



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Public Works and Government Services Canada

See herein for bid submission

instructions/

Voir la présente pour les

instructions sur la présentation

dune soumission

NA

Alberta

NA

Bid Fax: (418) 566-6167

## 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**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada

Northern Contaminated Site Program

Canada Place/Place du Canada

10th Floor/10e étage

9700 Jasper Ave/9700 ave Jasper

Edmonton

Alberta

T5J 4C3

<b>Title - Sujet</b> GBL Remediation Consultant Services Services d'experts-conseils pour l'assainissement du grand lac de l'ours	
<b>Solicitation No. - N° de l'invitation</b> EW699-221960/A	<b>Date</b> 2022-05-13
<b>Client Reference No. - N° de référence du client</b> PSPC-EW699-221960	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$NCS-016-12251	
<b>File No. - N° de dossier</b> NCS-1-44139 (016)	<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> Mountain Daylight Saving Time MDT <b>on - le 2022-06-16</b> Heure Avancée des Rocheuses HAR	
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tiet, Anthony	<b>Buyer Id - Id de l'acheteur</b> ncs016
<b>Telephone No. - N° de téléphone</b> (587) 926-1376 ( )	<b>FAX No. - N° de FAX</b> (418) 566-6167
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ENVIRONMENTAL SERVICES 5101 50TH AVE, PO BOX YELLOWKNIFE Northwest Territories X1A2N4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## REQUEST FOR PROPOSAL (RFP) – GREAT BEAR LAKE REMEDIATION CONSULTANT SERVICES

### Table of Contents

<b>PART 1 - SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)</b>	<b>4</b>
SI1 INTRODUCTION	4
SI2 PROPOSAL DOCUMENTS	5
SI3 QUESTIONS OR REQUEST FOR CLARIFICATION	5
SI4 CANADA'S TRADE AGREEMENTS	6
SI5 COVID-19 VACCINATION REQUIREMENT	6
SI6 CERTIFICATIONS	6
SI7 WCB AND SAFETY PROGRAM	7
SI8 WEBSITES	7
SI9 FAIRNESS MONITOR	8
<b>PART 2 - GENERAL INSTRUCTIONS (GI) – ARCHITECTURAL AND/OR ENGINEERING SERVICES – REQUEST FOR PROPOSAL</b>	<b>9</b>
GI1 Integrity provisions - proposal	9
GI2 Definitions	10
GI3 Overview of selection procedure	11
GI3.1 Proposal	11
GI3.2 Proposal evaluation and rating	16
GI3.3 Total score	16
GI3.4 Notification	16
GI3.5 Fairness Monitor	16
GI4 Procurement Business Number	16
GI5 Responsive proposals	17
GI6 Completion of submission	17
GI7 Proposal price	17
GI8 Communications—solicitation period	17
GI9 Limitation of submissions	17
GI10 Licensing requirements	18
GI11 Rejection of proposal	18
GI12 Not applicable	19
GI13 Insurance requirements	19
GI14 Joint venture	19
GI15 Composition of Consultant Team	19

GI16	Submission of proposal .....	19
GI16.1	Submission of proposal .....	19
GI16.2	Transmission by epost Connect.....	20
GI17	Late submissions .....	22
GI18	Not applicable.....	22
GI19	Acceptance of proposal.....	22
GI20	Legal capacity .....	22
GI21	Debriefing .....	22
GI22	Financial capability .....	23
GI23	Performance evaluation .....	24
GI24	Proposal costs.....	25
GI25	Conflict of interest—unfair advantage .....	25
GI26	Limitation of liability .....	25
GI27	Code of Conduct for Procurement—proposal.....	25
GI28	Bid Challenge And Recourse Mechanisms.....	25
<b>PART 3</b>	<b>- TERMS, CONDITIONS AND CLAUSES.....</b>	<b>27</b>
	AGREEMENT .....	27
<b>PART 4</b>	<b>- SUPPLEMENTARY CONDITIONS (SC).....</b>	<b>29</b>
SC1	SUPPLEMENTARY CONDITIONS.....	29
SC2	SECURITY REQUIREMENT .....	29
SC3	LANGUAGE REQUIREMENTS .....	29
SC4	GOVERNANCE AGREEMENT AND DELINE FINAL SELF-GOVERNMENT AGREEMENT....	29
SC5	COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCA) .....	30
SC6	FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONSULTANT .....	32
SC7	DURATION OF THE CONTRACT .....	32
SC8	COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICES, AND RULES	32
SC9	WORKPLACE SAFETY AND HEALTH .....	32
SC10	TASK AUTHORIZATION .....	33
SC11	INVOICING INSTRUCTIONS .....	36
<b>PART 5</b>	<b>- SUBMISSION REQUIREMENTS AND EVALULATION (SRE).....</b>	<b>40</b>
SRE 1	GENERAL INFORMATION.....	40
SRE 2	PROPOSAL REQUIREMENTS .....	40
SRE 3	SUBMISSION REQUIREMENTS AND EVALUATION .....	41
SRE 4	PRICE OF SERVICES .....	53

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

SRE 5	TOTAL SCORE .....	53
SRE 6	SUBMISSION REQUIREMENTS - CHECKLIST .....	54
<b>PART 6 - AGREEMENT PARTICULARS .....</b>		<b>55</b>
<b>APPENDIX A - TEAM IDENTIFICATION FORMAT .....</b>		<b>56</b>
<b>APPENDIX B - DECLARATION/CERTIFICATIONS FORM.....</b>		<b>57</b>
<b>APPENDIX C - PRICE PROPOSAL FORM .....</b>		<b>64</b>
<b>APPENDIX D - INDIGENOUS COMMITMENTS AND CERTIFICATION FOR TASK AUTHORIZATIONS and ACHEIVEMENT REPORTING .....</b>		<b>70</b>
<b>APPENDIX E – GREAT BEAR LAKE MINE REMEDIATION GOVERNANCE AGREEMENT .....</b>		<b>78</b>
Déligne Business List.....		87
<b>APPENDIX F – MODERN TREATIES AND SELF-GOVERNMENT AGREEMENTS MAP .....</b>		<b>88</b>
<b>APPENDIX G - DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL.....</b>		<b>89</b>
<b>APPENDIX H - TERMS OF REFERENCE .....</b>		<b>89</b>
<b>APPENDIX I – QUARTERLY SOCIO-ECONOMIC REPORTING .....</b>		<b>90</b>
<b>APPENDIX J - TASK AUTHORIZATION FORM PWGSC-TPSGC 572.....</b>		<b>91</b>
<b>APPENDIX K - TASK AUTHORIZATION USAGE REPORT .....</b>		<b>93</b>

## PART 1 - SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS (SI)

### SI1 INTRODUCTION

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

Due to the nature of the solicitation, transmission of offers by facsimile will not be accepted.

Proponents must refer to GI16 Submission of proposal, and [SRE 2 Proposal Requirements](#), of the bid solicitation, for further information.

5. Public Works and Government Services Canada (PWGSC), on behalf of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) is inviting a proposal from your firm to provide technical consulting services in support of the final stages of remedial planning, as well as manage, administer, and provide expert review of the work carried out by a remediation Contractor.

CIRNAC, as the custodian of most federal lands in the North, has responsibility, through the Contaminated Sites Program (CSP), to manage a number of contaminated properties that are no longer maintained by the original occupant. CIRNAC's portfolio of contaminated sites in the North originated from private sector mining, oil and gas activities and government military activity dating back over half a century, many years before the environmental impacts of such activities were adequately understood. The Great Bear Lake (GBL) Sites project in the Northwest Territories (NWT) is one such example.

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

#### 7. **Optional Bidders' Conference**

An optional bidders' conference will be held in Northwest Territories (address and room number will be provided in a future amendment document) and virtually (video conference) on Microsoft Teams on June 1, 2022. The conference will begin at 9:30 (MDT). Call in (audio only) number will be available. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s)

of the person(s) who will be attending, if the attendance will be in-person or virtually, and a list of issues they wish to table by May 27, 2022, 13:00 (MDT).

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

#### 8. **Procurement Assistance Canada**

For procurement support for businesses, Procurement Assistance Canada (PAC), as part of PSPC, can make it easier for smaller businesses to bid on federal contracting opportunities.

For more information on PAC's services, webinars, or to request assistance:  
<https://buyandsell.gc.ca/procurement-support-for-businesses>

### **SI2 PROPOSAL DOCUMENTS**

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

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

2. The following are the proposal documents:

- (a) Supplementary Instructions to Proponents (SI);  
General instructions (GI) – Architectural and/or Engineering services – Request for Proposal: Submission Requirements and Evaluation (SRE);
- (b) the general terms, conditions and clauses, as amended, identified in the Agreement clause;
- (c) Project Brief / Terms of Reference;
- (d) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";
- (e) any amendment to the solicitation document issued prior to the date set for receipt of proposals;  
and
- (f) the proposal, Declaration/Certifications Form and Price Proposal Form.

3. Submission of a proposal constitutes acknowledgment that the Proponent has read and agrees to be bound by these documents.

### **SI3 QUESTIONS OR REQUEST FOR CLARIFICATION**

Questions or requests for clarification during the solicitation period must be submitted in writing to the Contracting Authority named on the RFP - Page 1 at e-mail address ([anthony.tiet@pwgsc-tpsgc.gc.ca](mailto:anthony.tiet@pwgsc-tpsgc.gc.ca)) as early as possible. Enquiries should be received no later than 10 working days prior to the closing date identified on the front page of the Request for Proposal. Enquiries received after that date may not be answered prior to the closing date of the solicitation.

## **SI4 CANADA'S TRADE AGREEMENTS**

This procurement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

## **SI5 COVID-19 VACCINATION REQUIREMENT**

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

## **SI6 CERTIFICATIONS**

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

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must **provide with its proposal, as applicable**, to be given further consideration in the procurement process, the required documentation as per [General instructions 1 \(G1\), Integrity Provisions – Proposal, section 3b](#).

### **2. Federal Contractors Program for Employment Equity - Proposal Certification**

By submitting a proposal, the Proponent certifies that the Proponent, and any of the Proponent's members if the Proponent 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](#)

Canada will have the right to declare a proposal non-responsive if the Proponent, or any member of the Proponent if the Proponent is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Agreement for default if a Consultant, or any member of the Consultant if the Consultant is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Agreement.

The Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification (see [Appendix B - Declaration/Certifications Form](#)), before contract award. If the Proponent is a Joint Venture, the Proponent must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **3. 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 is incorporated into the bid solicitation on its closing date, and forms a binding part of any resulting Contract.

## **SI7 WCB AND SAFETY PROGRAM**

1. The recommended Bidder shall provide to the Contracting Authority, prior to Contract award:
  - 1.1 a Workers' Safety and Compensation Claims Cost Summary - Northwest Territories & Nunavut, or equivalent documentation from another jurisdiction;
  - 1.2 a Workers' Safety and Compensation Commission letter of good standing, also listing covered Directors, Principals, Proprietor(s) or Partners who will be or who are anticipated to be present on the work site(s), or equivalent documentation from another jurisdiction; and
  - 1.3 a Certificate of Recognition (COR) or Registered Safety Plan (RSP). A health and safety policy and program, as required by other provincial/territorial Occupational Health and Safety Acts, will be acceptable in lieu of a COR or RSP.
2. The recommended Bidder shall deliver all of the above documents to the Contracting Authority on or before the date stated (usually 3-5 days after notification) by the Contracting Authority. Failure to comply with the request may result in the bid being declared non-compliant.

Exemption to Generic Safety Programs (Northwest Territories & Nunavut Territory only) - Contractors having ten (10) or less employees do not require a written program. However, evidence of a system to manage health and safety remains a requirement.

## **SI8 WEBSITES**

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

Employment Equity Act

<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/index.html>

Federal Contractors Program (FCP)

<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html>

Certificate of Commitment to Implement Employment Equity form LAB 1168

<https://catalogue.servicecanada.gc.ca/content/EForms/en/Detail.html?Form=LAB1168>

Ineligibility and Suspension Policy

<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

Code of Conduct for Procurement

<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>

Lobbying Act

<http://laws-lois.justice.gc.ca/eng/acts/L-12.4/?noCookie>

BuyandSell

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

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

Supplier Registration Information

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

Consultant Performance Evaluation Report Form

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

Canadian Sanctions

[https://www.international.gc.ca/world-monde/international\\_relations-relations\\_internationales/sanctions/index.aspx?lang=eng&\\_ga=2.4399216.2143508984.1600280756-1424234476.1600280756](https://www.international.gc.ca/world-monde/international_relations-relations_internationales/sanctions/index.aspx?lang=eng&_ga=2.4399216.2143508984.1600280756-1424234476.1600280756)

National Joint Council (NJC) Travel Directive

<http://www.njc-cnmc.gc.ca/directive/travel-voyage/index-eng.php>

**SI9 FAIRNESS MONITOR**

PWGSC has engaged a Fairness Monitor to monitor this procurement process.

## PART 2 - GENERAL INSTRUCTIONS (GI) – ARCHITECTURAL AND/OR ENGINEERING SERVICES – REQUEST FOR PROPOSAL

### GI1 Integrity provisions - proposal

1. The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Proponent must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html).
2. Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier sub-consultants, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Supplier is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Suppliers is contained in PWGSC's Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Suppliers.
3. In addition to all other information required in the bid solicitation, the Proponent must provide the following:
  - a. by the time stated in the Policy, all information required by the Policy described under the heading “Information to be Provided when Bidding, Contracting or Entering into a Real Property Agreement”; and
  - b. with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
4. Subject to subsection 5, by submitting a bid in response to this bid solicitation, the Proponent certifies that:
  - a. it has read and understands the [Ineligibility and Suspension Policy \(https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html);
  - b. it understands that certain domestic and foreign criminal charges and convictions, and other circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;
  - c. it is aware that Canada may request additional information, certifications, and validations from the Proponent or a third party for purposes of making a determination of ineligibility or suspension;
  - d. it has provided with its bid a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier sub-consultants that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy;
  - e. none of the domestic criminal offences, and other circumstances, described in the Policy that will or may result in a determination of ineligibility or suspension, apply to it, its affiliates and its proposed first tier sub-consultants; and

- f. it is not aware of a determination of ineligibility or suspension issued by PWGSC that applies to it.
5. Where a Proponent is unable to provide any of the certifications required by subsection 4, it must submit with its bid a completed Integrity Declaration Form, which can be found at [Declaration form for procurement \(https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html).
6. Canada will declare non-responsive any bid in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Proponent provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Proponent to be ineligible for award of a contract for providing a false or misleading certification or declaration.

## **G12 Definitions**

In this Request for Proposal (RFP), the following words or phrases have the corresponding meaning.

**"Applicable Taxes":**

The Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013.

**"Consultant Team":**

The team of consultants, specialists and sub-consultants, including the Proponent, proposed by the Proponent to perform the services required.

**"Indigenous Opportunity Considerations (IOC) Rating":**

A rating assigned to the IOC component of a proposal in the selection procedure and subsequently used to establish an IOC Score for inclusion as a percentage of the total score.

**"Key Personnel":**

Staff of the Proponent, sub-consultants and specialists proposed to be assigned to this project.

**"Price Rating":**

A rating assigned to the price component of a proposal and subsequently used to establish a Price Score for inclusion as a percentage of the total score to be established following the evaluation and rating of technical proposals and rating of Indigenous Opportunity Considerations (IOC).

**"Proponent":**

The person or entity (or, in the case of a joint venture, the persons or entities) which submits a proposal. It does not include the parent, subsidiaries or other affiliates of the Proponent, or its sub-consultants.

**"PWGSC-led Evaluation Board":**

The board established to evaluate and rate proposals. Board members represent a broad cross-section of professional qualifications and experience.

The team will be comprised of representatives of Canada and a delegate from the Déljñę Got'ine Government.

"Technical Rating":

A rating assigned to the technical component of a proposal in the selection procedure and subsequently used to establish a Technical Score for inclusion as a percentage of the total score.

**GI3 Overview of selection procedure**

The following is an overview of the selection procedure.

**GI3.1 Proposal**

1. Proponents submit the "technical" component of their proposal in one section, the Indigenous Opportunities Considerations component of their proposal in a second section, and the proposed price of the services (price proposal) in a third section in accordance with the instructions contained in the proposal documents.
2. The information that Proponents are required to provide is set out in detail elsewhere in the RFP.
3. In response to the RFP, interested Proponents submit a proposal in which they:
  - a. indicate whether the proposal is submitted by an individual firm or by a joint venture;
  - b. if the proposal is submitted by a joint venture, describe the proposed legal and working relationships of the joint venture and the benefits to be gained by the formation of the joint venture;
  - c. identify the prime consultants and key sub consultants and specialists proposed for inclusion in the Consultant Team, and the proposed organizational structure of the Team;
  - d. describe the extent to which proposed members of the Consultant Team have successfully performed services for projects comparable to the project which is the subject of the proposal;
  - e. identify the professional accreditation, experience, expertise and competence of the Consultant Team and Key Personnel proposed to be assigned to perform the required services.
  - f. comply with all other requirements set out in the RFP.
  - g. Canada will use the Phased Bid Compliance Process described below.

**3.1.1 Phased Bid Compliance Process (PBCP)**

**3.1.1.1 (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 bid solicitation closing in circumstances where the bid 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 Supplementary and General Instructions nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid 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.

#### **3.1.1.2 (2018-03-13) Phase I: Financial Bid**

- (a) After the closing date and time of this bid 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 bid 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 bid 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 bid 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.

### **3.1.1.2.1 Indigenous Considerations Criteria Plan**

- (a) After the closing date and time of this solicitation, Canada will examine the bid to determine whether it includes an Indigenous Considerations Criteria Plan. This review will not assess whether the Indigenous Considerations Criteria Plan 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.
- (b) No notice will be sent for no Indigenous Considerations Criteria Plan or missing information.

### **3.1.1.3 (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) The revisions should be clearly identified in "track changes" mode or struck through with red font to clearly identify the revisions to the original submission. The "track changes" or struck through portions will be removed from your page limitation and Bidders are able submit any changes up to the page limitation. Any pages which extend beyond the page limitation and any other attachments will be extracted from the bid and will not be forwarded to the PWGSC-led Evaluation Board members for evaluation.
- (h) 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
- (i) 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.
- (j) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **3.1.1.4 (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 bid 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.

### **GI3.2 Proposal evaluation and rating**

1. Technical components of all responsive proposals are reviewed, evaluated and rated by a Public Works and Government Services Canada (PWGSC) led Evaluation Board in accordance with the criteria, components and weight factors set out in the RFP. Upon completion of the evaluation, Technical Ratings are established.
2. Proposals achieving the minimum Technical Score specified in the Submission Requirements and Evaluation section of the RFP are further considered.
3. The price proposals of all responsive proposals are considered upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals opened. This calculation will not be conducted when one or two responsive proposals are received.
4. All price proposals which are greater than 25 percent above the average price will cause their respective complete proposals to be set aside and receive no further consideration.

### **GI3.3 Total score**

1. The total overall score (Total Score) assigned to each Proponent's complete proposal is calculated as the aggregate of:
  - a. the Technical Score,
  - b. Indigenous Considerations Criteria (IOC), and
  - c. the Price Score.
2. Subject to GI 3.2.4 the responsive Proponent receiving the highest Total Score (highest combined rating) is the first entity that the PWGSC-led Evaluation Board will recommend for the provision of the required services.

### **GI3.4 Notification**

PWGSC normally expects to advise in writing unsuccessful Proponents within one week after PWGSC has entered into a contractual arrangement with the successful Proponent.

### **GI3.5 Fairness Monitor**

PWGSC has engaged BDO as the Fairness Monitor to monitor the procurement process. The Fairness Monitor will provide formal oversight and independent validation of the fairness of the procurement process. The Fairness Monitor will observe the procurement process to provide assurance that the activity is conducted in a fair, open and transparent manner and that all actions involved in this procurement are undertaken in accordance with the prescribed process and applicable policy.

### **GI4 Procurement Business Number**

Proponents are required to have a Procurement Business Number (PBN) before contract award. Proponents may register for a PBN online at [Supplier Registration Information](#)

<https://srisupplier.contractsCanada.gc.ca/index-eng.cfm?af=ZnVzZWJdGlVbj1yZWdpc3Rlci5pbmRybyZpZD0y&lang=eng>

**G15 Responsive proposals**

To be considered responsive, a proposal must meet all of the mandatory requirements set out in the RFP. No further consideration in the selection procedure will be given to a Proponent submitting a non-responsive proposal.

**G16 Completion of submission**

The Proponent shall base the proposal on the applicable proposal documents listed in the Supplementary Instructions to Proponents.

**G17 Proposal price**

Unless specified otherwise elsewhere in the proposal documents:

- a. the price proposal shall be in Canadian currency, and
- b. the price proposal shall not include any amount for Applicable Taxes, and
- c. the requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All proposals including such provision will render the proposal non-responsive.

**G18 Communications—solicitation period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the RFP must be directed only to the Contracting Authority identified in the RFP. Failure to comply with this requirement may result in the proposal being declared non-responsive.

To ensure consistency and quality of information provided to proponents, significant enquiries received, and their replies will be posted on the Government Electronic Tendering Service (GETS).

**G19 Limitation of submissions**

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

5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

#### **G110 Licensing requirements**

1. Consultant Team members and Key Personnel shall be, or be eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the project is located.
2. By virtue of submission of a proposal, the Proponent certifies that the Proponent's Consultant Team and Key Personnel are in compliance with the requirements of subsection 1 above. The Proponent acknowledges that PWGSC reserves the right but is not obliged to verify any information in this regard and that false or erroneous certification may result in the proposal being declared non-responsive.

#### **G111 Rejection of proposal**

1. Canada may reject a proposal where any of the following circumstances is present:
  - a. the Proponent has been declared ineligible for selection, following unsatisfactory performance in a previous project as determined in accordance with the department's performance review procedures;
  - b. an employee, sub-consultant or specialist consultant included as part of the proposal has been declared ineligible, for selection for work with the department in accordance with the performance review procedure referred to in paragraph 1.(a), which would render the employee, sub-consultant or specialist consultant ineligible to bid on the requirement, or the portion of the requirement the employee, sub-consultant or specialist consultant is to perform;
  - c. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
  - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
  - e. evidence satisfactory to Canada that based on past conduct or behavior, the Proponent, a sub-consultant, a specialist consultant or a person who is to perform the Services is unsuitable or has conducted himself/herself improperly;
  - f. with respect to current or prior transactions with the Government of Canada,
    - i. Canada has exercised its contractual remedies of taking the services out of the consultant's hands, suspension or termination for default with respect to a contract with the Proponent, any of its employees, any sub-consultant or any specialist consultant included as part of the proposal;
    - ii. Canada determines that the Proponent's performance on other contracts, including the quality of the services provided and the quality and timeliness of the delivery of the project, is sufficiently poor to jeopardize the successful completion

of the requirement being bid on.

2. Where Canada intends to reject a proposal pursuant to subsection 1.(f), the Contracting Authority will so inform the Proponent and provide the Proponent ten (10) days within which to make representations, before making a final decision on the proposal rejection.

**GI12 Not applicable**

**GI13 Insurance requirements**

The successful Proponent shall be required to obtain and maintain Professional Liability and Commercial General Liability insurance coverage in accordance with the requirements set out elsewhere in the proposal documents.

**GI14 Joint venture**

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Proponents who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a. the name of each member of the joint venture;
  - b. the Procurement Business Number of each member of the joint venture;
  - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the proposal, the Proponent must provide the information on request from the Contracting Authority.
3. The proposal and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

**GI15 Composition of Consultant Team**

By submitting a proposal, the Proponent represents and warrants that the entities and persons proposed in the proposal to perform the required services will be the entities and persons that will perform the services in the fulfillment of the project under any contractual arrangement arising from submission of the proposal. If the Proponent has proposed any person in fulfillment of the project who is not an employee of the Proponent, the Proponent warrants that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.

**GI16 Submission of proposal**

**GI16.1 Submission of proposal**

1. Canada requires that each proposal, at solicitation closing date and time or upon request from the Contracting Authority, be signed by the Proponent or by an authorized representative of the Proponent. If a proposal is submitted by a joint venture, it must be in accordance with [section](#)

GI14.

2. It is the Proponent's responsibility to:

- a. submit a proposal, duly completed, in the format requested, on or before the solicitation closing date and time set;
- b. send its proposal only to the Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) specified below, by the date and time indicated on page 1 of the bid solicitation.

In the case of submission by epost Connect, see instructions in GI16.2.1 below.

- c. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;
  - d. ensure that the Proponent's name, return address, the solicitation number and description, and solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the proposal; and
  - e. provide a comprehensive and sufficiently detailed proposal that will permit a complete evaluation in accordance with the criteria set out in this RFP.
3. The technical and price components of the proposal must be submitted in separate sections in accordance with the instructions contained in the proposal documents.
4. Timely and correct delivery of proposals to the office designated for receipt of proposals is the sole responsibility of the Proponent. PWGSC will not assume or have transferred to it those responsibilities. All risks and consequences of incorrect delivery of proposals are the responsibility of the Proponent.
5. Proposals and supporting information may be submitted in either English or French.
6. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Proponent to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Proponent's part nor for notification services offered by a third party.

**GI16.2 Transmission by epost Connect**

1. epost Connect
  - a. Proposals may 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)):

**The only acceptable email address to use with epost Connect for responses to this bid solicitation issued by PWGSC regional offices is:**

**[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca)**

**Note: Proposals 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 b., or to send proposals through an epost Connect message if the proponent is using its own licensing agreement for epost Connect.**

- b. To submit a proposal using epost Connect service, the Proponent must either:
- i. send directly its proposal only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Proponent sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Proponent to access and action the message within the epost Connect conversation. The Proponent will then be able to transmit its proposal afterward at any time prior to the solicitation closing date and time.
- d. If the Proponent is using its own licensing agreement to send its proposal, the Proponent must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a Proponent not have a Canadian address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For proposals transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the proposal including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete proposal;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the proposal;
  - v. failure of the Proponent to properly identify the proposal;
  - vi. illegibility of the proposal;
  - vii. security of proposal data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of proposal document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of proposal document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Proponents must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the

epost Connect system.

- j. A proposal transmitted by epost Connect service constitutes the formal proposal of the Proponent and must be submitted in accordance with [section GI16.1](#).

#### **GI17 Late submissions**

1. PWGSC will return or delete proposals delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed proposal as described in GI17.2. As an example, proposals submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service pertaining to a late proposal, will be deleted. Records will be kept documenting the transaction history of all late proposals submitted using epost Connect.
2. A proposal delivered to the specified bid receiving unit after the solicitation closing date and time but before the contract award date may be considered, provided the proponent can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC).
  - a. The only pieces of evidence relating to a delay in the epost Connect service provided by CPC system that are acceptable to PWGSC is a CPC epost Connect service date and time record indicated in the epost Connect conversation history that clearly indicates that the proposal was sent before the solicitation closing date and time.
3. Postage meter imprints, whether imprinted by the Proponent, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

#### **GI18 Not applicable**

#### **GI19 Acceptance of proposal**

1. Canada may accept any proposal, or may reject any or all proposals.
2. In the case of error in the extension or addition of unit prices, the unit price will govern.
3. While Canada may enter into an agreement or contractual arrangement without prior negotiation, Canada reserves the right to negotiate with Proponents on any procurement.
4. Canada reserves the right to cancel or amend the RFP at any time.

#### **GI20 Legal capacity**

The Proponent must have the Legal capacity to contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Proponents submitting a proposal as a joint venture.

#### **GI21 Debriefing**

Should a Proponent desire a debriefing, the Proponent should contact the person identified on the front page of the RFP within 15 working days of the notification of the results of the solicitation. The debriefing will include an outline of the strengths and weaknesses of the submission, referring to the evaluation criteria. The confidentiality of information relating to other submissions will be protected. The debriefing may be provided in writing, by telephone or in person.

## **GI22 Financial capability**

1. Financial capability Requirement: The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some or all of the financial information detailed below during the evaluation of proposals. The Proponent must provide the following information to the Contracting Authority within fifteen (15) working days of the request or as specified by the Contracting Authority in the notice:
  - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Proponent's last three fiscal years, or for the years that the Proponent has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
  - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Proponent must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.
  - c. If the Proponent has not been in business for at least one full fiscal year, the following must be provided:
    - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
    - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
  - d. A certification from the Chief Financial Officer or an authorized signing officer of the Proponent that the financial information provided is complete and accurate.
  - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Proponent outlining the total of lines of credit granted to the Proponent and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
  - f. A detailed monthly Cash Flow Statement covering all the Proponent's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Proponent's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
  - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Proponent's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will

be financed.

2. If the Proponent is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
3. If the Proponent is a subsidiary of another company, then any financial information in 1. (a) to (e) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Proponent, and the financial capability of a parent cannot be substituted for the financial capability of the Proponent itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Works and Government Services Canada (PWGSC), is provided with the required information.
4. Financial Information Already Provided to PWGSC: The Proponent is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PWGSC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
  - a. the Proponent identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
  - b. the Proponent authorizes the use of the information for this requirement.

It is the Proponent's responsibility to confirm with the Contracting Authority that this information is still on file with PWGSC.

5. Other Information: Canada reserves the right to request from the Proponent any other information that Canada requires to conduct a complete financial capability assessment of the Proponent.
6. Confidentiality: If the Proponent provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act \(https://laws-lois.justice.gc.ca/eng/acts/A-1/\)](https://laws-lois.justice.gc.ca/eng/acts/A-1/), R.S., 1985, c. A-1, section 20(1) (b) and (c).
7. Security: In determining the Proponent's financial capability to fulfill this requirement, Canada may consider any security the Proponent is capable of providing, at the Proponent's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).
8. In the event that a proposal is found to be non-compliant on the basis that the Proponent is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

## **GI23 Performance evaluation**

Proponents shall take note that the performance of the Consultant during and upon completion of the services shall be evaluated by Canada. The evaluation includes all or some of the following criteria: Design, Quality of Results, Management, Time and Cost. Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future contracts. The form [PWGSC-TPSGC 2913-1 \(https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/2913-1-eng.html), SELECT - Consultant Performance Evaluation Report, is used to record the performance.

#### **GI24 Proposal costs**

No payment will be made for costs incurred in the preparation and submission of a proposal in response to the Request for proposal. Costs associated with preparing and submitting a proposal, as well as any costs incurred by the Proponent associated with the evaluation of the proposal, are the sole responsibility of the Proponent.

#### **GI25 Conflict of interest—unfair advantage**

1. In order to protect the integrity of the procurement process, Proponents are advised that Canada may reject a proposal in the following circumstances:
  - a. if the Proponent, any of its sub-consultants, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Proponent, any of its sub-consultants, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Proponents and that would, in Canada's opinion, give or appear to give the Proponent an unfair advantage.
2. The experience acquired by a Proponent who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This Proponent remains however subject to the criteria established above.
3. Where Canada intends to reject a proposal under this section, the Contracting Authority will inform the Proponent and provide the Proponent an opportunity to make representations before making a final decision. Proponents who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

#### **GI26 Limitation of liability**

Except as expressly and specifically permitted in this RFP, no Proponent or Potential Proponent shall have any claim for any compensation of any kind whatsoever in relation to this RFP, or any aspect of the procurement process, and by submitting a proposal each Proponent shall be deemed to have agreed that it has no claim.

#### **GI27 Code of Conduct for Procurement—proposal**

The [Code of Conduct for Procurement \(https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html\)](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) provides that Proponents must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Proponent is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement* may render the bid non-responsive.

#### **GI28 Bid Challenge And Recourse Mechanisms**

- (a) Several mechanisms are available to potential Proponents to challenge aspects of the procurement process up to and including contract award.

- (b) Canada encourages Proponents 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)
- (c) Proponents should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Proponents should therefore act quickly when they want to challenge any aspect of the procurement process.

## PART 3 - TERMS, CONDITIONS AND CLAUSES

### AGREEMENT

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

- (a) the Front Page and this Agreement clause;
- (b) the General Terms, Conditions and Clauses, as amended, identified as:

R1210D	2021-12-02	General Condition (GC) 1 - General Provisions – Architectural and/or Engineering Services
R1215D	2016-01-28	General Condition (GC) 2 - Administration of the Contract – Architectural and/or Engineering Services
R1220D	2015-02-25	General Condition (GC) 3 - Consultant Services
R1225D	2015-04-01	General Condition (GC) 4 - Intellectual Property
R1230D	2018-06-21	General Condition (GC) 5 - Terms of Payment – Architectural and/or Engineering Services
R1235D	2011-05-16	General Condition (GC) 6 – Changes
R1240D	2018-06-21	General Condition (GC) 7 - Taking the Services Out of the Consultant's Hands, Suspension or Termination
R1245D	2016-01-28	General Condition (GC) 8 - Dispute Resolution – Architectural and/or Engineering Services
R1650D	2017-11-28	General Condition (GC) 9 - Indemnification and Insurance
Supplementary Conditions		
Agreement Particulars		

- (c) Terms of Reference;
  - (d) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";
  - (e) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
  - (f) the signed Task Authorizations (including all of its annexes, if any);
  - (g) the proposal, the Declaration/Certifications Form and the Price Proposal Form.
2. The documents identified above by title, number and date are hereby incorporated by reference into and form part of this Agreement, as though expressly set out herein, subject to any other express terms and conditions herein contained.

The documents identified above by title, number and date are set out in the Standard Acquisition Clauses and Conditions (SACC) Manual, issued by Public Works and Government Services Canada (PWGSC). The SACC Manual is available on the PWGSC Web site:

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

3. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

- (a) any amendment or variation in the Agreement that is made in accordance with the terms and conditions of the Agreement;
- (b) any amendment to the solicitation document incorporated in the Agreement before the date of the Agreement;
- (c) this Agreement clause;
- (d) Supplementary Conditions;
- (e) General Terms, Conditions and Clauses;
- (f) Agreement Particulars;
- (g) Terms of Reference;
- (h) the document entitled "Doing Business with PWGSC Documentation and Deliverables Manual";
- (i) Indigenous Considerations Criteria;
- (j) the signed Task Authorizations (including all of its annexes, if any);
- (k) the proposal.

## **PART 4 - SUPPLEMENTARY CONDITIONS (SC)**

### **SC1 SUPPLEMENTARY CONDITIONS**

#### **1. Public ceremonies and signs**

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

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

### **SC2 SECURITY REQUIREMENT**

There is no security requirement applicable to this Agreement.

### **SC3 LANGUAGE REQUIREMENTS**

1. Communication from Canada to the Consultant shall be in English.
2. The Consultant's services during construction tender call (such as addenda preparation, tenderers' briefing meetings, technical answers to questions by bidders, including translation of bidder's questions) shall be provided expeditiously in both languages, as necessary.
3. The Consultant's services during construction shall be provided in the language of choice of the Contractor. The successful Contractor will be asked to commit to one or other of Canada's official languages upon award of the Construction Contract and, thereafter construction and contract administration services will be conducted in the language chosen by the Contractor.
4. Other required services in both of Canada's official languages (such as construction documentation) are described in detail in the Project Brief.
5. The Consultant Team, including the Prime Consultant, Sub-Consultants and Specialists Consultants shall ensure that the services being provided in either language shall be to a professional standard.

### **SC4 GOVERNANCE AGREEMENT AND DELINE FINAL SELF-GOVERNMENT AGREEMENT**

In February 2021, Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and the Délı̨nę Got'ı̨nę Government (DGG) signed a Governance Agreement in support of the GBL Remediation Project. The agreement establishes the vision, principles, and objectives to move the project forward under a co-management model. The agreement also establishes the framework and structure for decision making as it relates to advancing the project through planning, design, remediation, and post remediation stages of the project. The specific objectives, as stipulated in the agreement, are to enable Délı̨nę residents and businesses to benefit from the work through training, preferential business contracting for local businesses, and education opportunities in reclamation science and project management for qualified Délı̨nę students. These objectives are further promoted within the Indigenous Opportunities Considerations (IOC) in section 3.4 and the Governance Agreement may be found attached in Appendix E.

This procurement will honor the commitments of Délı̨nę Final Self-Government Agreement, <https://www.deline.ca/wp-content/uploads/2016/10/Deline-Final-Self-Government-Agreement.pdf>.

## SC5 COMPREHENSIVE LAND CLAIMS AGREEMENTS (CLCA)

This procurement is subject to the following CLCA(s):

- Sahtu Dene and Metis Comprehensive Land Claims Agreement
- Tłıchq Land Claims Self-Government Agreement

The CLCAs contain provisions requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Indigenous Opportunity Considerations (IOC) and bidders are requested to propose Indigenous opportunities in their bid submission.

The proposed requirement is subject to the Sahtu Dene and Metis Comprehensive Land Claim Agreement. The requirements of this CLCA will apply to this procurement. The provisions that apply are contained in: Chapter 12 – Economic Measures of the Sahtu Dene and Metis Comprehensive Land Claim Agreement, <https://www.rcaanc-cirnac.gc.ca/eng/1100100031147/1543258621708#chp12>

For purposes of interpretation:

"Participant" is defined in Chapter 2 (Definitions) of the Sahtu Dene and Metis CLCA.

"Sahtu settlement area" comprises the area within the Northwest Territories as described in Appendix A of the Sahtu Dene and Metis CLCA.

"Sahtu Dene and Metis firms" means an entity which complies with the legal requirements to carry on a business in the area and which is a limited company with at least 51% of the company's voting shares beneficially owned by participants, or is a cooperative controlled by participants, or is a participants' sole proprietorship or partnership.

The proposed requirement is subject to the Tłıchq Land Claims and Self-Government Agreement. The requirements of the Tłıchq Land Claim and Self Government Agreement will apply to this procurement. The provisions that apply are contained in: Chapter 26 – Economic Measures, of the Tłıchq Land Claims and Self-Government Agreement, clauses 26.3, 26.3.1 (a). <https://www.rcaanc-cirnac.gc.ca/eng/1292948193972/1543262085000#chp26>

For purposes of interpretation:

"Tłıchq entity" means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

- a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Tłıchq Citizens or the Tłıchq Government;
- b) a co-operative controlled by Tłıchq Citizens or the Tłıchq Government;
- c) a sole proprietorship operated by a Tłıchq Citizen; or
- d) a partnership in which at least 50 percent of the partners are Tłıchq Citizens or the Tłıchq Government

"Tłıchq person" means a person

- a) of Aboriginal ancestry who resided in and used and occupied any part of Mōwhi Gogha Dè Nīttāèè on or before August 22, 1921 and who received Treaty 11 benefits, or a descendant of such person;
- b) who is a band member, or a descendant of such person; or

- c) who was adopted as a child, under the laws of any jurisdiction or under any Tłıchǫ custom, by a Tłıchǫ person within the meaning of (a) or (b) or by a Tłıchǫ Citizen, or is a descendant of any such adoptee.

### **Indigenous Opportunities Considerations (IOC) Achievement Report**

This report must include a summary of activities undertaken to meet the commitments made as part of the:

- a) Consultant's IOC portion of the proposal; and
- b) Consultant's commitments made as part of each Task Authorization

and must be provided with each Task Authorization. Depending on the duration of the Task Authorizations, the Consultant may be asked to provide a summary of activities on a more frequent basis. See Appendix D for more details.

### **Indigenous Opportunities Considerations (IOC) Deviations**

1. Upon knowledge that the IOC commitments may not be met, the Consultant must immediately inform the Project and Contracting Authority without waiting for the submission of an IOC Achievement Report to be required.
2. When requested, the Consultant must provide a detailed explanation and propose a written corrective action plan to resolve the deviation(s) within the delay that will be indicated. The Consultant is encouraged to collaborate on their proposed corrective action plan with the CLCA contacts in section SC17.
3. Any amendments to the scope of work can warrant renegotiation of the IOC commitments.
4. Canada will be under no obligation to accept any such proposal regardless of its content or justification.
5. Any reduction in IOC benefits may be considered by Canada as any other failure to meet a contractual obligation with attended default, damages, holdback and set-off provisions.

### **Indigenous Opportunities Considerations (IOC) Holdback**

1. In the event that IOC commitments are not being achieved by the Consultant, Canada may retain a percentage, or amount, of any invoice payment(s), up to the total dollar value of the IOC, per Task Authorization.
2. The total IOC holdback may be retained by Canada under circumstances including, but not limited to the following:
  - a. Where original IOC commitments, or modified IOC commitments, have not been delivered by the Consultant; or
  - b. Canada determines that sufficient evidence has not been provided by the Consultant to demonstrate that, due to circumstances outside of the Consultant's control, the IOC commitments could not be delivered.
3. The total amount, or portion(s) of any payment(s) subject to IOC holdback remaining at the end of the Contract may be retained by Canada indefinitely.

For more information on the IOC holdback valuation and release conditions, see Appendix D (IOC Holdback Valuation and Release Conditions).

## **SC6 FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - DEFAULT BY THE CONSULTANT**

The Consultant understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Consultant 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 Consultant will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Consultant in default as per the terms of the contract.

## **SC7 DURATION OF THE CONTRACT**

### **Period of the Agreement**

The period of the Agreement is from the date of Agreement entry to 2025-03-31 inclusive.

### **Option to Extend the Agreement**

Canada has irrevocable option(s) to extend the term of the Contract by up to 10 additional 1 year period(s) under the same terms and conditions. Canada may exercise multiple period(s) at the same time or in succession. The Consultant agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## **SC8 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICES, AND RULES**

The Consultant must comply and ensure that its employees and subconsultants comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

## **SC9 WORKPLACE SAFETY AND HEALTH**

### **1. EMPLOYER/PRINCIPAL CONTRACTOR**

1.1 The Contractor shall, for the purposes of the Safety Act and General Safety Regulations, Northwest Territories & Nunavut Territory, and for the duration of the Work:

- 1.1.1 act as the Employer, where there is only one employer on the work site, in accordance with the Authority Having Jurisdiction;
- 1.1.2 assume the role of Principal Contractor, where there are two or more employers involved in work at the same time and space at the work site, in accordance with the Authority Having Jurisdiction; and
- 1.1.3 agree, in the event of two or more Contractors working at the same time and space at the work site, without limiting the General Conditions, to Canada's order \* to:

- 1.1.3.1 assume, as the Principal Contractor, the responsibility for Canada's other Contractor(s); or

1.1.3.2 accept that Canada's other Contractor is Principal Contractor and conform to that Contractor's Site Specific Health and Safety Plan.

\* "order" definition: after contract award, Contractor is ordered by a Change Order

## 2. SUBMITTALS

2. The Contractor shall provide to Canada:

2.1.1 prior to the pre-construction meeting, a transmittal and copy of a completed Notice of Project form PWGSC - TPSGC 458 (form will be provided to the proposed contractor prior to award), as sent to the Authority Having Jurisdiction (AHJ); and

2.1.2 prior to commencement of work and without limiting the terms of the General Conditions:

2.1.2.1 copies of all other necessary permits, notifications and related documents as called for in the scope of work/specifications and/or by the AHJ; and

2.1.2.2 a site specific Health and Safety Plan as requested.

*NOTE: Please do not include any forms that include personal 3rd party information such as the names of the contractor's employees and their related claims information.*

## 3. LABOUR AUTHORITY CONTACT:

*The contact below represents the Labour Authority in the jurisdiction (AHJ). They are not representatives of the Workers Compensation.*

Do not contact the people referenced below for issues pertaining to WCB or WCB Clearances. Those queries must be directed specifically to the WCB, and where the WCB has both a Labour and Compensation component, WCB issues must be directed to the Compensation/Employer Services sections.

### **NORTHWEST TERRITORIES**

Workers' Safety and Compensation  
Northwest Territories and Nunavut  
Prevention Services  
Box 8888  
Yellowknife, NT, X1A 2R3  
Attention: Chief Industrial Safety Officer

Telephone: (867) 669-4418  
Facsimile: (867) 873-0262

## **SC10 TASK AUTHORIZATION**

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

## 1. Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Appendix J.
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 15 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The 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 and expense.

## 2. Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$\_\_\_\_\_ (amount will be inserted at Contract award), Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

## 3. Task Authorizations ("As and When Requested" Requirement)

In consideration of the Contractor satisfactorily completing all of its obligations under the Task Authorization (TA), the Contractor will be paid for the services specified in the TA, in accordance with the Basis of Payment, as further set out in the General Condition (GC) 5 – Terms of Payment – Architectural and/or Engineering Services, as specified in the TA. Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_ (amount will be inserted at Contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. 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.

#### **4. Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,  
  
"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and  
  
"Minimum Contract Value" means 10%.  
  
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.

#### **5. Periodic Usage Reports - Contracts with Task Authorizations**

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

The Contractor must provide this data in accordance with the reporting requirements detailed below or in Appendix K. 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.

The data must be submitted on a bi-annual basis to the Contracting Authority.

The bi-annual periods are defined as follows:

- 1st period: April 1 to September 30; and
- 2nd period: October 1 to March 31.

The data must be submitted to the Contracting Authority no later than 10 calendar days after the end of the reporting period.

#### **Reporting Requirement- Details**

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

**For each authorized task:**

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, 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.

**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.

**SC11 INVOICING INSTRUCTIONS**

1. The Consultant must submit monthly invoices in accordance GC 5.3.2 Payments to the Consultant. In addition to the information required pursuant to GC 5.3.2, an invoice must also include the following information and/or be supported by:
  - i. a copy of time sheets to support the time claimed, if requested by the Departmental Representative;
  - ii. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses and other disbursements;
  - iii. a copy of the monthly progress report;
  - iv. invoice date (corrected for amendments);
  - v. invoice number (revised invoices must be prefixed by the letter R);
  - vi. period invoice covers;
  - vii. contract number;
  - viii. Task Authorization number;
  - ix. Task Authorization Revision number if applicable;
  - x. project number;
  - xi. total contracted amount;
  - xii. amount previously invoiced;
  - xiii. current invoice amount;
  - xiv. amount remaining on Task;
  - xv. 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 rate to not pay for categories, rates, resources or disbursements submitted on invoices that have not been pre-approved;
  - xvi. itemized list of travel expenses, identifying personnel, dates of travel, location of travel. Rates for personal vehicle mileage, private accommodations, and meal allowance claimed (breakfast lunch and dinner) must not exceed the rate limits set out for each period by the NJC Travel Directive. All other charges must have receipts; and
  - xvii. itemized list of disbursements, cross-referenced to include back-up receipts.
2. Applicable Taxes, if applicable, will be incorporated into all invoices and shown as a separate item on invoices.
3. An invoice cannot be submitted until all Work identified on the invoice is completed.
  - a. An original copy of each invoice must be sent to the address shown on page 1 of the Contract for certification and payment.

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **SC12 DISCRETIONARY AUDIT**

1. The following are subject to government audit before or after payment is made:
  - a) The amount claimed under the Contract, as computed in accordance with the Basis of Payment, including time charged.
  - b) The accuracy of the Contractor's time recording system.
  - c) The estimated amount of profit in any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier, for which the Contractor has provided the appropriate certification. The purpose of the audit is to determine whether the actual profit earned on a single contract if only one exists, or the aggregate of actual profit earned by the Contractor on a series of negotiated contracts containing one or more of the prices, time rates or multipliers mentioned above, during a particular period selected, is reasonable and justifiable based on the estimated amount of profit included in earlier price or rate certification(s).
  - d) Any firm-priced element, firm time rate, firm overhead rate, or firm salary multiplier for which the Contractor has provided a "most favoured customer" certification. The purpose of such audit is to determine whether the Contractor has charged anyone else, including the Contractor's most favoured customer, lower prices, rates or multipliers, for like quality and quantity of goods or services.
2. Any payments made pending completion of the audit must be regarded as interim payments only and must be adjusted to the extent necessary to reflect the results of the said audit. If there has been any overpayment, the Contractor must repay Canada the amount found to be in excess.

## **SC13 LICENSING, CERTIFICATION OR AUTHORIZATION**

The Consultant shall be, and/or shall ensure that any subconsultants providing engineering services are, authorized to provide engineering services and must include professional engineers licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by territorial law in NWT.

## **SC14 EDUCATION AND EXPERIENCE**

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

## **SC15 STATUS AND AVAILABILITY OF RESOURCES**

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

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

## SC16 AUTHORITIES

### Contracting Authority

The Contracting Authority for the Contract is:

Name: Anthony Tiet  
Title: Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: Suite 1000, 9700 Jasper Ave, Edmonton, AB T5J 4C3

Telephone: 587-926-1376  
E-mail address: anthony.tiet@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.

### Project Authority

The Project Authority for the Contract is: (To be inserted at Contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
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.

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

### **Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

### **SC17 COMPREHENSIVE LAND CLAIMS AGREEMENTS CONTACTS**

Consultants are encouraged to contact and collaborate on their proposed IOC plan with the CLCA contacts listed below. PWGSC does not guarantee collaboration with any of the contacts below and it is up to the Consultant to determine the level of effort required.

#### **Déline Got'Iné Government Remediation Manager:**

Diane Andre  
Box 148, Deline, NT, XOE OGO  
Email: remediation.manager@gov.deline.ca  
Cell: 867-444-8869  
Work: 867-589-8100

#### **Tłıchq:**

Contact information will be provided in a future amendment document.

## PART 5 – SUBMISSION REQUIREMENTS AND EVALUATION (SRE)

### SRE 1 GENERAL INFORMATION

#### 1.1 Reference to the Selection Procedure

An 'Overview of the selection procedure' can be found in General instructions 3 (GI3), Overview of selection procedure.

#### 1.2 Calculation of Total Score

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

Technical Rating x 43%	=	Technical Score (43 Points)
IOC Rating x 22%	=	IOC Score (22 Points)
Price Rating x 35%	=	Price Score (35 Points)
Total Score	=	Max. 100 points

### SRE 2 PROPOSAL REQUIREMENTS

#### 2.1 Proposal via Epost Connect service

This bid solicitation allows and encourages proponents to use the epost Connect service provided by Canada Post Corporation to transmit their proposal electronically.

If the Proponent chooses to submit its proposal electronically through epost Connect service, Canada requests that the Proponent submits its proposal in accordance with section GI16, [Submission of proposal](#), of the General Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that the proposal be gathered per separate electronic document (attachment) as follows:

**Section I:** Technical Proposal;

**Section II:** Indigenous Opportunities Considerations Proposal;

**Section III:** Price Proposal;

**Section IV:** Declaration and Certifications.

The electronic attachment should be labelled with the name of the section and the Solicitation Number.

If the Proponent is simultaneously providing copies of its proposal using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will take precedence over the wording of the other copies.

#### 2.4 Requirement for Proposal Format

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

- Paper (or page) size should be - 216mm x 279mm (8.5" x 11")
- Minimum font size - 11 point Times or equal
- Minimum margins - 12 mm left, right, top, and bottom
- Minimum line spacing - single
- One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- 279mm x 432 mm (11" x 17") papers (or pages) for spreadsheets, organization charts etc. will be counted as two pages.
- The order of the proposals should follow the order established in the Request for Proposal SRE section

## 2.5 Specific Requirements for Proposal Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under SRE 3.2 is 60 pages.

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

- Covering letter
- Cover page
- Tab/Dividers used to solely identify the sections of the proposal, provided they are free of all other text and/or graphics
- Table of Contents
- Consultant Team Identification ([Appendix A](#))
- Declaration/Certifications Form ([Appendix B](#))
- Curriculum Vitae (CV)
- Indigenous Opportunities Considerations Proposal
- Integrity Provisions – Required Documentation
- Front page of the RFP
- Front page of revision(s) to the RFP
- Price Proposal Form ([Appendix C](#))

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

## SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

### 3.1 MANDATORY REQUIREMENTS

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

**The Phased Bid Compliance Process will apply to all mandatory requirements below under 3.1 Mandatory Requirements.**

#### 3.1.1 Licensing, Certification or Authorization

The Proponent must include appropriate expertise in all disciplines necessary to carry out the required services as outlined herein. The proponent must have all applicable individuals licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by territorial law in the Northwest Territories.

### 3.1.2 Consultant Team Identification

The consultant team to be identified must include the following:

- a) Principal;
- b) Project Manager/Remediation Lead;
- c) Geotechnical Lead;
- d) Resident Engineer x 2;
- e) Geochemical Lead;
- f) Radiation Lead;
- g) Water Quality Lead;
- h) Biological Lead; and
- i) Regulatory Lead.

If the proponent proposes to provide multidisciplinary services that might normally be provided by a sub-consultant, this should be indicated here.

Information required - name of firm, key personnel to be assigned to the project. For the prime consultant indicate current license and/or how you intend to meet the provincial or territorial licensing requirements. In the case of a joint venture identify the existing or proposed legal form of the joint venture (refer to [General instructions 9 \(GI9\) Limitation of submissions](#)).

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

### 3.1.3 Declaration/Certifications Form

Proponents must complete, sign and submit the following:

- [Appendix B](#), Declaration/Certifications Form as required.

### 3.1.4 Integrity Provisions – Required documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Proponent must provide, **as applicable**, to be given further consideration in the procurement process, the required documentation as per General instructions 1 ([GI1](#)), [Integrity Provisions – Proposal](#), **section 3a**.

## 3.2 RATED REQUIREMENTS – TECHNICAL

Proponents meeting the mandatory requirements will be evaluated in accordance with the following criteria below.

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 will not be sufficient.

**The Phased Bid Compliance Process will apply only to point rated technical criteria identified by the superscript <sup>(PB)</sup> in 3.2 Rated Requirements - Technical. Point rated technical criteria not identified by the superscript <sup>(PB)</sup> will not be subject to the Phased Bid Compliance Process. Note: The Phased Bid Compliance Process does NOT apply to the TOTAL Technical Rating pass mark.**

### 3.2.1 Corporate Experience (100 of 1000 Technical Points)

Proponents should demonstrate the firm's specific depth and breadth of relevant experience within the past 15 years, including but not limited to the following work areas:

- experience in contaminated site/mine remediation;
- experience in working with Indigenous peoples and/or organizations;
- experience in working with various levels of government;
- experience in working in remote locations (i.e. not connected by all season road); and
- experience working in northern environments (i.e. north of 58° latitude).

### 3.2.2 Organization Chart (50 of 1000 Technical Points)

Proponents should submit a detailed Organization Chart(s) specific to this requirement of the Project Team illustrating the PWGSC Contact Points, Consultant's Staff, Sub-Consultants/Sub-Contractors, relationships of each and integration of the various components. This chart clearly indicates the relationships of all parties to the Consultant, particularly for the issues of determining Prime Contractor and Sub-Contractors.

### 3.2.3 Capacity and Resource Management (100 of 1000 Technical Points)

Proponents should provide evidence (such as corporate structure, matrix, team member lists for each project service in Section 3.2.6 that the firm has the capacity to complete a project of this nature and magnitude. The Proponent should demonstrate their resources across all employment levels necessary to deliver the project (e.g. Senior, Intermediate, Junior, etc.). At minimum the Proponent should complete the Corporate Resource Capacity Table below, and may provide additional information as necessary to demonstrate capacity and resource management.

Proponents should describe resource management strategies to address potential issues with capacity or project coverage including integration of new staff and/or new processes within the firm.

#### Corporate Resource Capacity – Northern or Mine Remediation Projects

Resource	Firm	Years Exp.	Degree / Accreditation	PROJECTS		
				Project 1	Project 2	Project 3
Senior Professional						
Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role
Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role
Intermediate Professional						
Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role
Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role
Junior Professional						
Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role

Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role
<b>Resident Engineer</b>						
Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role
Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role
<b>Senior Technologist</b>						
Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role
Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role
<b>Technologist</b>						
Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role
Add Name	Add Firm	Add Years Exp.	Add Degree / Accreditation	Add Project Role	Add Project Role	Add Project Role

- All projects listed should be Northern (i.e. north of 58° latitude) or a mine remediation project
- For each Project, list the Name, Location, Project Type, Year Start, Duration (years)
- The Proponent may add as many Northern or Mine Remediation Project columns as they feel are relevant
- The Proponent may add as many Resource (staff members) available to meet the project requirements
- For each Project, the role which the Resource performed should be listed in the matrix (e.g. "Geochemistry Lead", "Regulatory Specialist", "Water Quality Sampling", etc.)
- It is expected that junior resources may not have direct project experience to incorporate in the Table. Include as a potential resource to show corporate capacity.

Resources must have the following qualifications and years experience to be considered within the resource category:

Resource Category/ Title *	Minimum Qualifications	Minimum Years Experience
Senior Professional	Professional engineering or equivalent related certification	12
Intermediate Professional	Professional engineering or equivalent related certification	5
Junior Professional	Professional engineering or equivalent related degree	-
Resident Engineer (on-site)	Professional engineering certification or related Technical degree	5
Senior Technologist	Technical degree or diploma/certificate	10
Technologist	Technical degree or diploma/certificate	3

### 3.2.4 Quality Management (50 of 1000 Technical Points)

Proponent should describe the Proponent's Quality Management System (QMS) approach and how it will provide an appropriate level of Quality Assurance (QA) to the work of the Proponent's team. Include mechanism for ensuring coordination and integration of all required disciplines and specializations in timely design work and meeting design submission timelines. Describe how the proponent will effectively lead and manage teams that may include sub-consultants to achieve this result.

### 3.2.5 Key Team Member Expertise and Experience (270 of 1000 Technical Points – Minimums by Member Per the Evaluation and Rating Table)

Resources proposed for each project category are further evaluated in this section. The Proponent must provide resource resumes for the team members identified below:

- a) Principal;
- b) Project Manager/Remediation Lead;
- c) Geotechnical Lead;
- d) Resident Engineer x 2;
- e) Geochemical Lead;
- f) Radiation Lead;
- g) Water Quality Lead;
- h) Biological Lead; and
- i) Regulatory Lead.

The Principal must have a minimum of 20 years experience. Team Members identified as Leads must have a minimum 12 years of experience. Resources can be employed by the proponent or subcontractors. Resumes should clearly identify what project services the resource is demonstrating experience in and also adequately describe their experience in the specified project category in order to get points.

The resume should include specific details including:

- Work history with employer's names, dates employed, job title and responsibilities;
- All post-secondary education institutions, dates attended and credentials obtained. List highest level of certificates, diplomas and degrees in the fields relevant to the proposed role; and
- Accreditation organization, date accreditation obtained and current status.
- Specific roles on Projects listed (e.g. Project Manager, technical lead, field support)
- Working on Northern Projects (i.e. north of 58° latitude);
- Working on Mine Remediation Projects;
- Working with Indigenous Stakeholders;
- Working with various levels of government, including crown corporations; and/or
- Working in remote locations.

Reference checks may be completed at the sole discretion of Canada to assist in the evaluation of resources. The client reference checks will result in either confirmation that the information on the resource resume is accurate or in the Government of Canada determining that it does not meet requirements.

Note to Bidders: Resumes must not exceed 3 pages (only the first three pages will be reviewed).

### 3.2.6 Project Services (300 of 1000 Technical Points)

For each of the following service categories, the Proponent must present Knowledge/ Methodology **AND** Project Descriptions for:

- a) Project Management, Northern Remediation Support, and Technical Services (TOR Section 2.2.1)
- b) Regulatory & Engagement Support (TOR Section 2.2.2 and 2.2.3)
- c) Design, Specifications, and Cost Estimation, and Tender Documents and Assistance (TOR Section 2.2.5 and 2.2.6)
- d) Engineer of Record, Contractor Oversight, Quality Assurance and Contract Administration, and Project Close-Out Documentation (TOR Section, 2.2.7, 2.2.8, and 2.2.11)
- e) Monitoring (Pre-Remediation, Construction, Post-Construction and Long-Term) (TOR Section 2.2.4, 2.2.9 and 2.2.10)
- f) Possible Scope Items (TOR Section 2.3)

#### Knowledge / Methodology

The proponent should demonstrate:

- knowledge of each task and associated sub-tasks that would be identified in a TA for each task (discipline);
- a methodology in approaching each task;
- typical challenges when completing and delivering tasks for each discipline, along with related mitigative measures; and
- proposed approaches to logistical planning for the tasks as appropriate, including those related to northern remote locations (i.e. not connected by all season road).

#### Project Descriptions

The Proponent must provide two project descriptions for each of the service categories. Project descriptions must be for work completed within the last fifteen (15) years by the firm. The same project description can be used for describing a Proponent's experience for multiple service categories.

Project descriptions must meet the following criteria to be evaluated:

- All projects must be in Northern climates (i.e. north of 58° latitude);
- At least 50% of the Project Descriptions must be mine sites.

The project descriptions should demonstrate the following:

- clearly indicate how this project is comparable/relevant to the service category;
- brief project description and intent. Narratives should include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions.
- budget control and management - i.e. contract price & final construction cost - explain variation
- project schedule control and management - i.e. initial schedule and revised schedule - explain variation
- remote setting and logistic management
- client references - name, address, phone and fax of client contact at working level - references may be checked
- names of key personnel responsible for project delivery
- What were the key objectives and what was the end result, or final outcome

The Proponent (as defined in General instructions 2 ([GI2\) Definitions](#)) should possess the knowledge on the above projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture Proponent or sub-consultant agreement.

Please indicate those projects which were carried out in joint venture or sub-consultant agreement and the responsibilities of each of the involved entities in each project.

### **3.2.7 Hypothetical Scenario<sup>(PB)</sup> (130 of 1000 Technical Points – Minimum 70% pass mark)**

The Proponent must use the following hypothetical project below to clearly articulate the process that would be taken under this hypothetical scenario to resolve the issues leading to and including the instructions that would be provided to the Prime Contractor (PC).

In light of the limited information provided, include assumptions to complete the details of the scenario as appropriate. Response to the below hypothetical scenario will be scored based on the proponents ability to discuss and address the following key topics:

- Resolving the technical challenges;
- Regulatory considerations;
- Contractual and cost considerations;
- Logistics & H&S considerations;
- Conveyance of information / Lines of communication;
- Indigenous and stakeholder considerations; and
- Schedule implications and timely resolution of the issues.

The proponent should identify the personnel (out of the list of required resources identified in sections 3.2.3 and 3.2.5 that will be involved in the services and all of the steps required to complete the work through completion, as well as the steps required to effectively manage the consultant work internally.

#### **Scenario:**

A task authorization (TA) is issued to the Consultant under the terms of this contract. The site is located at a remote northern location, approximately 300 km away from the nearest town centre. The scope of the Consultant TA is to oversee the Prime Contractor (PC) on behalf of PSPC by providing construction oversight, quality assurance and ensure adherence to regulatory and contract terms.

The PC is excavating petroleum hydrocarbon (PHC) contaminated soil for ex situ treatment. The contract volume of contaminated soil is estimated to be 1150 cubic metres for this particular excavation. Upon completion of excavation to the lateral and vertical design extents, field screening revealed further PHC exceedances along one of the sidewalls and adjacent floor. 5 lateral meters beyond the sidewall with the PHC exceedance is the edge of a river. The following day before any action is taken, the open excavation is found to contain water. Analytical test results reveal elevated arsenic concentrations in the water, in excess of permitted discharge criteria. The PC looks to the Consultant for direction on steps forward.

### **3.3 EVALUATION AND RATING**

Only the technical components of the proposals which are responsive will be reviewed, evaluated and rated by a PWGSC-led Evaluation Board in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating	Minimum Points (%)
<b>Corporate Experience</b>	10	0 - 10	0 - 100	-
<b>Organization Chart</b>	5	0 - 10	0 - 50	-
<b>Capacity and Resource Management</b>	10	0 - 10	0 - 100	-
<b>Quality Management</b>	5	0 - 10	0 - 50	-
<b>Key Team Member Expertise and Experience</b>				
<i>Principal;</i>	2.5	0 - 10	0 - 25	15 (60%)
<i>Project Manager/Remediation Lead;</i>	4	0 - 10	0 - 40	32 (80%)
<i>Geotechnical Lead;</i>	3	0 - 10	0 - 30	18 (60%)
<i>Resident Engineer 1</i>	3.5	0 - 10	0 - 35	21 (60%)
<i>Resident Engineer 2</i>	3.5	0 - 10	0 - 35	21 (60%)
<i>Geochemical Lead;</i>	2.5	0 - 10	0 - 25	15 (60%)
<i>Radiation Lead</i>	2	0 - 10	0 - 20	12 (60%)
<i>Water Quality Lead;</i>	2	0 - 10	0 - 20	12 (60%)
<i>Biological Lead; and</i>	2	0 - 10	0 - 20	12 (60%)
<i>Regulatory Lead.</i>	2	0 - 10	0 - 20	12 (60%)
<b>Project Services – Knowledge/Methodology</b>				
<i>A) Project Management &amp; Northern Remediation Support</i>	3.5	0 - 10	0 - 35	21 (60%)
<i>B) Regulatory &amp; Engagement Support</i>	1.5	0 - 10	0 - 15	9 (60%)
<i>C) Cost Estimation, Design, Specifications, Tender Assistance</i>	2.5	0 - 10	0 - 25	15 (60%)
<i>D) Site Oversight, Quality Control &amp; Assurance, and Contract Administration, Engineer of Record, Project Close-out Documentation</i>	5	0 - 10	0 - 50	30 (60%)
<i>E) Monitoring (Pre-Remediation, Construction, Post-Construction, Long-Term)</i>	1.5	0 - 10	0 - 15	9 (60%)
<i>F) Possible Scope</i>	1	0 - 10	0 - 10	-
<b>Project Services – Project Descriptions</b>				
<i>A) Project Management &amp; Northern Remediation Support</i>	3.5	0 - 10	0 - 35	-
<i>B) Regulatory &amp; Engagement Support</i>	1.5	0 - 10	0 - 15	-
<i>C) Cost Estimation, Design, Specifications, Tender Assistance</i>	2.5	0 - 10	0 - 25	-
<i>D) Site Oversight, Quality Control &amp; Assurance, and Contract Administration, Engineer of Record, Project Close-out Documentation</i>	5	0 - 10	0 - 50	-
<i>E) Monitoring (Pre-Remediation, Construction, Post-Construction, Long-Term)</i>	1.5	0 - 10	0 - 15	-
<i>F) Possible Scope</i>	1	0 - 10	0 - 10	-
<b>Hypothetical Scenario<sup>(PB)</sup></b>	13	0 - 10	0 - 130	91 (70%)
<b>TOTAL Technical Rating</b>			<b>0 - 1000</b>	<b>60%</b>

Where a “Minimum Points” value is presented for a Criterion, the Proponent must achieve this minimum score for the proposal to be considered further. **No further consideration will be given to Proponents not achieving the individual pass marks identified.**

In addition, the proponent total technical rating must achieve a minimum overall pass mark of 600 points out of 1000 points available (i.e., 60%) as specified above in order to be considered

responsive. **No further consideration will be given to Proponents not achieving the total pass mark identified.**

### 3.4 RATED REQUIREMENTS – INDIGENOUS OPPORTUNITIES CRITERIA

Proponents meeting the minimum technical rated requirements above will be evaluated in accordance with the following criteria below.

For a plan to be assigned points for representations made in respect of any IOC, the Proponent should fully demonstrate how they will meet the objective of each criterion. In this section Proponents should explain in a general sense how they will apply their IOC to Task Authorization(s) under this Contract. It is the Proponent's responsibility to provide sufficient information in their plan to enable the Evaluation Committee to complete its evaluation and assess the viability of a plan. This may include, but is not limited to, practices, procedures or resources already in place or how they will be developed, and the steps a Consultant will take once a Task Authorization is received (i.e. who they will contact or how they will go about determining who to contact within the community). Proponents should include all reference material to be considered, material or documents not physically included in the offer will not be considered. URL links to websites will not be considered. No prior knowledge or experience of the Evaluation Committee will be taken into consideration.

The proposed IOC below will be applicable to the overall Contract. If requested, successful Consultants will be required to complete Appendix D prior to authorization of a Task Authorization.

Canada reserves the right, but has no obligation, to verify any information provided in the IOC and untrue statements may result in the tender being declared non-responsive.

An "Indigenous" supplier refers to anyone that is registered or identified in one or more of the following Indigenous business directories or lists:

- Indigenous Business Directory: [http://www.ic.gc.ca/eic/site/ccc\\_bt-rec\\_ec.nsf/eng/h\\_00011.html](http://www.ic.gc.ca/eic/site/ccc_bt-rec_ec.nsf/eng/h_00011.html)
- Délı̨në Business List: See Appendix E
- Sahtu Business List: <https://sahtu.ca/business-directory/>
- Tłı̨chǫ Business List: <https://tlicheo.ca/businesses>

Proponents are encouraged to contact and collaborate on their proposed IOC plan with the CLCA contacts listed in SC17.

#### **Eligible Indigenous Labourer:**

Indigenous labor from within the CLCAs must be an Indigenous individual who is a beneficiary of either of the applicable CLCAs, working or performing services related to a project for a contractor, subcontractor, or supplier.

ITEM	BID CRITERIA for overall Contract	Available Points
1.0	This procurement is subject to the Sahtu Dene and Metis Comprehensive Land Claim Agreement and the Tłıchǫ Land Claims and Self-Government Agreement. Canada reserves the right, but has no obligation, to confirm validity of all declarations / commitments.	
1.1	<b>OFFICE EXISTENCE/CREATION IN CLCA</b>  Bidders should demonstrate the existence of and/or how it demonstrates progress towards an establishment of head offices, staffed administrative offices, or other staffed facilities within one of the CLCAs applicable to the Contract.  Bidders should also provide details regarding the location submitted such as: <ul style="list-style-type: none"> <li>• a description of the locations, including address(es);</li> <li>• a description of the nature of work; and</li> <li>• number of years the firm has been in the CLCA area.</li> </ul>	/2
1.2	<b>EMPLOYMENT AND SUBCONTRACTING</b>  The Bidder should provide a measurable plan and outline the steps that will be taken to achieve the plan that maximizes the use of Indigenous employment and business opportunities in the areas of the applicable CLCAs applicable to the Contract.  Bidders should identify the type of employment, positions, and subcontracting that would be proposed for proposed Task Authorization.	/10
1.3	<b>TRAINING AND DEVELOPMENT</b>  The Bidder should provide a commitment to delivery of training and/or development programs for Indigenous people in the areas of the applicable CLCAs, applicable to the Contract, at no cost to Canada.  This commitment be evaluated on the following criteria: <ul style="list-style-type: none"> <li>• Innovation</li> <li>• Long-term Socio-Economic Benefit/Impact</li> <li>• Marketable Training/Skills</li> <li>• How the training of CLCA beneficiaries will be managed, taking into consideration the operational requirement of the project, the cultural cycles of CLCA beneficiary life, availability and capacity of training facilities and availability of consultant's staff to supervise, monitor, support and coordinate trainees as required.</li> </ul> Some options to include but are not limited to: <ul style="list-style-type: none"> <li>• Apprenticeship Programs</li> <li>• Summer employment for College/University students / Co-op</li> <li>• Scholarship funds</li> <li>• Partnerships with Training</li> <li>• Organizations (i.e. Colleges, Universities, ECO Canada, Mine Training Society)</li> </ul>	/5

1.4	<p><b>COMMUNITY DEVELOPMENT</b></p> <p>The Bidder should provide a commitment to delivery of a community development program for Indigenous people from the areas of the applicable CLCAs, applicable to the Contract, at no additional cost to Canada.</p> <p>This commitment be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> <li>• Innovation</li> <li>• Long-term Socio-economic Benefit/Impact</li> <li>• Alignment with the Communities' development Plan</li> </ul> <p>Some options to include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Grants</li> <li>• Infrastructure</li> <li>• Equipment</li> </ul>	/5
	<b>TOTAL POINTS AVAILABLE</b>	<b>/22</b>

### 3.5 EVALUATION AND RATING

The IOC components of the proposals will be reviewed, evaluated and rated by a PWGSC-led Evaluation Board in accordance with the following to establish IOC Ratings:

Criterion	Weight Factor	Rating	Weighted Rating	Minimum Points (%)
Office Existence/Creation	0.2	0 - 10	0 – 2	N/A
Employment and Subcontracting	1	0 - 10	0 – 10	N/A
Training and Development	0.5	0 - 10	0 – 5	N/A
Community Development	0.5	0 - 10	0 – 5	N/A
<b>TOTAL IOC Rating</b>			<b>0 - 22</b>	

### 3.6 Generic Evaluation Table

PWGSC-led Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

#### SRE 4 PRICE OF SERVICES

All price proposals corresponding to responsive bid(s) which have achieved the identified pass marks above will be considered upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the price proposals together and dividing the total by the number of price proposals being opened. This calculation will not be conducted when one or two responsive proposals are received.

All price proposals which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 35%.

#### SRE 5 TOTAL SCORE

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 – 1000	43%	0 – 43
IOC Rating	0 – 22	22%	0 – 22
Price Rating	0 – 100	35%	0 – 35
Total Score		100%	0 - 100

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 43/22/35 weighting of technical, IOC, and price respectively. The total range of points is mentioned above, and the lowest evaluated price is \$115.00 (115).

		Bidder 1	Bidder 2	Bidder 3
Total Technical Rating		650/1000	850/1000	700/1000
Total IOC Rating		10/22	15/22	20/22
Bid Evaluated Price		\$150.00	\$135.00	\$115.00
Calculations	Technical Score	650/1000 x 43 = 27.95	850/1000 x 43 = 36.55	700/1000 x 43 = 30.10
	IOC Score	10/22 x 22 = 10.00	15/22 x 22 = 15.00	20/22 x 22 = 20.00
	Pricing Score	115/150 x 35 = 26.83	115/135 x 35 = 29.81	115/115 x 35 = 35.00
Combined Rating		64.78	81.36	85.10
Overall Ranking		3rd	2nd	1st

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

## SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST

The following list of documents and forms is provided with the intention of assisting the Proponent in ensuring a complete submission. The Proponent is responsible for meeting all submission requirements.

Please follow detailed instructions in General instructions 16 (GI16) Submission of proposal. Proponents may choose to introduce their submissions with a cover letter.

- ☐ Team Identification - see typical format in Appendix A
- ☐ Declaration/Certifications Form - completed and signed - form provided in Appendix B
- ☐ IOC Form - form provided in Appendix D
- ☐ Integrity Provisions – Required documentation – **as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions [1 \(GI1\)](#), [Integrity Provisions](#) – Proposal, **section 3a**.
- ☐ Integrity Provisions - Declaration of Convicted Offences – **with its bid, as applicable** in accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and as per General instructions [1 \(GI1\)](#), [Integrity Provisions](#) – Proposal, **section 3b**.
- ☐ Proposal
- ☐ Front page of RFP
- ☐ Front page(s) of any solicitation amendment
- ☐ Price Proposal Form completed and submitted in a separate section.

### For epost Connect Proposal:

- ☐ Proposal - one (1) electronic document attached to the message
- ☐ Price Proposal Form – one (1) Price proposal Form completed and submitted in a separate electronic document attached to the message

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

## **PART 6 - AGREEMENT PARTICULARS**

The Agreement Particulars will be issued at time of award of contract and will identify the fee to be paid to the Consultant for the services determined in the Price Proposal Form.

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

## APPENDIX A - TEAM IDENTIFICATION FORMAT

For details on this format, please see SRE in the Request For Proposal.

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

### I. Prime Consultant (Proponent):

#### Firm or Joint Venture Name or Subconsultant:


#### Key Individuals and provincial professional licensing status and/or professional accreditation:

Role	Name of Firm	Name of Key Individuals	Professional Licence(s) or Accreditations
Principal			
Project Manager/ Remediation Lead			
Geotechnical Lead			
Resident Engineer			
Resident Engineer			
Geochemical Lead			
Radiation Lead			
Water Quality Lead			
Biological Lead			
Regulatory Lead			

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

## APPENDIX B - DECLARATION/CERTIFICATIONS FORM

<b>Project Title</b>			
<b>Name of Proponent</b>		<b>Street Address</b>	
<b>Telephone number:</b>		<b>Mailing Address</b>	
<b>Fax number:</b>			
<b>Proponent's Proposed Site or premises Requiring Safeguard Measures:</b>			<b>N/A</b>
<i>Street number / name</i> <i>Unit/Suite/Apartment number</i> <i>City, Province / Territory</i> <i>Postal Code</i>			
<b>Email Address:</b>			
<b>Procurement Business Number:</b>			

<b>Type of Organizations</b>	<input type="checkbox"/> Sole Proprietorship	<b>Size of Organization</b>	Number of Employees _____
	<input type="checkbox"/> Partnership		Graduate Architects / Professional Engineers _____
	<input type="checkbox"/> Corporation		Other Professionals _____
	<input type="checkbox"/> Joint Venture		Other _____

### Federal Contractors Program for Employment Equity - Certification

I, *the Proponent*, 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 proposal non-responsive, or will declare a consultant in default, if a certification is found to be untrue, whether during the proposal evaluation period or during the contract period. Canada will have the right, but not the obligation, to ask for additional information to verify the Proponent's certifications. Failure to comply with any request or requirement imposed by Canada may render the proposal 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: \_\_\_\_\_ (YY/MM/DD) (If left blank, the date will be deemed to be the bid closing date.)

Complete both A and B.

A. Check only one of the following:

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

A5. The Proponent has a combined work force in Canada of 100 or more employees; and

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

OR

- ☐ A5.2. The Proponent 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 Proponent is not a Joint Venture.

OR

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

## Former Public Servant (FPS) - Certification

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 FPS, proponents 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 proposals is completed, Canada will inform the Proponent 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 proposal non-responsive.

### Definitions

For the purposes of this clause,

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

- (a) an individual;
- (b) an individual who has incorporated;
- (c) a partnership made of former public servants; or
- (d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

### Former Public Servant in Receipt of a Pension

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

☐ Yes | ☐ No

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

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

By providing this information, proponents agree that the successful Proponent's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

### Work Force Adjustment Directive

Is the Proponent a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? ☐ Yes | ☐ No

If so, the Proponent must provide the following information:

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

### Name of Proponent:

#### DECLARATION:

I, the undersigned, being a principal of the proponent, hereby certify that the information given on this form and in the attached proposal is accurate to the best of my knowledge. If any proposal is submitted by a partnership or joint venture, then the following is required from each component entity.

---

Name

---

Signature

---

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

---

Name

---

Signature

---

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

---

Name

---

Signature

---

Title

I have authority to bind the Corporation / Partnership / Sole Proprietorship / Joint Venture

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

---

Name

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

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

The above certifications should be completed and submitted with the proposal, but may be submitted afterwards as follows: if the above certifications are not completed and submitted with the proposal, the Contracting Authority will inform the Proponent of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the above certifications within the time frame provided will render the proposal non-responsive.

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

## Workplace Safety and Health

### DECLARATION

DATE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This company is exempt from the Northwest Territories/Nunavut Safety Act and Regulations requirement to have a formalized Health and Safety Policy and Program, on the basis that this company does not at the present time employ more than ten (10) full time employees, including those required on all current projects for all clients. By signing this Declaration the Contractor certifies they will remain in compliance with the identified AHJ's requirements regarding health and safety at the work site.

Current number of full time employees: \_\_\_\_\_

\_\_\_\_\_  
TITLE OF COMPANY OFFICER

\_\_\_\_\_  
SIGNATURE

## 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 this Contract who access federal government workplaces within  
Canada 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 mandatory vaccination requirements of the Mandatory Vaccination Policy for Supplier Personnel are no longer in effect.

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Optional

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

Initials: \_\_\_\_\_

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

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

## **APPENDIX C - PRICE PROPOSAL FORM**

### **INSTRUCTIONS:**

1. Complete this Price Proposal Form and submit in accordance with the instructions in this solicitation.
2. Price Proposals are not to include Applicable Taxes.
3. PROPONENTS SHALL NOT ALTER THIS FORM
4. For each of the disciplines listed (Sr. lead/Principal Senior, Intermediate and Junior) below, to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: proponents must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. For the categories where a Sr. lead/Principal Senior, Intermediate and/or Junior Personnel is requested, the hourly all-inclusive rate must demonstrate a level of salary progression reflective of the seniority of the resource. For example, the hourly all-inclusive rate of a senior personnel must be equal to or greater than the hourly all-inclusive rate of the intermediate personnel and the hourly all-inclusive rate of an intermediate personnel must be equal to or greater than the hourly all-inclusive rate of the junior personnel within that category.
5. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 25km radius of the employees home office are to be calculated as an integral part of the hourly rates. For delivery of services outside of this 25km radius, travel-related expenses will be paid (with prior approval of the Departmental Representative) in accordance with current National Joint Council Travel Directive.
6. Each Hourly Rate will be multiplied by the estimated usage/weighting to determine the Evaluated Rate for each resource category. The Evaluated Rates for all categories will be added together to total the Sub-Total Evaluated Rate.

## Appendix C1 – Basis of Payment

### 1. Professional Fees

- 1.1 The Consultant will be paid for actual hours worked/operated, as approved by the Project Authority, at the firm hourly rate, detailed in the Professional Fees Unit Price Table, GST extra. The rates will be firm for the full period of the Standing Offer.
- 1.2 Firm, all-inclusive, hourly rates by classification must be inclusive of full compensation for payroll, burdens, WCB, Insurance, and general overheads related to the normal operation of the business.
- 1.3 Personnel substituted, with the prior written approval of the Project Authority, are to be charged out at their standard rate which cannot exceed the hourly rate of the personnel that they are substituted for.
- 1.4 Overtime will be charged at the firm hourly rate, no multiplier shall be allowed.

### 2. Disbursements

#### 2.1 Disbursements

2.2.1 Disbursements will be charged at actual cost with no mark-up and no provision for profit supported by invoices/receipts - see clause R1230D (2018-06-21), GC 5 - Terms of Payment, section GC5.12 Disbursements. Disbursements shall include: materials, supplies, testing & analysis, equipment rentals, freight, subcontracting, sub-consulting, one time large printing jobs (i.e.: final reports, tender documents with full sized plans). Disbursements shall be invoiced with supporting documentation including back-up receipts. Aircraft charters for the purposes of transporting project personnel will not be treated as disbursements and shall be processed as a travel expense.

2.2.2 Disbursements must be specific project related and must not include expenses that are related to the normal operation of the Consultant's business or will be shared for other projects. The following costs must not be included in the disbursement fees required to deliver the consultant services and will not be reimbursed separately:

- Office equipment including telephones and cell phones;
- Personal Protective Equipment;
- First Aid Kits;
- computers;
- software;
- cameras;
- video cameras;
- Communications (such as Information Technology, telecom, faxcom, cellcom, day to day printing, courier, though not including satellite based communications necessary for remote site work)

2.1.3 Consumables and rental rates for handheld tools owned by Consultant will not be recovered as a disbursement and will be a Consultant cost to accomplish the work. The definition of consumables and handheld tools owned by Consultant includes but is not limited to all materials and supplies required to complete the objective of testing and analysis such as paper towels, plastic bags, pens, markers, shovels, first aid kits, tool kits, geotechnical sieves, hand tools, pin finders, personal protective equipment, two way radios, GPS trackers, cameras, etc. However, rental of internal Consultant specialized technical equipment may be invoiced with Project Authority approval.

## **2.2 Travel and Living Expenses**

2.2.1 In case of pre-authorized travel and living expenses, the Consultant will be paid for reasonable and proper travel and living expenses, supported by appropriate receipts, incurred by personnel directly engaged in the performance of the Work, calculated in accordance with the then-current National Joint Council on Travel and Living Expenses, at actual cost only without any allowance thereon for overhead or profit. Charges for air travel must not exceed that for economy class.

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

2.2.3 All payments are subject to government audit.

2.2.4 All information relating to National Joint Council Travel Directive 2.3 can be access through the following web site: <http://www.njc-cnm.gc.ca/directive/travelvoyage/index-eng.php>

## **3. Limitation of Expenditure**

With the exception of the firm elements above, the amounts shown in the respective categories of the Basis of Pricing are estimates, and it is the intention that changes from item to item will be accepted for billing purposes as the work proceeds, provided that the total cost of the authorized TA does not exceed the limitation of expenditure specified in the authorized TA.

## **4. Prices are F.O.B Destination**

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

## APPENDIX C2 - PRICE OFFER (will form Basis of Payment)

Name of Offeror: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

- A. Professional Fees Contract: Date of award to March 31, 2025.**  
**Resource Categories are listed below in no particular hierarchical order of cost.**  
**Time Based Fees: R1230D GC 5.2 (2015-02-25) Fee Arrangement(s) for Services**

Resource Category/ Title	Estimates Usage/Weight (%)	Hourly Rate	Evaluated Rate
Principal	2%	\$	\$
Traditional Knowledge Advisor	2%	\$	\$
Senior Professional	15%	\$	\$
Intermediate Professional	24%	\$	\$
Junior Professional	11%	\$	\$
Resident Engineer (on-site)	28%	\$	\$
On-Site Community Representative	5%	\$	\$
Senior Technologist	4%	\$	\$
Technologist	4%	\$	\$
CADD/Draftsperson	3%	\$	\$
Administration	2%	\$	\$
<b>Total evaluated Rate (100%)</b>			<b>\$</b>

\*Payment will be based on actual hours spent.

\*\*Hourly rate is applicable to both normal working hours and any other shift work as required.

Resources must have the following qualifications and years experience to be considered within the resource category:

Resource Category/ Title *	Minimum Qualifications/Job Descriptions	Minimum Years Experience
Principal	Professional engineering or equivalent related certification	20
Senior Professional	Professional engineering or equivalent related certification	12
Intermediate Professional	Professional engineering or equivalent related certification	5
Junior Professional	Professional engineering or equivalent related degree	-
Resident Engineer (on-site)	Professional engineering certification or related Technical degree	5

Senior Technologist	Technical degree or diploma/certificate	10
Technologist	Technical degree or diploma/certificate	3
Traditional Knowledge Advisor	Respected Elder(s) from the impacted community from one of the CLCAs applicable to the Contract with knowledge of the region's diverse culture, spirituality, history and land use. Roll of the Traditional Knowledge Advisor is to share, advise and pass on local knowledge to the Consultant team throughout the various phases of the project.	-
Onsite Community Representative	The Onsite Community Representative will be a person(s) from the impacted community from one of the CLCAs applicable to the Contract who will be available to support the Consultant team while onsite. The roll of the Onsite Community Representative will be to assist the Consultant's Resident Engineer with onsite activities such as data collection, water and soil sampling, recording of site conditions and overseeing the work and progress of the remediation contractor.	-

\* Where a Resource Category is requested in the rate table but Minimum Qualifications and Years Experience are not listed, there are no minimums.

### Annual Rate Adjustments

The firm hourly rates detailed in Appendix B1 - Price Proposal Form will be adjusted annually starting April 1, 2025, if the option to extend the contract is exercised. The adjustment amount will be established based upon the previous years firm hourly rate adjusted by the percentage change in the Average Weekly Earnings for Canada, unadjusted for seasonal variation, NAICS = Professional, scientific and technical services [541], excluding overtime, published by Statistics Canada, *Table 281-0026*, over the two immediately preceding Calendar years. Information is available electronically from:  
<https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1410020301&pickMembers%5B0%5D=1.1&pickMembers%5B1%5D=2.1&pickMembers%5B2%5D=3.2&cubeTimeFrame.startMonth=01&cubeTimeFrame.startYear=2021&cubeTimeFrame.endMonth=12&cubeTimeFrame.endYear=2021&referencePeriods=20210101%2C20211201>

### Example Calculation

The following formula will be used to calculate the percentage change as described in items 1 above:  
Percentage Change =

$$\frac{((\text{Sum of Indices for Calendar Year prior to Calendar Year of the Option Period}) - 1)}{\text{Sum of Indices for Calendar Year two years prior to Calendar Year of the Option Period}} \times 100$$

### Example Scenario

To calculate the firm hourly rate for the Option Year of the Contract, whereby the Option Year will commence April 1, 20X1, the firm hourly rate for Contract Year 4 would be increased by 2.64% based on the following assumptions:

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

Calendar Year Two Years prior to the Calendar Year of the Option Period - January 20X1 – December 20X1		Calendar Year prior to the Calendar Year of the Option Period - January 20X2 - December 20X2	
Month	Indice	Month	Indice
Jan. 2021	1,046.72	Jan. 2022	1,053.88
Feb. 2021	1,049.34	Feb. 2022	1,045.03
Mar. 2021	1,029.99	Mar. 2022	1,078.88
Apr. 2021	1,021.16	Apr. 2022	1,054.66
May. 2021	1,014.95	May. 2022	1,051.80
Jun. 2021	1,044.14	Jun. 2022	1,081.64
Jul. 2021	1,045.33	Jul. 2022	1,066.64
Aug. 2021	1,046.26	Aug. 2022	1,066.13
Sep. 2021	1,063.52	Sep. 2022	1,066.82
Oct. 2021	1,059.46	Oct. 2022	1,082.54
Nov. 2021	1,037.66	Nov. 2022	1,099.69
Dec. 2021	1,085.09	Dec. 2022	1,127.23
<b>Sum of Indices (20X1):</b>	<b>12,534.62</b>	<b>Sum of Indices (20X2):</b>	<b>12,874.94</b>

Percentage change =  $\left( \left( \frac{12,847.94}{12,543.62} \right) - 1 \right) \times 100 = 2.64\%$

**END OF PRICE PROPOSAL FORM**

## **APPENDIX D - INDIGENOUS COMMITMENTS AND CERTIFICATION FOR TASK AUTHORIZATIONS and ACHEIVEMENT REPORTING**

*For the successful Consultants only.*

***If an IOC was submitted as part of your bid:***

### ***If requested, prior to Task Authorization***

1. The Consultant must provide a summary of activities planned to meet their IOC in relation to the specific Task Authorization.
2. The Consultant must submit the following duly completed commitment tables below as part of their task authorization proposal. If no IOC plan was provided at the time of Contract, it is recommended that the Consultant still completes the commitment tables below (but it is not required).
3. By signing the Task Authorization form, the Consultant certifies that the information contained in the tables below is accurate and complete.
4. If the Consultant is unable to make commitments, valid justification must be submitted to Canada for review and acceptance.

### ***During the life of the task authorization / Upon task authorization completion***

1. If commitments are made, the Consultant must provide a summary of activities undertaken to meet the commitments made. At a minimum, the tables below must be completed again with supporting information (such as invoices, work logs, payroll receipts, etc.) by the Consultant prior to final payment. Depending on the duration of the Task Authorization, the Consultant may be asked to provide a summary of activities on a more frequent basis.
2. Any amendments to the scope of work can warrant renegotiation of the IOC commitments.
3. Information provided may be subject to verification.
4. The Certification and Achievement Reports must be submitted and accepted by Canada prior to each (and final) payment with details on how the Consultant met its commitments.
5. Failure to comply with the request to submit the certification and report within a 30 calendar daytime period may result in in Contract default and termination.
6. In the event that IOC commitments are not being achieved by the Consultant, the Consultant must complete the Due Diligence sections below. These sections may form part of the Consultant's corrective action plan.
  - a. Canada may also retain a percentage or amount of any invoice payment(s), up to the total dollar value of the IOC as follows:
    - i. The total IOC holdback may be retained by Canada under circumstances including, but not limited to, the following: original IOC Commitments, or modified IOC Commitments have not been delivered by the Consultant; or, Canada determines that sufficient evidence has not been provided by the Consultant demonstrating that IOC commitments could not be delivered due to circumstances outside of the Consultant's control.
    - ii. If a Consultant fails to meet their Commitments, unless for circumstances outside the Consultants control, the consultant may be subject to GC7 Taking the Services out of the Consultant's Hands, Suspension or Termination.

### ***General***

1. The Project Authority will have the right to ask for additional information to verify the certification. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will constitute a default under the Contract.

2. For follow-up purposes, the communities may be provided with copies of the Consultant's Indigenous commitments and periodically receive performance monitoring results.
3. The certifications provided by the Consultants to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a Consultant in default if any certification made by the Consultant is found to be untrue, whether made knowingly or unknowingly, during the contract period.

## **IOC Holdback Valuation and Release Conditions**

### **IOC Holdback Valuation**

In determining the amount subject to IOC holdback, Canada may consider:

1. the overall value of the Consultant's IOC and TA commitments;
2. the weight of the IOC in the bid evaluation; and
3. the past and ongoing performance of the Consultant in delivering IOC commitment under this Contract.

### **IOC Holdback Release Conditions**

1. In this Contract, the term "IOC holdback" is a portion of invoice payment(s) retained by Canada which Canada would have otherwise made to the Consultant but for the Consultant's delay or failure to demonstrate that its IOC obligations have been met.
2. In this contract the term "IOC holdback amount" is the cumulative amount that Canada has retained as a result of the IOC holdback.
3. Canada may release all or a portion the IOC holdback if:
  - a. the Consultant demonstrates that failure to meet its obligations in the IOC was due to circumstances out of the Consultant's control and that reasonable efforts were made to achieve the commitments. This can be demonstrated in the IOC Achievement Reports below;
  - b. the Consultant proposes acceptable modifications to the obligations in the IOC (may include adjustments to the timing in which IOC commitments will be delivered) subject to approval, in advance, by Canada. This can be proposed in the IOC Achievement Reports below, if requested by the Contracting Authority);
  - c. the Consultant has demonstrated that it has delivered a part or portion of IOC obligations; or
  - d. Canada deems it appropriate to do so.
4. In determining the IOC holdback Amount that may be released to the Consultant, Canada will consider the difference between the actual IOC achieved as demonstrated in the IOC Achievement Reports against the Consultant's IOC Commitments.
5. Nothing in this section will be interpreted as limiting the rights or remedies which Canada may otherwise have under this contract.

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

## IOC COMMITMENTS AND ACHIEVEMENT REPORT

The certification and a separate report are to be submitted for each Task Authorization. **Failure to comply may result in Contract default and termination.**

<b>Task Authorization #</b>	
<b>Task Authorization Title:</b>	
<b>Task Authorization Progress:</b>	<input type="checkbox"/> Initial TA IOC Commitment <input type="checkbox"/> Progress Summary # _____ <input type="checkbox"/> TA Close-Out

### TABLE 1 – Office Existence/Creation

Existence of Consultant's new or existing offices for performing work under the government Contract. Offices can be head offices, administrative offices, and/or other staffed facilities in either Settlement Area.

Consultants must provide details regarding the locations submitted. Information should include:

- a description of the locations, including addresses;
- proof of Indigenous Ownership, if applicable;
- describe the nature and function of the firm's presence; and
- number of years the firm has been in the identified locations.

Name of Business and Address	Nature of Presence and Office Type

## TABLE 2 – Indigenous Employment and Sub-Contracting

The employment of Indigenous personnel as eligible labourers in carrying out the work of the Task Authorization must meet the following criteria:

- An individual who is performing services related to the project for a consultant/ contractor, subconsultant/ subcontractor, or supplier who has a task authorization with PWGSC to do work related to the project.

Employment Type or Position	Indigenous Employee	Company Name	Indigenous Company	Labour Hours (X)	Hourly Rate (Y)	Total Dollar Value (X*Y)
	Y/N		Y/N	HRS	\$	\$
	Y/N		Y/N	HRS	\$	\$
	Y/N		Y/N	HRS	\$	\$
	Y/N		Y/N	HRS	\$	\$
	Y/N		Y/N	HRS	\$	\$
	Y/N		Y/N	HRS	\$	\$
<b>Total Estimated Indigenous Labour Costs for this Task Authorization</b>						<b>\$</b>

### TABLE 2.1 – Indigenous Employment and Sub-Contracting Due Diligence (if applicable)

On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report

IOC Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative Commitments (Use additional pages if necessary)

Comments (Use additional pages if necessary)

### TABLE 3 – Indigenous Training and Skills Development

Consultants should provide a commitment to deliver training or development programs for Indigenous people from the areas of the applicable CLCAs, applicable to the Task Authorization, at no additional cost to Canada.

- Consultants are to identify what “on-the-job-training” will consist of, the category of work, estimated number of hours and number of persons to be trained.
- Apprenticeship and/or applicable training and skill development programs are considered delivered when the receiving individuals have acquired certified work skills. This is typically achieved through an independent third party certification process.
- Participation in training and skill development programs that are included in the scope of the contract are not eligible for consideration (such as mandatory health and safety training).

Employment Type or Position	Type of Training and/or Skills Development	Indigenous Employee	Training and/or Skills Development Hours	Total Dollar Value
		Y/N	HRS	\$
		Y/N	HRS	\$
		Y/N	HRS	\$
		Y/N	HRS	\$
		Y/N	HRS	\$
Total Indigenous Training Hours / Dollar Value			HRS	\$

#### TABLE 3.1 – Training and Skills Development Due Diligence (if applicable)

On track (Yes or No) ? If no, the sections below MUST be completed prior to submission of this report

IOC Deviation Explanations (Use additional pages if necessary)

Proposed Adjustments and/or Alternative Commitments (Use additional pages if necessary)

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

Comments **(Use additional pages if necessary)**

#### **TABLE 4 – Community Development**

Consultants should provide a commitment to deliver a community development program for Indigenous people from the areas of the applicable CLCAs, applicable to the Task Authorization, at no additional cost to Canada.

Proposed Community Development Plan **(Use additional pages if necessary)**

#### **TABLE 4.1 – Community Development Due Diligence** (if applicable)

On track (Yes or No) ? If no, **the sections below MUST be completed prior to submission of this report**

IOC Deviation Explanations **(Use additional pages if necessary)**

Proposed Adjustments and/or Alternative Commitments **(Use additional pages if necessary)**

Comments **(Use additional pages if necessary)**

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

**NOTE:** *If no commitments are indicated above, Consultants are required to provide an explanation/rationale below as to how they've determined no Indigenous opportunities are available. This rationale should include details such as what opportunities were considered and researched, if the Indigenous community was consulted in search of opportunities, etc.*

**Rationale for No Commitments:**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

In addition to the tables above, Consultants must provide details below on how they are meeting their IOC commitments. This should include details on how the Consultant is meeting their Community Development or Business Plan, what progress the Consultant has made towards creating Indigenous capacity and sources of supply, what steps the Consultant is taking or has taken to maximize their employment of Indigenous persons and any other relevant undertakings not already captured in the tables above such as scholarships, engagements, outreach projects or specialized training.

**Overall IOC Progress Update:**

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

*Upon Task Authorization Completion*

**CONSULTANT ACHIEVEMENT CERTIFICATION**

The Consultant must submit the following certification if Task Authorization commitments were made, along with the tables above reflecting achievements realized.

**ACHIEVEMENT CERTIFICATION**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

**The Consultant certifies the information contained in the tables above are accurate and complete**

**Submit Plan and Certification for each Task Authorization to either the Departmental Representative or the Contracting Authority.**

**NOTE:** *Consultants who fail to apply their overall IOC plan to the specific Task Authorization, may be considered to be in default of their contractual obligations and subject to GC7 Taking the Services out of the Consultant's Hands, Suspension or Termination.*

## APPENDIX E – GREAT BEAR LAKE MINE REMEDIATION GOVERNANCE AGREEMENT

The following document is only available in English.

### GREAT BEAR LAKE MINE REMEDIATION GOVERNANCE AGREEMENT

**Vision:** restoring the area to a physical state acceptable to the community of Déljñę and fully compliant with regulatory standards and direction; completing restoration in a manner that creates and leaves significant social, economic and cultural legacy benefits in the community and furthers the purposes of reconciliation.

**Guiding Principle:** the remediation program, or Project, will proceed at a scale and sequence consistent with the capacity and support of Déljñę and its potential partners and compliant with Treasury Board and federal policies and guidelines.

#### Objectives:

##### 1. Governance

The responsibility for remediation is:

- Jointly managed by the Government of Canada and the Déljñę Got'jñę Government through a formal government-to-government relationship as described in the Management Committee Terms of Reference (see Annex A);
- The Management Committee will provide broad strategic direction for the Project, and all major decisions regarding the remediation will be made by consensus of the two governments.

##### 2. Environment

Sites are to be remediated to a standard that:

- Minimizes risk to downstream water quality;
- Eliminates exposure to all hazardous materials on-site (off-site disposal);
- Minimizes exposure to all non-hazardous foreign materials on-site, whether through on-site landfill or off-site disposal;
- Isolates exposed tailings from the environment through inert cover or revegetation;
- Supports the return of wildlife and fish to the region to as near pre-disturbance conditions as feasible; and
- Is consistent with the objectives of the Tsá Tué International Biosphere Reserve.

##### 3. Economy

The process of remediating the sites is to:

- Build capacity (including training, equipment and infrastructure) in Déljñę to enable the community to participate in site remediation as fully as possible;
- Involve Déljñę residents and businesses in site remediation to the maximum degree possible given capacity constraints;
- Provide the greatest possible economic return to the community; and

- Leave legacy capacity in the community, including trained staff, residents and businesses, and equipment and infrastructure, that will enable the community to capture other economic opportunities.

#### **4. Culture**

Site remediation will be completed in a manner that restores the land to a state that is culturally acceptable to the community of Délı̨ne, enabling a return to traditional activities, healing and rebuilding relationships with the land.

To ensure that when the sites are remediated, residents will be and feel safe, secure and comfortable in resuming their traditional activities in the area, the community of Délı̨ne will be involved in setting remediation standards, undertaking remediation activities, monitoring remediation activities, conducting post-remediation inspections, and undertaking effects and compliance monitoring.

#### **5. Governance Structure**

Through the endorsement of this governance agreement, the Parties commit to fulfilling the following terms of participation. In addition to these terms, the Parties agree to pursue effective communication and leadership on project-related issues in a transparent and good-faith manner.

Each component of the governance structure entails participation by the Parties as described in each associated terms of reference. Participation at each level of the governance structure is critical to ensuring the success of this agreement.

The governance structure is comprised of:

##### **(a) The Remediation Management Committee (Terms of Reference – Annex A)**

The Remediation Management Committee is a forum for the Parties to jointly and equally participate in key decisions affecting all aspects of the Project. The committee will also monitor project performance to support continuous improvement of the project's processes, practices, and results.

The Remediation Management Committee is also a formal mechanism to support Crown-Indigenous Relations and Northern Affairs Canada in effectively discharging its responsibilities associated with the Project in the context of reconciliation.

##### **(b) The Operations Committee (Terms of Reference – Annex B)**

The Operations Committee is a forum for representatives of the Parties to provide support, assurance, and advice on the Project's environmental and operational aspects as it progresses through the planning and various design stages into full



remediation and post-remediation. Sub-committees of the Operations Committee may be formed by the Parties, as needed.

## 6. Dispute Resolution

The Parties agree to the following dispute resolution principles and process:

- a. Good-Faith Discussions – The Parties will endeavour to resolve disputes through good-faith discussions or other informal means before moving the dispute to a formal resolution approach.
- b. Dispute Resolution Register – Should resolution not be reached, the Parties will have the opportunity to register the dispute on the Dispute Resolution Register to elevate the dispute within the governance structure for resolution. The Register will contain agreed-upon facts of the dispute, a brief statement of the points of disagreement, and, if possible, options for resolution to be discussed.
- c. Resolution – If a dispute cannot be resolved within the governance structure, it will be comprehensively documented and referred to the Minister of Northern Affairs and the ʔekw'ahtǫ́dé to resolve.
- d. For greater certainty, nothing contained in this agreement or otherwise shall constitute a waiver or relinquishment of any rights and remedies of the Parties regarding any action arising out of this agreement under applicable law or in equity.

Agreed:

  
ʔekw'ahtǫ́dé Leeroy Andre  
Délǫ́nǫ́ Got'ǫ́nǫ́ Government

Date: 2-23-21

  
Serge Beaudoin, Assistant Deputy Minister  
Northern Affairs Organization  
Crown-Indigenous Relations and Northern Affairs Canada

Date: 23 Feb 2021

## **Annex A: REMEDIATION MANAGEMENT COMMITTEE TERMS OF REFERENCE**

### **Purpose**

The Remediation Management Committee is established to set the Project's broad strategic direction and ensure that the Parties' responsibility for remediation is jointly overseen. All major decisions regarding the remediation program, including setting remediation standards, objectives and success criteria, and other elements of the Project, will be made by consensus of the two governments in accordance with the Vision, Principles and Objectives document. If consensus cannot be reached, then the matter will be referred to the dispute resolution process (see section 6 of Vision, Principles and Objectives).

### **Structure and Membership**

The Remediation Management Committee shall be composed of the following:

- **Déljñę Got'jñę Government**
  - ʔekw'ahtjǵé (co-chair), Déljñę Got'jñę Government
  - A representative of the Déljñę ʔqhdā K'áowē Kē
  - A member of the Déljñę K'aowədó Kē
- **Crown-Indigenous Relations and Northern Affairs Canada**
  - Director General, Northern Contaminated Sites Program (co-chair)
  - Senior Manager, Contaminants and Remediation Division, NWT Region
  - Project Manager, Contaminants and Remediation Division, NWT Region

Observers may be invited to attend Remediation Management Committee meetings with the agreement of the Parties.

### **Scope**

The Remediation Management Committee shall undertake the following activities:

- Oversee and provide guidance on the overall delivery of the Project;
- Monitor project performance in accordance with the Project objectives;
- Ensure the Parties' interests are represented across all levels of the Project's governance structure; and
- Act as a dispute resolution mechanism for issues raised during Project execution.

To execute its responsibility, the Remediation Management Committee shall be provided with clear, concise and timely information from the Operations Committee on the Project's progress and performance measured against the key project documents.

## Goals

The Remediation Management Committee shall ensure that:

- The Project is progressing such that the sites are remediated to a standard acceptable to Déljñę;
- The Project is enabling Déljñę residents and businesses to benefit from the work, including but not limited to the following:
  - Training for local residents;
  - Preferential business contracting for local businesses;
  - Education opportunities in reclamation science and project management for qualified Déljñę students.
- The Project aligns with Federal/Territorial mandates and policies and industry best practice;
- There is continuous, ongoing, full and effective communication between the Parties, including providing a forum for regular discussion of:
  - Project governance;
  - Socio-economic benefits; and,
  - Effective communication and engagement strategies.

## Guiding Principles

Remediation Management Committee members will have full opportunity to voice their opinions and participate such that:

- Discussions will take place in the spirit of cooperation and recognition of the shared goals of reconciliation, sound environmental stewardship; and,
- Discussions and decisions will be made acknowledging the range of viewpoints from the Parties.

## Meeting Procedures

The Remediation Management Committee shall:

- Be co-chaired by the Déljñę Got'jñę Government and Crown-Indigenous Relations and Northern Affairs Canada;
- Meet a minimum of four times per year. Additional meetings may occur as agreed to by the Parties;
- Receive Executive and Secretariat support by Crown-Indigenous Relations and Northern Affairs Canada, including the tabling or distributing agendas, background documents, issue papers, and other documentation to the Committee well in advance of meetings; and
- Receive meeting minutes compiled and circulated by the Secretariat before meetings.



Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

### **Roles and Responsibilities**

It will be the responsibility of each co-chair to ensure that groups, organizations, agencies, and departments within their area of responsibility are informed of the Remediation Management Committee's work and have an opportunity to provide input into that work.

It is the responsibility of all Remediation Management Committee members to attend the meetings, engage in meaningful discussions related to the Project, and report back to their respective organization(s)/constituents regarding all pertinent information. The Remediation Management Committee members will be responsible for respecting the confidentiality of all sensitive information, documents, and discussions shared in meetings.



## **Appendix B: OPERATIONS COMMITTEE TERMS OF REFERENCE**

### **Context**

Technical review and oversight are required to ensure that the Project's environmental and operational objectives reflect the views of Déljñę and ensure that remediation activities achieve those objectives and remain on track. Environmental and operational issues will be addressed through internal CIRNAC procedures and expertise, consultant expertise as required, regulatory bodies and a joint DGG-CIRNAC Operations Committee.

### **Structure and Membership**

The Operations Committee will be made up of the following:

- **Déljñę Got'jñę Government**
  - The lead technical representative of the DGG (co-chair)
  - A representative of the Déljñę ʔq̄hda K'áowē Kē
  - A member of the Déljñę K'aowədó Kē
  - An additional technical representative of the DGG
- **Crown-Indigenous Relations and Northern Affairs Canada**
  - Project Manager, Contaminants and Remediation Division, NWT Region (co-chair)
  - Up to three other CIRNAC representatives

Observers may be invited to attend the Operations Committee meetings with the agreement of the Parties.

CIRNAC will assign an Operations Committee Coordinator to act as the Operations Committee Secretariat

### **Purpose**

The Operations Committee will provide advice and recommendations on all environmental and operational aspects of the Project to the Parties. It will support engagement with Project partners on a consistent basis by providing relevant and timely project updates.

The Operations Committee will complete reviews to ensure that:

- The Project conforms with priorities, standards and scope as outlined in key project documents;
- The Project supports the overarching Vision, Principles and Objectives;



- Designs and plans are technically sound, achieve value for money and reflect the vision and values of Délinç; and
- The Project aligns with Federal/Territorial mandates and policies, and industry best practices.

### Scope

The scope of work for the Operations Committee shall include, but not be limited to, the following:

#### Environmental and Operational Advice and Recommendations

- Provide advice and recommendations, as requested, on environmental and operational aspects of the Project;
- Where requested, participate in additional technical workshops that may be scheduled from time to time; and
- Recommend and/or participate in special studies to support the Project design, as required.

#### Information Updates

- Receive information updates from the project team on environmental and operational matters. These may include on-going site operations, construction implementation and monitoring; and
- Where appropriate, provide comments or recommendations related to information updates.

### Procedures

The Operations Committee will endeavour to meet monthly with additional meetings on an ad hoc basis, as necessary, to deal with issues and additional workload that may arise. Meetings will be held remotely and are expected to last no more than one hour; as appropriate, at least one annual face-to-face meeting will be held.

Documents will be shared with the Operations Committee with sufficient time for review ahead of scheduled meetings. This timing will change based on the complexity and size of documents requiring review.

Operations Committee members will review documents ahead of scheduled meetings and come prepared to discuss and provide recommendations where appropriate.

Agendas will be disseminated by the Coordinator at least one (1) week in advance of meetings. Draft minutes of the proceedings will be distributed to the Operations Committee by the Coordinator within one (1) week of the meetings. The Operations Committee members will review draft minutes within two (2) weeks of receipt. Final minutes will be shared with all parties.



Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

Technical recommendations by the Operations Committee are arrived at by consensus. If the committee cannot achieve consensus, a technical briefing outlining the Operations Committee's considerations will be prepared by the Operations Coordinator for presentation to the Remediation Management Committee, which shall determine the appropriate option.

The Operations Committee is part of the broader governance structure. Should a situation arise within the Operations Committee that cannot be appropriately addressed through discussion within the Operations Committee or through the consensus process for technical recommendations noted above, these will be directed to the Remediation Management Committee for consideration and direction.



Solicitation No. - N° de l'invitation  
**EW699-221960/A**  
 Client Ref. No. - N° de réf. du client  
**EW699-221960**

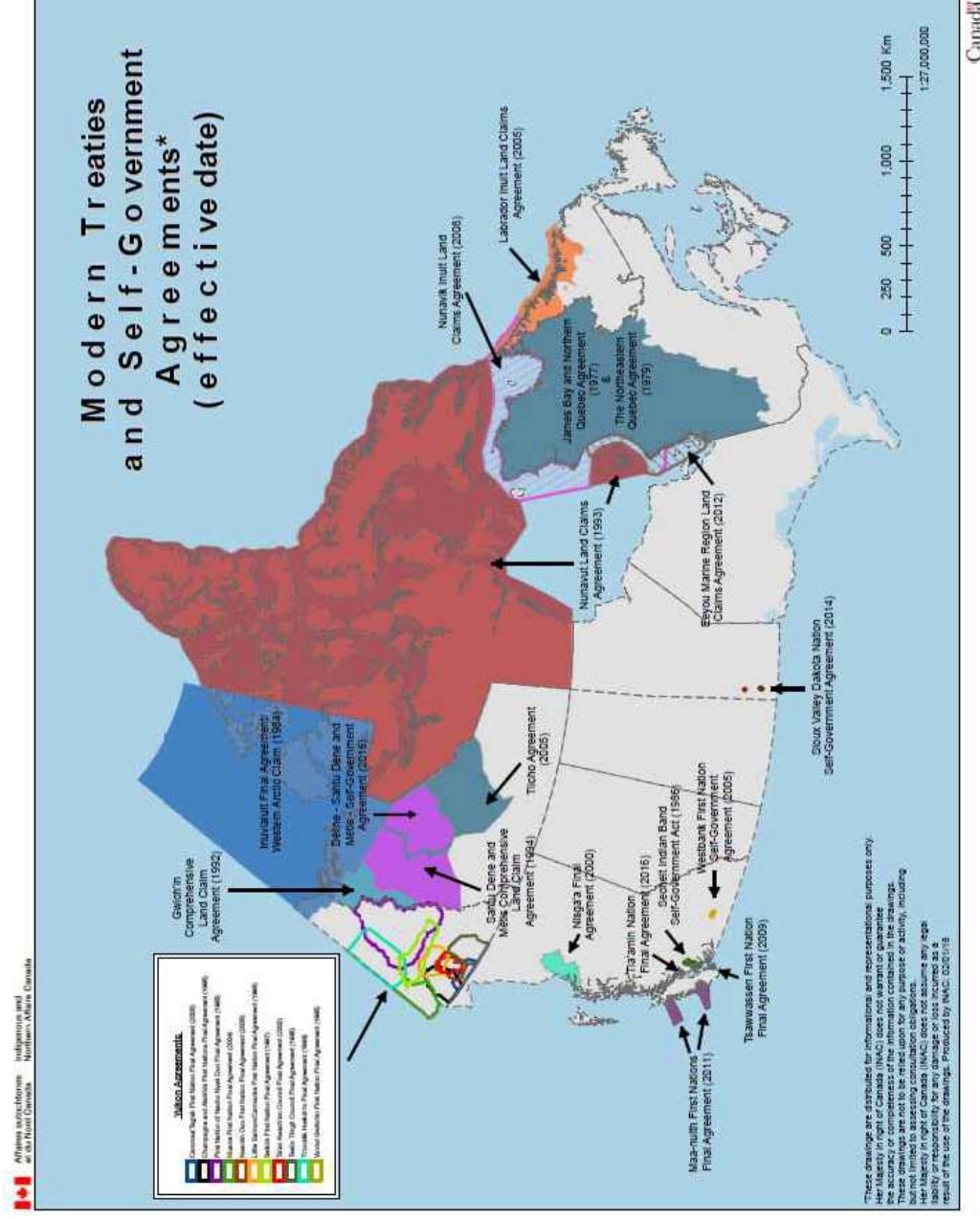
Amd. No. - N° de la modif.  
**NCS-1-44139**  
 File No. - N° du dossier  
**NCS-1-44139**

Buyer ID - Id de l'acheteur  
**NCS016**  
 CCC No./N° CCC - FMS No./N° VME

## Déjine Business List

Applicant Name	Box #	Tel#	Email	Business Type	Industry Type	Licence #	Expiry
Dolphus, Gina	4	(867) 589-3514	gdolphus@hotmail.com	Home Based	Arts & Crafts	22-009	2022-03-31
Neyelle, Bernice	64	(867) 589-3528	berniceneyelle@hotmail.com	Home Based	Catering for Outfitters	22-031	2022-03-31
Neyelle, Bernice	64	(867) 589-3528	berniceneyelle@hotmail.com	Home Based	Bed and Breakfast	22-015	2022-03-31
Roche, Paulina	137	(867) 589-4632	paulina_roche@hotmail.com	Home Based	Convenience Store	22-017	2022-03-31
Roche, Paulina	137	(867) 589-4632	paulina_roche@hotmail.com	Home Based	Bed and Breakfast	22-008	2022-03-31
Yukon, Caroline	86	(867) 589-3374		Home Based	Catering Services	22-029	2022-03-31
Dymont, Dave		(867) 589-3361	manager@greatbear.coop	Commercial	Fuel Distributor	22-002	2022-03-31
Dymont, Dave		(867) 589-3361	manager@greatbear.coop	Commercial	Food/ General store	22-003	2022-03-31
Taniton, Leanne	156	(867) 589-8100 x 1011	business.manger@gov.deline.ca	Commercial	Restaurant &	22-006	2022-03-31
Roche, Kevin	137	(867) 589-4632	keson.roche67@gmail.com	Home Based	Electrical Services	22-018	2022-03-31
Bayha, Danny		(867) 589-3119	bobcat3502@live.ca	Commercial	General Contracting	22-019	2022-03-31
Naedzo, Elaine	82	(867) 688-0685		Home Based	Canteen Services	22-021	2022-03-31
Nickson, Mark		(867) 589-3311		Commercial	Grocery, Clothing &	22-001	2022-03-31
Taniton, Leanne	156	(867) 589-8100	business.manger@gov.deline.ca	Commercial	Property Maintenance	22-005	2022-03-31
Yukon, Christopher	86	(867) 589-3374		Home Based	Slashing/ Contracting	22-007	2022-03-31
Taniton, Leanne	156	(867) 589-8100	business.manger@gov.deline.ca	Commercial	Property Management	22-004	2022-03-31
Gaudet, Danny	80	(867) 589-4625	danny.gaudet@gmail.com	Commercial	General Contracting	22-022	2022-03-31
Taniton, David	29	(867) 765-8782	dtaniton@hotmail.com	Home Based	Sole Proprietor	22-025	2022-03-31
Mackeinzo, Marion	239	(867) 688-6100		Home Based	Take Out Services	22-035	2022-03-31
Gaudet, Danny	80	(867) 589-4625	danny.gaudet@gmail.com	Commercial	General Contracting	22-032	2022-03-31
Ellton, Arabella	34			Home Based	Fast Food/ Bakery	22-034	2022-03-31
Taylor, Cathy	118			Home Based	Gift services	22-033	2022-03-31

## APPENDIX F – MODERN TREATIES AND SELF-GOVERNMENT AGREEMENTS MAP



Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

## **APPENDIX G - DOING BUSINESS WITH PWGSC DOCUMENTATION AND DELIVERABLES MANUAL**

See Attachments section (under Solicitation documents section) for Doing Business with PWGSC Documentation and Deliverables Manual.

## **APPENDIX H - TERMS OF REFERENCE**

See Attachments section (under Solicitation documents section) for the Terms of Reference. Recent project reports are also available as separate files, please contact the Contracting Authority to obtain access.

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

## **APPENDIX I – QUARTERLY SOCIO-ECONOMIC REPORTING**

The Quarterly Socio-Economic Report is a spreadsheet comprised of four worksheets (below) to compile data related to the project related to each respective item. The report is due quarterly to the Project Authority for the duration of the Contract. The spreadsheet will be provided to the successful Consultant after Contract award.

### **Worksheets**

**Worksheet 1** – Employment and Training;

**Worksheet 2** – Suppliers;

**Worksheet 3** – Environmental Health and Safety; and


**Worksheet 3** – Engagement Events

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

## APPENDIX J - TASK AUTHORIZATION FORM PWGSC-TPSGC 572

Clear Data - Effacer les données		Instructions - Page 1	Instructions - Page 2	Annex Annexe
 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		
<b>Task Authorization</b> <b>Autorisation de tâche</b>			Contract Number - Numéro du contrat	
Contractor's Name and Address - Nom et l'adresse de l'entrepreneur		Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)		
		Title of the task, if applicable - Titre de la tâche, s'il y a lieu		
		Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$		
Security Requirements: This task includes security requirements Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité <input type="checkbox"/> No - Non <input type="checkbox"/> Yes - Oui If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat				
<b>For Revision only - Aux fins de révision seulement</b>				
TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu		Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$	
<b>Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.</b>		<b>Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.</b>		
<b>1. Required Work: - Travaux requis :</b>				
A. Task Description of the Work required - Description de tâche des travaux requis		See Attached - Cf-joint <input type="checkbox"/>		
B. Basis of Payment - Base de paiement		See Attached - Cf-joint <input type="checkbox"/>		
C. Cost of Task - Coût de la tâche		See Attached - Cf-joint <input type="checkbox"/>		
D. Method of Payment - Méthode de paiement		See Attached - Cf-joint <input type="checkbox"/>		

PWGSC - TPSGC 572 (2014-04)

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

Annex  
Annexe \_\_\_\_\_

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PWGSC Contracting Authority - Autorité contractante de TPSGC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Solicitation No. - N° de l'invitation  
EW699-221960/A  
Client Ref. No. - N° de réf. du client  
EW699-221960

Amd. No. - N° de la modif.  
File No. - N° du dossier  
NCS-1-44139

Buyer ID - Id de l'acheteur  
NCS016  
CCC No./N° CCC - FMS No./N° VME

## APPENDIX K - TASK AUTHORIZATION USAGE REPORT

The Contractor must provide quarterly Task Authorization (TA) usage reports. The Contractor agrees that it is their responsibility to implement a system for tracking TAs under this Contract for the purposes of providing usage reports. This is to ensure that the Limitation of Expenditure indicated for "as and when requested" Work under this Contract is not exceeded.

Each Task Authorization Usage Report must include all the completed TAs for goods and services supplied under this Contract.

Task Authorization Usage Report Submission Schedule:

REPORT DUE	WORK PERIOD START DATE	WORK PERIOD END DATE
15 October	01 April	30 September
15 April	01 October	31 March

The Contractor must provide information on each completed TA using the following format:

TA NUMBER	TA DOLLAR VALUE (GST INCLUDED)	CUMULATIVE TA DOLLAR VALUE (GST INCLUDED)	COMMENTS
<b>Total Dollar Value of TAs for this Period:</b>			
<b>Accumulated TAs to Date (Cumulative Dollar Value + Period Dollar Value):</b>			

[ ] Check this box if you are submitting a **NIL REPORT** (We have not done any business with Canada under this Contract, for this period).

**SEND TO:**

[TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.ROPAequipedesoutien-WRAPSupportTeam.PWGSC@tpsgc-pwgsc.gc.ca)

Or

Facsimile: (780) 497 – 3510