

RETURN BIDS TO :**RETOURNER LES
SOUMISSIONS À:**Alexander.cormierhowie@sac-isc.gc.ca**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION****Proposal To:** Crown Indigenous Relations
and Northern Affairs 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 thereof.

Proposition aux: Relations Couronne-
Autochtones et Affaires du Nord Canada

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Title – Sujet RCAANC/CIRNAC - Engineering consultants for the assessment phase for Arctic Gold and Silver and Venus Mine Site	
Solicitation No. – N° de l'invitation 1000233470	Date July 20 th , 2022
Client Reference No. – N° référence du client N/A	
GETS Reference No. – N° de reference de SEAG PW-22-01001927	
File No. – N° de dossier N/A	CCC No. / N° CCC - FMS No. / N° VME N/A
Solicitation Closes – L'invitation prend fin at – à 02 :00 PM on – le August 25th, 2022	Time Zone Fuseau horaire EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Inquiries to : - Adresser toutes questions à: Alexander.cormierhowie@sac-isc.gc.ca	Buyer Id – Id de l'acheteur DY6
Telephone No. – N° de téléphone : 873-354-0959	FAX No. – N° de FAX N/A
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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this file.

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The [2003](#) 2020-05-28 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted electronically only to Crown Indigenous Relations and Northern Affairs Canada (CIRNAC) by the date, time and e-mail address indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by any other means to CIRNAC will not be accepted.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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 Bidder a FPS in receipt of a pension? **Yes () No ()**

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

name of former public servant;

date of termination of employment or retirement from the Public Service.

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

Section III: Certifications

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

3.1.1 Electronic Payment of Invoices – Bid

The method of invoice payment by Crown Indigenous Relations and Northern Affairs Canada (CIRNAC) is by direct deposit to the Contractor's financial institution of choice.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Attachment 1 to Part 4.

4.1.1.2 Point Rated Technical Criteria

See Attachment 1 to Part 4.

4.1.2 Financial Evaluation

See Attachment 2 to Part 4.

4.1.2.1 Evaluation of Price – Bid

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price - Bid

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 106 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 151 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 75% for the technical merit and 25% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (75%) and Price (25%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

ATTACHMENT 1 to PART 4 OF THE BID SOLICITATION**TECHNICAL EVALUATION****Mandatory Technical Criteria**

Failure to meet any of the mandatory technical evaluation criteria will result in the Bidder's bid being declared non responsive and given no further consideration.

***Definitions:**

Remote is defined as having no all-season road access connected to major centers.

Northern is defined as north of 60 degrees latitude (Yukon, NWT, Nunavut).

ITEM	CATEGORY	Criteria
M1	Corporate Profile	
	<p>The Bidder MUST provide a corporate profile that indicates the Bidder's capabilities as a firm and experience in the provision of services relevant to, and similar to those described within the Statement of Work (SOW). At a minimum, the Bidder MUST include within the corporate profile:</p> <ul style="list-style-type: none"> a) The full legal name of the firm submitting the Bid (including, as applicable, all joint venture) b) Evidence that the Bidder's firm has been in business for a minimum of five (5) years, by providing the date of incorporation of the firm. If the bid is being submitted as a joint venture, at least one of the parties must have been in business for a minimum of five years. c) The extent of the Bidder's experience in the provision of services specifically relating to environmental and geotechnical assessments in northern environments. 	Meets/Does Not Meet
M2	Proposed Resources	
	<p>The Bidder MUST propose a resource team to provide services under the resulting Contract. The Bidder's proposed resource team must include members of the below resource categories as described within the Statement of Work Each proposed resource must demonstrate the minimum education and experience requirements, stated below in M2.1, to be eligible to perform work under the resulting Contract.</p> <p>The Bidder MUST include résumés for the following resource categories and number of personnel. Note that one named resource can be included for both the Senior Project Manager and Senior Environmental Professional OR the Senior Geotechnical Professional, however one named resource cannot be included for both the Senior Environmental Professional and the Senior Geotechnical Professional; or for all three of the below resource categories.</p>	Meets/Does Not Meet

	<ul style="list-style-type: none"> • Senior Project Manager (2); • Senior Environmental Professional (2); and • Senior Geotechnical Professional (2). <p>If more than the required resources above are proposed for any one resource category, the Evaluation Committee will only consider the required named resources listed in the order in which they are presented in the Bidder's Proposal.</p> <p>Résumés SHOULD not exceed five (5) pages in length. If résumés are longer than the requested length, only the first five pages will be considered. The proposed resources will also be evaluated further in Section R2.1 under the Rated Requirements.</p> <p>All résumés should include relevant work experience, projects, professional designations, evidence of relevant skill and ability application, and a chronological listing of any relevant training completed or certification received. Résumés which include certifications should include the year the training was taken and/or the validity period for the training. Résumés should also include experience on similar projects, experience working in remote northern environments, and experience in the proposed project role. Graduate work will NOT be considered as experience in the field.</p> <p>The Bidder MUST include a copy of the degree(s)/accreditation(s) received by each proposed resource category.</p> <p>Accreditation for professional resources can be in any jurisdiction in Canada. It should be noted, however, that to actually perform work in Yukon, engineers and geoscientists are required to become licensed with Engineers Yukon.</p> <p>Where education and qualifications are confirmed prior to acceptance by a professional organization, copies of the degree(s)/certification(s) will not be required (e.g. P. Eng., P. Geo, RPBio, PAg etc.). Copies of valid professional accreditation or certification will be sufficient to satisfy this requirement and must be provided.</p>	
M2.1	<p>The Consultant's <i>Senior Project Manager(s)</i> MUST each have:</p> <ol style="list-style-type: none"> a) A minimum of 10 years demonstrated experience in environmental or engineering fields; and b) 5 years of project management experience and a Professional accreditation in a related field, such as, but not limited to: Engineering, Biology, Chemistry, or Geology; OR 7 years of project management experience and a Masters or Ph.D. in a scientific discipline; OR 10 years of project management experience and a bachelor's degree in an applicable engineering or scientific discipline. <p>The Consultant's <i>Senior Environmental Professional(s)</i> MUST each have:</p> <ol style="list-style-type: none"> a) A minimum of 10 years demonstrated experience in environmental or engineering fields, including Human Health and Environmental Risk Assessments (HHERAs); and b) Professional accreditation in, but limited to, Engineering, Biology, Chemistry, or Geology; <p>The Consultant's <i>Senior Geotechnical Professional(s)</i> MUST each have:</p> <ol style="list-style-type: none"> a) A minimum of 10 years demonstrated experience in geotechnical or engineering fields; and b) Professional accreditation in, but limited to, Engineering or Geology. 	
M3	Project Summaries	

<p>The Bidder MUST provide three (3) written project summaries describing in detail the Bidder's experience in successfully providing environmental and geotechnical assessment services relevant to, and similar to services as defined in the Statement of Work. The summaries should detail the Bidder's experience in successfully providing services in remote northern environments where possible.</p> <p>If more than three (3) project summaries are included within the bid, the Evaluation Committee will only consider the first three (3) listed, in the order in which they are presented in the bid.</p> <p>Each project summary should be no longer than 3 pages in length. If longer than 3 pages, only the first three pages will be evaluated.</p> <p>Projects MUST have taken place during the past ten (10) years. Projects MUST be completed. Only completed projects will be evaluated.</p> <p>Written project summaries should include the following information (a-g):</p> <ul style="list-style-type: none"> a) The name of the client organization project authority including a contact name and telephone number; b) Clearly identify the project team and their roles; c) A description of the clients requirements and the type and scope of services provided to the client by the Bidder; d) A project schedule including the dates/duration of the project; e) The dollar value of the project (to the bidder); f) Deliverables; g) In each example, identify if there was Indigenous involvement in the project. Describe details as stakeholders, consultations, employment opportunities, etc. <p><i>CIRNAC reserves the right to contact the named client project authorities. Should CIRNAC choose to contact the project authorities, the following series of standardized questions will be posed to the authority. Should one (1) or more named client project authorities provide a negative reference regarding the accuracy or validity of information provided in the bid regarding the Bidder's previous work performance, CIRNAC reserves the right to deem the bid noncompliant, and give it no further consideration.</i></p> <p>1)Your name was provided as a reference for <INSERT NAME OF BIDDER/RESOURCE >, with regard to a sample of a project that this <BIDDER/RESOURCE>, has performed for you, in relation to a Request for Proposals from Crown-Indigenous Relations and Northern Affairs Canada, a department of the Government of Canada.</p> <p><INSERT NAME OF PROJECT/WORK> was the project/work which was submitted to the Crown-Indigenous Relations and Northern Affairs Canada.</p> <p>Were you aware that <INSERT NAME OF BIDDER/RESOURCE> had provided your name as a reference in relation to their Bid?</p> <p>Can you confirm that <INSERT NAME OF BIDDER/RESOURCE> completed this work for your organization <INSERT NAME OF PROJECT/WORK> during this time period <INSERT PROJECT/WORK MONTH/YEAR> <INSERT PROJECT/WORK END MONTH/YEAR>?</p> <p>2)The services in relation to this bid involve the provision of environment and geotechnical assessments for Crown-Indigenous Relations and Northern Affairs Canada.</p>	<p>Meets/Does Not Meet</p>
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	<p>Do you feel that you are capable of providing a fair, unbiased and informed reference for <INSERT NAME OF BIDDER/RESOURCE >, given your direct knowledge of this previous experience in providing these types of Services?</p> <p>3) Was the scope of the project similar to <INSERT SCOPE OF PROJECT FROM SUMMARY>?</p> <p>4) With specific regard to <INSERT NAME OF BIDDER/RESOURCE >, to the best of your knowledge, was <INSERT NAME OF BIDDER/RESOURCE > successful in fulfilling its project deliverables / work:</p> <p>a. Within the agreed time frame or agreed (revised) time frame? b. Within the established budget? c. Within the established project goals?</p>	
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Point-Rated Criteria

Bids meeting **ALL** mandatory requirements will be evaluated and point-rated against the following point-rated criteria, using the evaluation factors and weighting indicators specified for each criterion.

a) Technical Criteria

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

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

b) Management and Organization

Bidders should describe their capabilities and experience; the project team; project management approach; Indigenous employment opportunities and provide project summaries. This section should clearly demonstrate that you have the capacity to manage projects effectively and efficiently. The Bid should contain information in sufficient detail to outline the qualifications of your team relative to the statement of work in Section 2.1. Include details of your proposed management approach and team members available to provide services described within the Statement of Work.

c) Indigenous Opportunity Considerations

The Bidder should clearly demonstrate that it has the capacity to and will maximize Indigenous opportunities when possible. Opportunities may include employment, training, sub-contracting, or the involvement of Indigenous citizens and businesses in the completion of the work. The Indigenous opportunities initiative is in accordance with CIRNAC's mandate to support and provide opportunities to the local Indigenous communities under Federal Government contracts within a land claims area.

ITEM	CATEGORY	SCORING
R1	TECHNICAL	
R1.1	Clear, Concise and Complete Proposal	5 Points Maximum
	<p>Bidders are to provide a clear, concise and complete bid that is well organized. The bid will be evaluated on the readability of the document with respect to grammar, flow and overall clarity. The information should be presented in a logical manner and based on the information requested.</p> <p>The Bid:</p> <ul style="list-style-type: none"> • matches the sequence of the Mandatory and Point-Rated Criteria (1 points); • includes table of contents (1 points) • free from spelling and grammatical errors, omissions or erroneous content (3 points, 0.5 points removed for each error identified) 	
R1.2	Understanding of Scope of Work	15 Points Maximum
	<p>Bidders are to provide a written summary to present evidence of their understanding of the unique nature of the type of work requested in the SOW, relative but not limited to the constraints of working in remote northern environments.</p> <p>The Bidder should clearly demonstrate an understanding of:</p> <ol style="list-style-type: none"> a) compliance with applicable regulatory requirements, legislation, management plans and standard operating procedures as they relate to performing work in the Yukon b) the health, safety, and environmental risks and mitigation measures associated with tasks described in the SOW and activities specifically related to northern projects. Health and safety risks may include chemical, physical and environmental risks; c) major technical risks and mitigation measures associated with conducting work in remote northern environments. Technical risks may include but are not limited to risks related to schedule, logistics or execution; d) methodology in approaching the services; and e) that the Bidder possesses the necessary qualifications and technical background to successfully complete the tasks as described in the SOW 	
	<p>The following rating scale will be used to evaluate the Bidder's project understanding with points for demonstrating evidence for each criterion A through E above as follows:</p> <p>3 points – provides complete details demonstrating project understanding and relevant experience. Details are sufficient for the reviewers to wholly assess the project understanding and the relevant project experience is for northern locations of similar or greater scope, scale, and complexity.</p> <p>1.5 point – does not provide complete details or project experience is not relevant. Details provided are insufficient to wholly assess project understanding/support criterion and/or project experience is not a northern location, is for an inequivalent scope, or is of a lesser complexity than the proposed project.</p> <p>0 points – no information provided</p>	

R1.3	Project Management Approach	16 Points Maximum
	<p>Bidders are to provide their proposed approach for the management of projects, roles and responsibilities, health and safety, human resources allocation, work plans, communication, scheduling, cost control, quality assurance, and reporting.</p> <p>The Bidder should demonstrate:</p> <ul style="list-style-type: none"> • the firm’s project management approach in relation to remote northern locations; • a clear structure and effective management of the Bidder’s proposed resource team; • extent to which the Bidder’s approach to resource deployment and management will ensure the availability of back-up resources to replace deployed resources, should the need arise. • effective measures to be implemented to maintain and control performance (such as project schedule , project scope, communications with CIRNAC);. • methodology to achieve and ensure high quality, reliable, effective services and deliverable; • an effective means of identifying and successfully countering risks and constraints anticipated in the work; • details of company’s health and safety management system; and • innovative or value added ideas presented. 	
	<p>The Bidder’s approach will be evaluated on the basis of sound project and managerial structures with respect to experience on remote northern locations.</p> <p>2 points - The Bid addresses the Criterion completely. Details are sufficient for the reviewers to wholly assess the proposed approach, the approach demonstrates understanding of the SOW and working in northern environments.</p> <p>1 points - The Bid partially address the aspects of the Criterion. Reviewers have insufficient details to adequately assess the proposed approach, the approach demonstrates a poor understanding of the SOW, the approach may not be suitable for a northern environment.</p> <p>0 points - The Bid does not address the aspects of the Criterion</p>	<p>2 points per item</p> <p>Up to 16 points</p>

R2.1	Proposed Resources	55 Points Maximum
	<p>Resumes of the Bidder’s proposed resources for the Senior Project Manager and Project Professional Personnel categories as submitted in response to Mandatory Requirement R1.2 will be evaluated. One example/project may be used to demonstrate more than one key area.</p> <p>Bidders are to provide a written summary to present evidence of the resources’ skills and experience specific to the following:</p>	<p>The following rating scale will be used to evaluate the resources’ skills and experience with points for demonstrating evidence as follows below:</p>

	<p>For the Senior Project Manager the extent of experience and skills relating to the following key areas:</p> <ol style="list-style-type: none"> i. Experience on similar projects and in the proposed project role; ii. Experience working on mine remediation projects, with preference given to those in remote Northern environments; iii. Experience providing client service, working with various levels of government, Indigenous organizations, governments or communities, and managing multidisciplinary teams; iv. Experience in producing and presenting remedial options analysis and accompanying cost estimates; and v. Evidence of commitment to health and safety. 	<p>15 points maximum for Senior Project Manager</p> <p>Up to 7.5 points per individual resource 1.5 points if demonstrated (v) 1.5 points per item (i-iv) as per scale below:</p> <ul style="list-style-type: none"> • 1.5 points - Demonstrates extensive (greater than 10 years) and relevant skills and experience in this area; • 0.75 points - Demonstrates adequate (between 7 and 10 years) relevant skills and experience in this area; • 0 points - Demonstrates limited relevant skills and experience (less than 5 years) in this area.
	<p>For the Senior Environmental Professional the extent of experience and skills relating to the following key areas:</p> <ol style="list-style-type: none"> i. Experience working in remote Northern environments; ii. Experience on similar projects and in the proposed project role; iii. Experience providing client service and managing multidisciplinary teams; iv. Experience in working with Indigenous governments, organizations or communities; and v. Experience in reviewing and producing environmental reports and conducting data gap analyses; including HHERAs. 	<p>20 points maximum for Senior Environmental Professional</p> <p>Up to 10 points per individual resource 2 points if demonstrated (i) 2 points per item (ii-v) as per scale below:</p> <ul style="list-style-type: none"> • 2 points - Demonstrates extensive (greater than 10 years) and relevant skills and experience in this area; • 1 points - Demonstrates adequate (between 7 and 10 years) relevant skills and experience in this area; • 0 points - Demonstrates

		limited relevant skills and experience (less than 7 years) in this area.
	<p>For the Senior Geotechnical Professional the extent of experience and skills relating to the following key areas:</p> <ol style="list-style-type: none"> i. Experience working in remote Northern environments; ii. Experience on similar projects and in the proposed project role; iii. Experience providing client service and managing multidisciplinary teams; iv. Experience in working with Indigenous governments, organizations or communities; and v. Experience in dam assessments with emphasis on tailings retaining structures, liquefaction potential, and seismic stability. 	<p>20 points maximum for Senior Geotechnical Professional</p> <p>Up to 10 points per individual resource 2 point per item if demonstrated (i) 2 points per item (ii-v) as per scale below:</p> <ul style="list-style-type: none"> • 2 points - Demonstrates extensive (greater than 10 years) and relevant skills and experience in this area; • 1 points - Demonstrates adequate (between 7 and 10 years) relevant skills and experience in this area; • 0 points - Demonstrates limited relevant skills and experience (less than 7 years) in this area.

R3.0	INDIGENOUS OPPORTUNITY CONSIDERATIONS	65 Points Maximum
	<p>The Bidder should indicate its specific approach to enhancing participation of Indigenous peoples in the work resulting from this Contract through any of: employment, skills development, subcontracting, capacity building, use of suppliers/services, etc. or other related measures it proposes to employ in the course of its work. In addition, the Bidder should indicate any partners, agencies, organizations or suppliers with which it proposes to work to achieve these results. The area of the contract shall be considered to be the Traditional Territory of the Carcross/Tagish First Nation.</p> <p>The approach should indicate:</p> <ol style="list-style-type: none"> a) any portion(s) of the Services it proposes to provide with support from Indigenous peoples or suppliers; b) the nature of the participation proposed such as: professional, technical, support services, supplies or goods, etc. (please specify type); and a description of the extent of the participation as a percentage. 	

<p>R3.1</p>	<p>Training to be delivered in performing the work</p>	<p>Up to 6.5 points</p>											
	<p>Proponents will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Indigenous people from the area of the contract, which is considered to be the Traditional Territory of the Carcross/Tagish First Nation, at no additional cost under this project. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is only considered achieved through an independent third party certification process.</p> <p>Total number of Indigenous training hours proposed: _____</p> <p>To establish the training score, each responsive bid will be prorated against the Proponent proposing the highest number of total Indigenous training hours, with the proposal committing to the highest number of training hours receiving 6.5 Points.</p> <p>Example:</p> <table border="1" data-bbox="293 737 1430 909"> <thead> <tr> <th></th> <th>Bidder 1</th> <th>Bidder 2</th> <th>Bidder 3</th> </tr> </thead> <tbody> <tr> <td><i>Total number of Indigenous training hours proposed</i></td> <td>20 hours</td> <td>35 hours</td> <td>60 hours</td> </tr> <tr> <td></td> <td>$20/60 \times 6.5 = 2.2$</td> <td>$35/60 \times 6.5 = 3.8$</td> <td>$60/60 \times 6.5 = 6.5$</td> </tr> </tbody> </table> <p style="text-align: center;">*** Deduction and Incentive Conditions will apply to this criterion</p>			Bidder 1	Bidder 2	Bidder 3	<i>Total number of Indigenous training hours proposed</i>	20 hours	35 hours	60 hours		$20/60 \times 6.5 = 2.2$	$35/60 \times 6.5 = 3.8$
	Bidder 1	Bidder 2	Bidder 3										
<i>Total number of Indigenous training hours proposed</i>	20 hours	35 hours	60 hours										
	$20/60 \times 6.5 = 2.2$	$35/60 \times 6.5 = 3.8$	$60/60 \times 6.5 = 6.5$										
<p>R3.2</p>	<p>The use of subcontractors or suppliers that are Indigenous, or Indigenous firms, from the area of the contract, which is considered to be the Traditional Territory of the Carcross/Tagish First Nation, in carrying out the contract. Bidder Included a firm guarantee to use Indigenous Sub-Contractors for services or the procurement of supplies and equipment, from the area of the contract associated with the project.</p>	<p>Up to 45.5 points</p>											
	<p>Indigenous Sub-Contractors / Suppliers from the area of the contract are defined as :</p> <ol style="list-style-type: none"> 1. An enterprise that is a sole proprietorship, limited company, co-operative, or not-for profit organization in which Indigenous persons have majority ownership and control (meaning at least 51 percent); or a joint venture or consortium in which an Indigenous business or Indigenous businesses as defined above have at least 51 percent ownership and control. 2. The Supplier's head office or the head office of the Indigenous group that holds the majority ownership, must be located within the area of the contract. <p>If Contractor is an Indigenous firm, the entire value of the contract, LESS any non-Indigenous subcontracting for both goods and services, would apply to the total of line (A) below.</p> <table border="1" data-bbox="391 1612 1430 1787"> <thead> <tr> <th>Percent % (A/B)</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>0 to 9%</td> <td>0 to 4</td> </tr> <tr> <td>10 to 39%</td> <td>5 to 34</td> </tr> <tr> <td>40 to 49%</td> <td>35 to 39</td> </tr> <tr> <td>50% to 100%</td> <td>40 to 45.5</td> </tr> </tbody> </table> <p>Note: if the Prime Contractor is an Indigenous owned business, from the area of the contract, the total dollar value of the Indigenous contracting, from the area of the contract shall also include</p>		Percent % (A/B)	Points	0 to 9%	0 to 4	10 to 39%	5 to 34	40 to 49%	35 to 39	50% to 100%	40 to 45.5	
Percent % (A/B)	Points												
0 to 9%	0 to 4												
10 to 39%	5 to 34												
40 to 49%	35 to 39												
50% to 100%	40 to 45.5												

	<p>the consultant's share of the contract</p> <p>Guarantee of Indigenous Sub-Contracting / Supplier Costs: Bidders complete this section if a guarantee is being provided.</p> <p>Total Est. Cost for Supplies/Materials/Equip/Services Procured from Indigenous companies For This Contract (A) Divided by Total Bid Price (B) A/B = _____ %</p> <p>*** Penalties and Incentives Conditions will apply to this criterion.</p>										
R3.3	<p>Indigenous Labour: Bidder included a firm guarantee to use Indigenous employment content from the impacted region in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless whether they are Prime Contractor staff and/or Sub-contractor staff.</p>	Up to 13 points									
	<p>Percentages should be supported by list of specific positions that may or will be staffed by Indigenous personnel from the area of the contract. Indigenous employment from from the area of the contract, which is considered to be the Traditional Territory of the Carcross/Tagish First Nation, will be confirmed during activities based on supporting documentation provided by the Consultant. Indigenous labour from within the contract area must meet the following criteria:</p> <ol style="list-style-type: none"> 1. An Indigenous who is working on-site performing services related to the project for a contractor, subcontractor or supplier who has a contract with PWGSC to do work related to the project. 2. The individual must live within the area of the contract. Proof of residency may be requested (Driver's License, Territorial Health Card) <table border="1" data-bbox="391 1079 1430 1255"> <thead> <tr> <th>Percent % (A/B)</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>0 to 4%</td> <td>0 to 1.4</td> </tr> <tr> <td>5 to 19%</td> <td>1.5 to 8.9</td> </tr> <tr> <td>20 to 24%</td> <td>9 to 10.4</td> </tr> <tr> <td>25% to 100%</td> <td>10.5 to 13</td> </tr> </tbody> </table> <p>Guarantee of Indigenous Employee Content: Bidders complete this section if a guarantee is being provided.</p> <p>Total Est. No. Of Onsite Indigenous Labour Hours For This Project (A) Divided by Total Est. No. Of Onsite Labour Hours For This Project (B) A/B= _____ %</p> <p>*** Penalties and Incentives Conditions will apply to this criterion.</p>		Percent % (A/B)	Points	0 to 4%	0 to 1.4	5 to 19%	1.5 to 8.9	20 to 24%	9 to 10.4	25% to 100%
Percent % (A/B)	Points										
0 to 4%	0 to 1.4										
5 to 19%	1.5 to 8.9										
20 to 24%	9 to 10.4										
25% to 100%	10.5 to 13										

Evaluation and Assessment of Aboriginal Opportunities Consideration (IOC) Guarantee

For a bid to be assigned points for representations made in respect of any IOC bid criteria, the Proponent must provide proof with their bid to demonstrate how they will meet the objective of each criterion.

Proof of efforts and/or guarantees made by Proponents should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Proponents must ensure their IOC documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Proponents' responsibility to provide

sufficient information in its bid to enable the Evaluation Board to complete its evaluation. Proponents must include all reference material to be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the Indigenous Opportunities Consideration and that untrue statements may result in the tender being declared non-responsive.

Indigenous Opportunities Considerations (IOC) Achievement Report

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

- a. Consultant's IOC portion of the proposal; and
- b. Consultant's commitments made as part of each criterion

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

Indigenous Opportunities Considerations (IOC) Deviations

1. Upon knowledge that the IOC guarantees 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.
3. Any amendments to the scope of work can warrant renegotiation of the IOC guarantees.
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) Incentive and Holdback Conditions

1. Under the provisions of the proposed contract, where the Consultant meets the guarantees specified and certified in his bid, the Consultant will be paid the agreed contract price.
2. 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 1.5% of the Final Contract Value, per IOC criterion:
 - a. Indigenous Training guarantee, an amount of 1.0% of the Final Contract Value,
 - b. Indigenous Labour guarantee, an amount of 1.5% of the Final Contract Value, and
 - c. Indigenous Sub-contractors/Suppliers guarantee, an amount of 1.5% of the Final Contract Value.

3. 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 guarantees, 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 guarantees could not be delivered.
4. 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.
5. In the event that IOC guarantees are exceeded by the Consultant, subject to the approval of the Departmental Representative, the Consultant may be eligible to request an incentive bonus of up to 1.5% of the Final Contract Value that may be paid to the consultant at the end of the Contract, per criterion as per below:
 - a. Indigenous Training guarantee, an amount of 1.5% of the Final Contract Value,
 - b. Indigenous Labour guarantee, an amount of 1.0% of the Final Contract Value, and
 - c. Indigenous Sub-contractors/Suppliers guarantee, an amount of % of the Final Contract Value.

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

Points Summary

The following summary indicates the point breakdown structure for the Point-Rated Criteria.

Bids obtaining a score below **94 out of 156** will be declared non responsive and will be given no further consideration.

Evaluation Criteria	Weight
Technical and Proposed Resources Evaluation Criteria	
R1.1 Clear, Concise, and Complete Proposal	5
R1.2 Project Understanding	15
R1.3. Project Management Approach	16
R2.1 Proposed Resources	55
<i>Subtotal</i>	91
Indigenous Opportunity Considerations Evaluation	
R3.1 Indigenous Training	6.5
R3.2 Indigenous Labour	45.5
R3.3 Indigenous Sub-Contractors/Suppliers	13
<i>Subtotal</i>	65
Total Available Points (R1-R3)	156

Minimum Required Pass Mark:	94/156
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ATTACHMENT 2 to PART 4 OF THE BID SOLICITATION

FINANCIAL EVALUATION

Bidders **MUST** indicate the applicable All-inclusive fixed per hour rate for **each Resource Category**.

Pricing offered must be in Canadian dollars, Applicable Taxes excluded.

Bidders must submit their financial bid using the financial evaluation table provided below.

The inclusion of volumetric data (estimated hours of usage per year) in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

If the bidder is awarded the Contract, the pricing submitted within the table below will formulate the basis of payment for the duration of the Contract.

Failure to comply with any of the instructions provided in this section will render the bid non-responsive.

Proposed Resource Category	Year 1	Estimated Hours of Usage year 1	Year 2	Estimated Hours of Usage year 2	Sub-Total
	Per Hour Rates Award to March 31, 2023		Per Hour Rates April 1, 2023 to March 31, 2024		
	A	B	C	D	E
Senior Project Manager	A1 \$ _____	B1 _____ hours	C1 \$ _____	D1 _____ hours	E1 (A1xB1)+(C1xD1)= \$ _____
Senior Environmental Professional	A2 \$ _____	B2 _____ hours	C2 \$ _____	D2 _____ hours	E2 (A2+B2)xD2= \$ _____
Senior Geotechnical Professional	A3 \$ _____	B3 _____ hours	C3 \$ _____	D3 _____ hours	E3 (A3+B3)xD3= \$ _____
Intermediate Project Professional	A4 \$ _____	B4 _____ hours	C4 \$ _____	D4 _____ hours	E4 (A4+B4)xD4= \$ _____
Junior Project Professional/Field Staff	A5 \$ _____	B5 _____ hours	C5 \$ _____	D5 _____ hours	E5 (A5+B5)xD5= \$ _____

Field Support Staff	A6 \$ _____	B6 _____ hours	C6 \$ _____	D6 _____ hours	E6 (A6+B6)xD6= \$ _____
Office Support Staff	A7 \$ _____	B7 _____ hours	C7 \$ _____	D7 _____ hours	E7 (A7+B7)xD7= \$ _____
Technical Support Staff	A8 \$ _____	B8 _____ hours	C8 \$ _____	D8 _____ hours	E8 (A8+B8)xD8= \$ _____
E1 + E2 + E3 + E4 + E5 + E6 + E7 + E8 = Total Evaluated Bid Price					\$ _____

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Work to be performed is detailed under Annex "A" of the resulting contract clauses.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010B 2020-05-28 , General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Crown Indigenous Relations and Northern Affairs Canada (CIRNAC); and
- b) Section 10, Subsection 1 is amended as follows:
 - Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."
 - Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."
- c) Section 10, Subsection 2, paragraph a. is amended as follows:
 - Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)"
 - Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)"
- d) Insert: "2010B 36 (2018-05-10) Liability
The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons

(including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.”

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

6.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Alex Cormier Howie
Title: Senior Procurement Officer
Indigenous Services Canada
Materiel and Assets Management Directorate
Address: 10 rue Wellington, 13th floor, Gatineau, Qc, K1A 0H4

Telephone: 873-354-0959

E-mail address: alexander.cormierhowie@canada.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.

6.5.2 Project Authority

The Project Authority for the Contract is:

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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Payment

6.7.1 Basis of Payment

6.7.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Applicable Taxes are extra.

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:

when it is 75% committed, or

four months before the contract expiry date, or

as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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.

6.7.5 Electronic Payment of Invoices – Contract

The method of invoice payment by Crown Indigenous Relations and Northern Affairs Canada (CIRNAC) is by direct deposit to the Contractor's financial institution of choice.

If not registered for direct deposit payments, to enable payment, the Contractor must complete the Indigenous Services Canada Electronic Payment Request form (http://www.aadnc-aandc.gc.ca/DAM/DAM-INTER-HQ/STAGING/texte-text/20_545_1362495227097_eng.pdf), and submit the form to the address provided.

6.8 Invoicing Instructions

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

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

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2020-05-28 General conditions: Professional services (medium complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated _____.

ANNEX "A"

STATEMENT OF WORK

This document is an outline of the scope for work beginning in the fiscal year 2021/22 and ending March 31, 2023 in support of a Request for Proposal seeking an engineering consultant for the assessment phase for Arctic Gold and Silver and Venus Mine Site. The purpose is also to provide a basis for a class 5 cost estimate and allow discussion to occur with the CIRNAC contracting authority and the Carcross and Tagish First Nation (C/TFN). The assessment phase of the project will involve at minimum, consideration to some extent the phases provided below. Considerable amount of work has taken place at both sites so the work required for certain phases may not be extensive. All deliverables (i.e. reports and presentations) should first be submitted to CIRNAC in draft form for approval prior to issuing the final versions.

- Background Review
- Data Gap Analysis
- Data Collection
- Conceptual Site Model and HHERA
- Standards Development
- Remedial Options
- Closure Option Selection

Working Location: The vendor will work from their own location unless needed on CIRNAC mining sites, should they required on GoC premises, they will be escorted at all times. When the vendor is required to conduct a workshop this may be completed in person at a suitable location proximate to the community of Carcross, or virtually by teleconference. When a vendor is required to conduct an open house this should be completed in person at a suitable location proximate to the community of Carcross. Workshops and open houses should follow the most recent COVID-19 guidance from the Yukon Chief Medical Health Officer and the Carcross/Tagish First Nation; allowances will be made for changing conditions which may make in-person events inadvisable.

AGS Project Scope

Phase I – Background Data and Report Review

1. Review the 10 provided background reports to inform the consultant of the project:
 - a. Summary Report, Arctic Gold & Silver Tailings Site Remediation, Near Carcross, Yukon
 - b. Site Characterization and Risk Assessment in Support of Remedial Planning for the Arctic Gold & Silver Tailings Site, Yukon – Final Report
 - c. Operation, Maintenance and Surveillance Manual for the Tailings Impoundment Area at Arctic Gold and Silver Tailings Site - Revision 2017-01
 - d. Example Remediation Options, including Cost Estimates for the Arctic Gold & Silver Tailings Site, Yukon – Final Report

- e. 2018 Data Gap Analysis and Site Investigation Workplan for the Arctic Gold and Silver Mine
- f. Human Health and Ecological Risk Assessment for the Arctic Gold and Silver Tailings Site – 2018 Update
- g. Arctic Gold and Silver Mine Remediation Project Site Characterization and Conceptual Site Model Report
- h. Interim Site Risk Management Human Health Risk Assessment Arctic Gold and Silver Mine Site
- i. Annual Environmental Monitoring Summary Report (April 2021 to March 2022)

Report	GCDocs #	Author	Date	Report Pages	Appendices /Tables/Figures Pages
Summary Report, Arctic Gold & Silver Tailings Site Remediation, Near Carcross, Yukon	32096832	EBA Engineering Consultants Ltd.	Oct 2001	30	459
Site Characterization and Risk Assessment in Support of Remedial Planning for the Arctic Gold & Silver Tailings Site, Yukon – Final Report	32093370	SRK Consulting (Canada) Inc.	Jan 2017	55	149
Operation, Maintenance and Surveillance Manual for the Tailings Impoundment Area at Arctic Gold and Silver Tailings Site - Revision 2017-01	32225058	SRK Consulting (Canada) Inc.	Dec 2017	39	72
Example Remediation Options, including Cost Estimates for the Arctic Gold & Silver Tailings Site, Yukon – Final Report	54178673	SRK Consulting (Canada) Inc.	Jan 2017	21	13
2018 Data Gap Analysis and Site Investigation Workplan for the Arctic Gold and Silver Mine	48401142	Jacobs Engineering Group Inc.	Aug 2018	12	12
Human Health and Ecological Risk Assessment for the Arctic Gold and Silver Tailings Site – 2018 Update	48401827	Azimuth Consulting Group Partnership	May 2019	98	244
Arctic Gold and Silver Mine Remediation Project Site Characterization and Conceptual Site Model Report	79087911	Jacobs Engineering Group Inc.	Apr 2020	51	1008
Interim Site Risk Management Human Health Risk Assessment Arctic Gold and Silver Mine Site	72402861	Azimuth Consulting Group Partnership	May 2020	45	70
Annual Environmental Monitoring Summary Report (April 2021 to	103042024	Hemmera	May 2022	43	1162

March 2022)					
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Phase II – Data Gap Analysis

2. Complete a Data Gap Analysis to determine what, if any, additional data is required to complete the remedial options analysis.

Phase III – Field Data Collections

3. If required, develop a work plan to address identified data gaps (i.e. air/dust monitoring, contaminated soil/sediment sampling, and/or groundwater/surface water sampling, ecological baseline information including terrestrial ecosystem mapping) in consultation with CIRNAC and Carcross/Tagish First Nation (C/TFN). No intrusive investigation (i.e. drilling) is anticipated to be warranted at this site.
4. If required, execute the work plan and provide a technical memo with the resulting field data and summarizing the site work completed.

Phase IV – Conceptual Site Model and Human Health and Environmental Risk Assessment

5. Based upon the background document review and as required field data collection, prepare a draft update to the site Human Health and Environmental Risk Assessment (HHERA) and Conceptual Site Model (CSM); or accept the current documents as adequate for preparation of a remedial options analysis.
6. Present the findings of the draft updated HHERA and CSM at a workshop with CIRNAC and C/TFN; the presentation should review the current state of the site, results of the draft HHERA and Conceptual Site Model, respond to questions and collect feedback.
7. Incorporate feedback from the workshop into presentation materials and attend a community open house to present high-level findings. Coordination of outreach activities including community open houses will be performed by C/TFN as described in the Governance Agreement between CIRNAC and C/TFN.
8. Incorporate feedback from the workshop and community open house into the final updated HHERA and CSM.

Phase V – Site Specific Standards Development

9. Develop draft site specific standards for contaminants of concern and closure objectives to meet the closure goals and end land use objectives for the site. Closure goals and end land use

- objectives will be determined through consultation with C/TFN prior to this engagement and therefore the consultant will not be required to scope in the determination of closure goals.
10. Present the draft site specific standards and closure objectives at a workshop with CIRNAC and C/TFN; the presentation should review the proposed site specific standards and rationale, respond to questions, and collect feedback.
 11. Incorporate feedback from the workshop into materials for and attend a community open house to present a high-level overview of the proposed site specific standards and closure objectives.
 12. Incorporate feedback from the workshop and community open house into the final site specific standards and closure objectives report.

Phase VI – Remedial Options Analysis

13. Collaborate with C/TFN and CIRNAC to identify potential remedial options. The site management relationship between C/TFN and CIRNAC is described in a Governance Agreement between CIRNAC and C/TFN.
14. Develop a conceptual level remedial options for each contamination source.
15. Produce draft conceptual remedial options analysis with feasibility level options for each contamination source that may include environmental impact, effectiveness, constructability, risk, liability, time frame, community support, health/safety legal obligations and cost.
16. Present a draft Feasibility Level Remedial Options Plan at a workshop with CIRNAC and C/TFN; the presentation should review the potential remedial options and rationale, respond to questions, and collect feedback.
17. Incorporate feedback from the workshop into materials for and attend a community open house to present a high-level overview of the potential remedial options.

Phase VII– Closure Option Selection

18. Incorporate feedback from the workshop and community open house into the final Feasibility Level Closure Option Selection report.
19. Ensure the option selected meets the closure goals established by the community.
20. Final report should be a document which CIRNAC can utilize to select a closure option for each contamination source, and include a class 5 cost estimate.

Venus Project Scope

Phase I – Background Data and Report Review

1. Review the 123 provided background reports to inform the project:
 - a. FINAL REPORT – Investigation and Design of Remediation Measures
 - b. FINAL REPORT - Venus Mine Monitoring Program Review
 - c. Site Characterization and Risk Assessment in Support of Closure Planning for the Venus Tailings Site, Yukon – Final Report
 - d. Example Remediation Options, including Cost Estimates for the Venus Tailings Site, Yukon – Final Report
 - e. Venus Mine Tailings Facility Operation, Maintenance and Surveillance Manual
 - f. 2018 Data Gap Analysis and Site Investigation Workplan for the Venus Mine
 - g. Human Health and Ecological Risk Assessment for the Venus Tailings Site – 2018 Update
 - h. Venus Tailings and Former Mill Site Data Compilation for the Venus Site – 2019
 - i. Results of 2019 Drilling Program and Dam Stability Update Venus Tailings Storage Facility, Yukon
 - j. Interim Site Risk Management Human Health Risk Assessment Venus Tailings Site
 - k. Annual Environmental Monitoring Summary Report (April 2021 to March 2022).

Report	GCDocs #	Author	Date	Report Pages	Appendices /Tables/Figures Pages
FINAL REPORT Investigation and Design of Remediation Measures	94032936	SRK	1998	18	78
FINAL REPORT - Venus Mine Monitoring Program Review	32096633	Hemmera	Aug 2013	32	13
Site Characterization and Risk Assessment in Support of Closure Planning for the Venus Tailings Site, Yukon – Final Report	32093369	SRK Consulting (Canada) Inc.	Jan 2017	57	133
Example Remediation Options, including Cost Estimates for the Venus Tailings Site, Yukon – Final Report	54245034	SRK Consulting (Canada) Inc.	Jan 2017	20	10
Venus Mine Tailings Facility Operation, Maintenance and Surveillance Manual	44619079	Tetra Tech Canada Inc.	Aug 2018	34	13
2018 Data Gap Analysis and Site Investigation Workplan for the Venus Mine	36835678	Jacobs Engineering Group Inc.	Sep 2018	12	15
Human Health and Ecological	48559290	Azimuth	Apr	87	296

Risk Assessment for the Venus Tailings Site – 2018 Update		Consulting Group Partnership	2019		
Venus Tailings and Former Mill Site Data Compilation for the Venus Site – 2019	79088933	Jacobs Engineering Group Inc.	Apr 2020	24	664
Results of 2019 Drilling Program and Dam Stability Update Venus Tailings Storage Facility, Yukon	88249198	Tetra Tech Canada Inc.	Apr 2020	9	73
Interim Site Risk Management Human Health Risk Assessment Venus Tailings Site	72401545	Azimuth Consulting Group Partnership	May 2020	46	64
Annual Environmental Monitoring Summary Report (April 2021 to March 2022)	103040514	Hemmera	May 2022	36	1135

Phase II – Data Gap Analysis

2. Complete a Data Gap Analysis to determine what, if any, additional data is required to complete the remedial options analysis.

Phase III – Field Data Collections

3. Develop a to address identified data gaps (i.e. drilling and geotechnical investigation, groundwater well installation, air/dust monitoring, contaminated soil/sediment sampling, and/or groundwater/surface water sampling, ecological baseline information including terrestrial ecosystem mapping) in consultation with CIRNAC and C/TFN. CIRNAC anticipates that at minimum the remaining scope of Tetra Tech’s 2019 Geotechnical Investigation will need to be completed.
4. Execute the above plan and provide a technical memo with the resulting field data and summarizing the site work completed.

Phase IV – Conceptual Site Model and HHERA

5. Based upon the background document review and further field data collection, prepare a draft update to the site HHERA and CSM.
6. Present the findings of the draft updated HHERA and CSM at a workshop with CIRNAC and C/TFN; the presentation should review the current state of the site, results of the HHERA and Conceptual Site Model, respond to questions and collect feedback.
7. Incorporate feedback from the workshop into materials for and attend a community open house to present high-level findings. Coordination of outreach activities including community open

houses will be performed by C/TFN as described in the Governance Agreement between CIRNAC and C/TFN.

8. Incorporate feedback from the workshop and community open house into the final updated HHERA and CSM.

Phase V – Site Specific Standards Development

9. Develop draft site specific standards for contaminants of concern and closure objectives to meet the end land use goals for the site. Closure goals and end land use objectives will be determined through consultation with C/TFN prior to this engagement and therefore the consultant will not be required to scope in the determination of closure goals.
10. Present the draft site specific standards and closure objectives at a workshop with CIRNAC and C/TFN; the presentation should review the proposed site specific standards and rationale, respond to questions, and collect feedback.
11. Incorporate feedback from the workshop into materials for and attend a community open house to present a high-level overview of the proposed site specific standards and closure objectives.
12. Incorporate feedback from the workshop and community open house into the final site specific standards and closure objectives report.

Phase VI– Remedial Options Analysis

13. Collaborate with C/TFN and CIRNAC to identify potential remedial options. The site management relationship between C/TFN and CIRNAC is described in a Governance Agreement between CIRNAC and C/TFN.
14. Develop a conceptual level remedial options for each contamination source.
15. Produce draft conceptual remedial options analysis with feasibility level options for each contamination source that may include environmental impact, effectiveness, constructability, risk, liability, time frame, community support, health/safety, legal obligations and costs.
16. Present a draft Feasibility Level Remedial Options Plan at a workshop with CIRNAC and C/TFN; the presentation should review the potential remedial options and rationale, respond to questions, and collect feedback.
17. Incorporate feedback from the workshop into materials for and attend a community open house to present a high-level overview of the potential remedial options.

Phase VII– Closure Option Selection

18. Incorporate feedback from the workshop and community open house into the final Feasibility Level Closure Option Selection report.
19. Ensure the option selected meets the closure goals established by the community.
20. Final report should be a document which CIRNAC can utilize to select a closure option for each contamination source, and include a class 5 cost estimate.

****See attached terms of references for each project.***

ANNEX "B"**BASIS OF PAYMENT**

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

RESOURCE CATEGORY	YEAR 1 PER HOUR RATES AWARD to March 31, 2023	YEAR 2 PER HOUR RATES April 1, 2023 to March 31, 2024
Senior Project Manager	\$	\$
Senior Environmental Professional	\$	\$
Senior Geotechnical Professional	\$	\$
Intermediate Project Professional	\$	\$
Junior Project Professional/Field Staff	\$	\$
Field Support Staff	\$	\$
Office Support Staff	\$	\$
Technical Support Staff	\$	\$

Maximum Authorized Fees: \$ _____

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit. All travel will assume Whitehorse, YT as the origin. No payments will be made for travel to Whitehorse, YT.

Maximum Travel and Living Expenses: \$ _____ (To be identified at Contract Award)

Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Maximum Subcontractor Fees (drillers, utility locators, etc.): \$ _____

Maximum Environmental Laboratory Analytical Fees: \$ _____

Maximum Geotechnical Laboratory Analytical Fees: \$ _____

Maximum Field Equipment Fees (inclusive of consumables, equipment rental, etc.): \$ _____

Maximum Other Direct Expenses (Total, including above and any other direct expenses): \$ _____
(To be identified at Contract Award)

Total Estimated Cost - Limitation of Expenditure: _____ (Applicable Taxes extra.)

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

Contract Number / Numéro du contrat

1000233470/

Security Classification / Classification de sécurité

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE	
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région Northern Contaminated Sites/Type II Sites/Environment/Yukon	2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :
3. Brief Description of Work / Brève description du travail Seeking an engineering consultant for the assessment phase of two mine sites with the goal of selecting a closure option for each site.	
4. Contract Amount / Montant du contrat \$1,100,160 \$	6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :
5. Contract Start and End date / Date de début et de fin du contrat June 1, 2021 to / au March 31, 2023	
7. Will the supplier require / Le fournisseur aura-t-il :	
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?	X No <input type="checkbox"/> Yes Non Oui
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?	X No <input type="checkbox"/> Yes Non Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?	X No <input type="checkbox"/> Yes Non Oui
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)	
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)	
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS	
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?	X No <input type="checkbox"/> Yes Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?	X No <input type="checkbox"/> Yes Non Oui
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties? If yes, specify: / Si oui, spécifiez :	X No <input type="checkbox"/> Yes Non Oui
a) Email transmission / Transmission par courrier électronique :	<input type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :	<input type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :	<input type="checkbox"/> No <input type="checkbox"/> Yes Non Oui
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?	X No <input type="checkbox"/> Yes Non Oui
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécuritaire)	

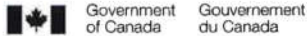
NCR#7087864 - v1

10. SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	Please refer to question ; Veuillez vous référer à la question ;	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information /Assets Renseignements/Biens	7.1	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information /Assets (off site) Renseignements/Biens (extérieur)	8	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information /Assets (off site) Renseignements/Biens TI (extérieur)	9.1	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – e-mail Transmission TI - courriel	9.2 a)	x	<input type="checkbox"/>				
IT Transmission – other Transmission TI - autre	9.2 b)	x	<input type="checkbox"/>				
Remote Access to Network Connexion à distance au réseau	9.2 c)	x	<input type="checkbox"/>				
COMSEC	9.3	x	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PART C – PERSONNEL / PARTIE C – PERSONNEL

- 11.1 Personnel Security Screening Level Required: X N/A / Reliability/ Confidential/ Secret Top Secret/
Niveau d'enquête de la sécurité du personnel requis : Non requis Fiabilité Confidentiel Confidentiel Très secret
- 11.2 May unscreened personnel be used for portions of work? No Yes N/A /
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui Non requis
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? x No Yes
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non Oui



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat
1000233470/
Security Classification / Classification de sécurité
Unclassified

PART D – AUTHORIZATION / PARTIE D – AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) – Nom (en lettres moulées) Ronald Gee		Title - Titre Senior Engineer	Signature
Telephone No. – N° de téléphone 867 667-3342	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel ron.gee@canada.ca	Date June 2, 2021
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) – Nom (en lettres moulées) Josianne Richer		Title - Titre Contract Security Officer	Signature Richer, Josianne <small>Digitally signed by Richer, Josianne Date: 2021.09.09 14:28:14 -0400'</small>
Telephone No. – N° de téléphone 343-550-3689	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel josianne.richer@canada.ca	Date 2021-09-09
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No Non <input type="checkbox"/> Yes Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) – Nom (en lettres moulées) Alex Cormier Howie		Title - Titre Senior Procurement Officer	Signature
Telephone No. – N° de téléphone 873-354-0959	Facsimile No. - N° de télécopieur N/A	E-mail address – Adresse courriel alexander.cormierhowie@canada.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) – Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. – N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel	Date

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

NCR#7087864 - v1

ANNEX "D"

INDIGENOUS GUARANTEES AND CERTIFICATION FOR THE WORK

and ACHEIVEMENT REPORTING

For the successful Consultants only.

If an IOC was submitted as part of your bid:

If requested, prior to commencing the Work

1. The Consultant must provide a summary of activities planned to meet their IOC in relation to the specific criterion.
2. The Consultant must submit the following duly completed commitment tables below as part of their criterion 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 guarantee form, the Consultant certifies that the information contained in the tables below is accurate and complete.
4. If the Consultant is unable to make guarantees, valid justification must be submitted to Canada for review and acceptance.

During the life of the Work / Upon task guarantee completion

1. If guarantees are made, the Consultant must provide a summary of activities undertaken to meet the guarantees 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 Work, 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 guarantees.
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 guarantees.
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 guarantees 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 guarantees, or modified IOC guarantees have not been

delivered by the Consultant; or, Canada determines that sufficient evidence has not been provided by the Consultant demonstrating that IOC guarantees could not be delivered due to circumstances outside of the Consultant's control.

- ii) If a Consultant fails to meet their Guarantees, unless for circumstances outside the Consultants control, the consultant may be subject to 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 IOC Guarantees 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

The IOC holdback, per IOC criterion, shall be:

1. Indigenous Training guarantee, an amount of 1.0% of the Final Contract Value,
2. Indigenous Labour guarantee, an amount of 1.5% of the Final Contract Value, and
3. Indigenous Sub-contractors/Suppliers guarantee, an amount of 1.5% of the Final Contract Value.

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.

IOC Incentive Conditions

1. If the contractor exceeds the percentage of Indigenous Training guarantee, above the established Training guarantees that were certified in the bid, which results in Indigenous Training benefits, subject to the approval of the Departmental Representative, the contractor may be eligible to request an incentive bonus of up to 1.5 % of the Final Contract Value that may be paid to the contractor at the end of the Contract.
2. If the contractor hires additional Indigenous Labour above the established employment guarantees that were certified in the bid, which results in Indigenous employment benefits, subject to the approval of the Departmental Representative, the contractor may be eligible for an incentive bonus of 1.0 % the Final Contract Value that may be paid to the contractor at the end of the Contract.
3. If the contractor exceeds the percentage of Indigenous Sub-contractors/Suppliers guarantees that were certified in the bid, subject to the approval of the Departmental Representative, the contractor may be eligible for an incentive bonus of 2.0 % of the Final Contract Value that may be paid to the contractor at the end of the Contract.
4. Contractors who exceed the IOC guarantee under one criterion but fall short on the other may be evaluated for a deduction and an incentive.

IOC COMMITMENTS AND ACHIEVEMENT REPORT

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

TABLE 1 – Indigenous Training

Proponents will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for Indigenous people from the area of the contract, which is considered to be the Traditional Territory of the Carcross/Tagish First Nation, at no additional cost under this project. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is only considered achieved through an independent third party certification process.

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

Table 1.1 – Indigenous Training 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 Guarantees **(Use additional pages if necessary)**

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

TABLE 2 – Indigenous Subcontractors/Suppliers

The use of subcontractors or suppliers that are Indigenous, or Indigenous firms, from the area of the contract, which is considered to be the Traditional Territory of the Carcross/Tagish First Nation, in carrying out the contract. Bidder Included a firm guarantee to use Indigenous Sub-Contractors for services or the procurement of supplies and equipment, from the area of the contract associated with the project.

Indigenous Sub-Contractors / Suppliers from the area of the contract are defined as:

1. An enterprise that is a sole proprietorship, limited company, co-operative, or not-for profit organization in which Indigenous persons have majority ownership and control (meaning at least 51 percent); or a joint venture or consortium in which an Indigenous business or Indigenous businesses as defined above have at least 51 percent ownership and control.
2. The Supplier's head office or the head office of the Indigenous group that holds the majority ownership, must be located within the area of the contract.

Company/Supplier Name	Indigenous Company	From the Area of the Contract	Total Dollar Value
	Y/N	Y/N	\$
	Y/N	Y/N	\$
	Y/N	Y/N	\$
	Y/N	Y/N	\$
	Y/N	Y/N	\$
	Y/N	Y/N	\$
Total Costs			\$
Percentage of Total Contract Value			%

Table 2.1 – Indigenous Subcontractor/Supplier 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 Guarantees (**Use additional pages if necessary**)

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Comments (Use additional pages if necessary)

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TABLE 3 – Indigenous Labour

Indigenous employment content from the impacted region in carrying out the work, which is considered to be the Traditional Territory of the Carcross/Tagish First Nation. Indigenous labour from within the contract area must meet the following criteria:

1. An Indigenous who is working on-site performing services related to the project for a contractor, subcontractor or supplier who has a contract with PWGSC to do work related to the project.
2. The individual must live within the area of the contract. Proof of residency may be requested (Driver's License, Territorial Health Card)

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	\$	\$
Total Estimated Indigenous Labour Costs						\$

Table 3.1 – Indigenous Labour 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 Guarantees (Use additional pages if necessary)

Comments (Use additional pages if necessary)

ANNEX "E"

Listing of Carcross Tagish Services

Canada provides the following list of indigenous subcontractor/supplier services available through the Carcross Tagish Development Corporation as an example of services from the area of the contract which can be utilized in the proponent's bid. Canada does not warrant that the list of services, subcontractors or suppliers is complete or comprehensive of indigenous owned services from the area of the project."

Business Services:

- Drilling (Sonic Drill)
- Heavy equipment

Equipment Rental:

- Pick up truck (flat deck, regular cab, 1/2 ton or 1 ton)
- Snowmobile and accessories rental
- Enclosed trailer for equipment storage
- Wildlife safety equipment
- Secure site for equipment storage

Personnel:

- Wildlife monitor
- Sampling personnel
- Observe/inspector
- Meeting support/administrative services
- Project Management services
- Knowledge Keeper
- General Labour

Support Services:

- Meeting room rental
- Catering/food supplies

Contact:

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