achievements of on Projects</b>	<b>100</b>
<b>R2 – Qualifications and Experience of Key Team Members</b>	<b>80</b>
<b>R3 – Disciplines – Additional Resource Capacity</b>	<b>40</b>
<b>Total Technical Score</b>	<b>220</b>

## **ANNEX "H"**

### **FINANCIAL EVALUATION**

#### **1.1 Instructions**

1. Bidders must submit a Financial Bid in accordance with Annex B – Basis of Payment.
2. All Financial Bids corresponding to responsive Technical Bids which have achieved the minimum pass score for mandatory criterion M4, will be opened upon completion of the technical evaluation.
3. Firm hourly labour rates are to be all inclusive but exclude authorized travel and allowable expenses which will be reimbursed at cost without mark-up, as set out in the Annex B - Basis of Payment.
4. Bidders will be evaluated based on the firm hourly labour rates submitted in the below tables. The firm hourly labour rate will be multiplied by the estimated number of hours per year per each category of personnel expected to perform the work.
5. The estimated hours per year are for evaluation purposes only and do not represent a commitment by Canada, nor necessarily reflect the actual proportion of work that may be required.
6. In order to ensure that fair and competitive firm hourly labour rates are received for each of the categories listed, the following requirement must be strictly adhered to: Bidders must provide a firm hourly labour rate for each listed category.
7. All financial bids that are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.
8. The total price proposed will be determined by the following calculations:

**1.2 Table A – Labour Rates – Initial Contract Period**

Firm Hourly Labour Rates		YEAR 1		YEAR 2		YEAR 3		SUBTOTAL OF YEAR 3
		Firm Hourly Rate (CAD)	Anticipated # of hours per year	Firm Hourly Rate (CAD)	Anticipated # of hours per year	Firm Hourly Rate (CAD)	Anticipated # of hours per year	
A.1	Team Lead	\$	120	\$	120	\$	120	\$
A.2	Principal Consultant	\$	1000	\$	1000	\$	1000	\$
A.3	Senior Consultant	\$	1100	\$	1100	\$	1100	\$
A.4	Consultant	\$	1800	\$	1800	\$	1800	\$
<b>TOTAL SUM (excluding taxes)</b>		<b>TOTAL OF YEAR 1</b>		<b>TOTAL OF YEAR 2</b>		<b>TOTAL OF YEAR 3</b>		<b>C</b>
		<b>A</b>		<b>B</b>		<b>TOTAL OF YEAR 3</b>		<b>C</b>

**Note 1:** The anticipated number of hours per year are for evaluation purposes only. The quantities identified are for evaluation purposes only and must not be interpreted by the Bidder as an exhaustive list of the labour hours that may be required.

### 1.3 Table B – Labour Rates – Option Periods

Firm Hourly Labour Rates		OPTIONAL YEAR 1		SUBTOTAL OF OPTIONAL YEAR 1	OPTIONAL YEAR 2		SUBTOTAL OF OPTIONAL YEAR 2
Line	Role	Firm Hourly Rate (CAD)	Anticipated # of hours per year	OPTIONAL YEAR 1 Hourly Rate x Anticipated # of hours per year	Firm Hourly Rate (CAD)	Anticipated # of hours per year	OPTIONAL YEAR 2 Hourly Rate x Anticipated # of hours per year
B.1	Team Lead	\$	120	\$	\$	120	\$
B.2	Principal Consultant	\$	1000	\$	\$	1000	\$
B.3	Senior Consultant	\$	1100	\$	\$	1100	\$
B.4	Consultant	\$	1800	\$	\$	1800	\$
<b>TOTAL SUM (excluding taxes)</b>		<b>TOTAL OF OPTIONAL YEAR 1:</b>		<b>D</b>	<b>TOTAL OF OPTIONAL YEAR 2</b>		<b>E</b>

**Note 1:** The anticipated number of hours per year are for evaluation purposes only. The quantities identified are for evaluation purposes only and must not be interpreted by the Bidder as an exhaustive list of the labour hours that may be required.

#### 1.4 Total Evaluated Bid Price

No.	TABLE	TITLE	ITEM	TOTAL
1	A	Year 1 - Firm Hourly Labour Rates	A	\$
2	A	Year 2 - Firm Hourly Labour Rates	B	\$
3	A	Year 3 - Firm Hourly Labour Rates	C	\$
4	B	Optional Year 1 - Firm Hourly Labour Rates	D	\$
5	B	Optional Year 2 - Firm Hourly Labour Rates	E	\$
<b>TOTAL PRICE PROPOSED (excluding taxes) = (A + B + C + D + E)</b>				<b>\$</b>

#### 1.5 Basis of Selection

The Total Combined Rating of all responsive bids will be established in accordance with the following:

	Rating	% of Total Score
Total Evaluated Technical Merit		70
Total Evaluated Price		30
<b>Total Combined Rating of Technical Merit and Price</b>		<b>100</b>

**ANNEX "I"**

**TEAM IDENTIFICATION FORM**

The Bidder must use this form to identify the organization who will be responsible for overall leadership and delivery of the services, together with the team of proposed Key Team Members to deliver the Required Services.

Individuals proposed as Key Team Members may not be proposed in more than one (1) Key Team Member position except for part-time positions, as outlined in Annex A, Section 8.2.

In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to Standard Instructions (SI 17) Joint Ventures).

The members of the Bidder's regulatory team will be, or eligible to be, licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law.

Canada requests copies of required educational diplomas or certificates and accreditations be provided to PWGSC with the Bid at solicitation closing. If copies are not provided with the Bid, Canada will request them in accordance with the Phased Bid Compliance Process. The required education and accreditations must have been completed and certificates dated before solicitation closing.

- All education diplomas or certificates must include: post-secondary education institutes, dates attended, credentials obtained
- Accreditations must include: Accreditation organization, jurisdiction, date accreditation attained, and current status.

**I. Contractor -- Firm or Joint Venture Name:**

**II. Regulatory Contractor Key Team Members:** accurately Identify individuals for each position

Role	Name of Key Team Member	Name of Firm	Professional Licence(s) or Accreditations	Number of years of experience relevant to the specialization
Team Lead				
Principal Consultant				
Senior Consultant				
Consultant				

**ANNEX "J"**

**PROPOSED RESOURCE FORM – KEY TEAM MEMBERS**

*Include one (1) completed Form per Resource role. If proposing the same individual for two (2) part-time roles, complete one (1) form for the individual per role (2 forms total for the individual)*

PROPOSED RESOURCE				
<b>Name</b>		<b>Category and Specialization</b>		
<b>Education</b> (indicate year completed, name of program/degree/diploma, name of issuing body)				
<b>Qualified Professional Designation</b> (where required for the category and specialization) include organization, type of designation and year obtained. Indicate expiry date (where applicable). Provide certificate number (if applicable).				
<b>Years Relevant Experience</b> (identify work experience by year, company, and brief description of role demonstrating relevance to the category and specialization).				
<b>Specialized Previous Work Experience</b> (where required for the category and specialization in Annex A Statement of Work, Appendix 1 and Annex H Technical Evaluation) include start/end date, description, name of client/organization, demonstrating the required specialized work experience.				
Proposed Resource - Sample Projects				
<b>Sample Project #1</b>	<b>Name</b>			
<b>Date (start and end)</b>			<b>Effort (to date)</b>	
<b>Services provided by Proposed Resource</b> (describe)				
<b>Role of Proposed Resource</b>				
<b>Client Reference</b>	<b>Name</b>		<b>Title</b>	
	<b>Company</b>		<b>Phone or Email</b>	

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<b>Description of Project</b> include a narrative description of the project for which services were delivered to substantiate how the Resource worked in a similar capacity to their proposed category and specialization.				
<b>Proposed Resource - Sample Projects</b>				
<b>Sample Project #2</b>	<b>Name</b>			
<b>Date (start and end)</b>			<b>Effort (to date)</b>	
<b>Services provided by Proposed Resource</b> (describe)				
<b>Role of Proposed Resource</b>				
<b>Client Reference</b>	<b>Name</b>		<b>Title</b>	
	<b>Company</b>		<b>Phone or Email</b>	
<b>Description of Site</b> include a narrative description of the project for which services were delivered to substantiate how the Resource worked in a similar capacity to their proposed category and specialization.				

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**ANNEX "K"**

**PROPOSED RESOURCE FORM – ADDITIONAL CAPACITY**

*Include one (1) completed Form per Resource role. If proposing the same individual for two (2) part-time roles, complete one (1) form for the individual per role (2 forms total for the individual)*

PROPOSED RESOURCE	
<b>Name</b>	<b>Category and Specialization</b>
<b>Education</b> (indicate year completed, name of program/degree/diploma, name of issuing body)	
<b>Qualified Professional Designation</b> (where required for the category and specialization) include organization, type of designation and year obtained. Indicate expiry date (where applicable). Provide certificate number (if applicable).	
<b>Years Relevant Experience</b> (identify work experience by year, company, and brief description of role demonstrating relevance to the category and specialization).	