

# **Request for Proposals**

# **Tulsequah Chief Mine Remediation and Closure Plan**

Ministry of Energy, Mines and Petroleum Resources

Request for Proposals Number: RFP EMPR 19-032

Issue date: November 6, 2018

Closing Time: Proposal must be received before 2:00 PM Pacific Time on: November 29, 2018

GOVERNMENT CONTACT PERSON: All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing, to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Enquiries and any responses will be recorded and may be distributed to all Proponents at the Province's option. All enquiries must be received by 4:00 pm Pacific Time on: November 22, 2018.

### **Diane Howe**

Deputy Chief Inspector of Mines Ministry of Energy, Mines and Petroleum Resources Health, Safety and Permitting Branch 6th Floor - 1810 Blanshard St. Victoria, B.C. V8T 4J1

Email: Diane.Howe@gov.bc.ca

### **DELIVERY OF PROPOSALS:**

Proposals are to be submitted to the closing location as follows:

Two (2) complete hard copies and one (1) digital PDF version on an unencrypted USB flash drive must be delivered by hand or courier to:

> Ministry of Energy, Mines and Petroleum Resources Health, Safety and Permitting Branch 6th Floor, 1810 Blanshard Street Victoria, B.C. V8T 4J1

Attention: Bob Hall - Contracts Administrator

Proposal envelopes should be clearly marked with the name and address of the Proponent, the Request for Proposals number, and the project or program title.



### **PROPONENTS' MEETING:**

A Proponents' meeting will not be held.

### **PROPONENT SECTION:**

For hard-copy proposals, a person authorized to sign on behalf of the Proponent must complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, and include the originally-signed and completed page with the first copy of the proposal. For electronic proposals, all parts of the Proponent Section (below) must be completed except the signature field, as the BC Bid ebidding key is deemed to be an original signature. The rest of this page must be otherwise unaltered and submitted as part of your proposal.

The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature of Authorized Representative:	Legal Name of Proponent (and Doing Business As Name, if applicable):
Printed Name of Authorized Representative:	Address of Proponent:
Title:	
Date:	Authorized Representative phone, fax or email address (if available):



# Table of Contents

A. Definitio	ONS AND ADMINISTRATIVE REQUIREMENTS	4
B. Require	MENTS AND RESPONSE	6
1. Pro	ject Summary	6
	litional Definitions	
3. Pro	ject Overview	6
	Ministry Responsibility	
	Background Information	
	Overall Project Scope	
	ject Requirements and Deliverables	
4.1	Site Hazard Assessment	7
4.2	Risk Analysis	7
	Remediation and Methodologies	
4.4	Cost Estimation	7
5. Eval	uation	88
5.1	Mandatory Criteria	8
5.2	Desirable Criteria	8
6. Pro	posal Format	10
7. Pro	ponent Response	10
7.1	Corporate Experience	10
7.2	Methodology	11
7.3	Project Team	11
7.4	Communication and Scheduling	12
7.5	Price	12
APPENDIX A	- CONTRACT FORM AND INSURANCE REQUIREMENTS	13
Appendix	B - Travel Instructions and Allowances for Contractors	14



# A. Definitions and Administrative Requirements

#### 1. **Definitions**

Throughout this Request for Proposals, the following definitions apply:

- a) "CBS" means the Common Business Services of the Ministry of Labour and Citizens' Services:
- "Contract" means the written agreement resulting from this Request for Proposals executed by the Province and the Contractor;
- "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Province;
- d) "Ministry" means Ministry of Energy, Mines and Petroleum Resources
- e) "must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- g) "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes the CBS division and the Ministry;
- h) "Request for Proposals" or "RFP" means the process described in this document; and
- "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

# 2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the Province. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

# 3. Additional Information Regarding the Request for Proposals

Proponents are advised to fill out and return the attached Receipt Confirmation Form.

All subsequent information regarding this Request for Proposals, including changes made to this document will be posted on the BC Bid website at www.bcbid.ca. It is the sole responsibility of the Proponent to check for amendments on the BC Bid website.

### 4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time.

Hard-copies of late proposals will not be accepted and will be returned to the Proponent. Electronic proposals that are received late will be marked late and will not be considered or evaluated.

In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

### 5. Eligibility

- a) Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.
- Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

### 6. Evaluation

Evaluation of proposals will be by a committee formed by the Province and may include employees and contractors of the Province. All personnel will be bound by the same standards of confidentiality. The Province's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

### 7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the Province may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

#### 8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Province.

### 9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

### 10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Province for purposes of clarification.

### 11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Province, if any. If the Province elects to reject all proposals, the Province will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

### 12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

### 13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.



### 14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

### 15. Currency and Taxes

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- c) exclusive of Goods and Services Tax and Provincial Sales

### 16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

### 17. Sub-Contracting

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Government Contact Person listed on page 1 prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the Province.

### 18. Acceptance of Proposals

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The Province is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The Province will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

### 19. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

### 20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the Province on the terms set out in Appendix B.

### 21. Liability for Errors

While the Province has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Province, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

### 22. Modification of Terms

The Province reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

### 23. Ownership of Proposals

All proposals submitted to the Province become the property of the Province. They will be received and held in confidence by the Province, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this Request for Proposals.

### 24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Province in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the Province in relation to this Request for Proposals.

### 25. Reciprocity

The Province may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

### 26. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Province, including the evaluation committee and any elected officials of the Province, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Province.

#### 27. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Province with personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province. Such written consents are to specify that the personal information may be forwarded to the Province for the purposes of responding to this RFP and use by the Province for the purposes set out in the RFP. The Province may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Province.

# B. Requirements and Response

# 1. Project Summary

The Ministry of Energy, Mines and Petroleum Resources (MEMPR) is requesting proposals for the development of a Remediation Plan that will enable the mitigation of contamination from the Tulsequah Chief Mine. The historic underground mine is located approximately 120 kilometres south of Atlin and 65 kilometres northeast of Juneau, on the Tulsequah River in the traditional territory of the Taku River Tlingit First Nations (TRTFN). When it was operational, the mine produced silver, gold, zinc, copper, cadmium and lead.

Historic mining activities between 1951 and 1957 at the Tulsequah Chief Mine have left a legacy of acid rock drainage (ARD) issues. Environmental risks caused by the Tulsequah Chief Mine have been a longstanding concern and the Province is committed to finding a permanent resolution by remediating the risks.

### 2. Additional Definitions

In addition to the definitions set out in paragraph 1 of Section A, the following definitions will apply:

- "MEMPR" means Ministry of Energy, Mines and Petroleum Resources;
- "ENV" means Ministry of Environment and Climate Change;
- "Report" refers to the 2016 Aquatic and Ecological risk Assessment of the Tulsequah Chief Mine, Skeena region prepared by SLR Consulting for the BC Ministry of Environment, dated April 2017.

### 3. Project Overview

### 3.1 Ministry Responsibility

The BC Ministry of Energy, Mines and Petroleum Resources regulates the exploration and mineral production industry in B.C. The Ministry is responsible for administering the *Mines Act* and the Health, Safety and Reclamation Code for Mines (HSRC). All mining projects in British Columbia are subject to approvals under the *Mines Act* and must comply with requirements of the HSRC which serves to protect employees and all other persons from undue risk to their health and safety in connection to activities at a mine and to protect and reclaim the land and watercourse affected by mining. By definition, closed mines, such as the Tulsequah Chief Mine are considered to be a mine, under the *Mines Act, and*, therefore subject to the Act and HSRC.

### 3.2 Background Information

Historic mining activities conducted between 1951 and 1957 at the Tulsequah Chief mine have left a legacy of acid rock drainage (ARD) issues. In 1987 Redfern Mines Ltd. acquired the mine and conducted extensive exploration, including limited underground development and diamond drilling under an exploration permit. The company also applied for and received an Environmental Assessment Certificate and *Mines Act* permit to allow for limited construction activities. The permitted mine plan, had the mine been able to succeed, was designed to addressed historic mining impacts from ARD.

In 2010 the mine was taken over by Chieftain Metals Ltd. with the intent to continue the proposed mine development plan. No further permitting was completed by the company and by June 2015 the site again went into care and maintenance. During this period of ownership, Chieftain had constructed a permanent water treatment plant. The water treatment plant, operated for 9 months, but did not perform as expected and was shut down in June 2012.

A report commissioned in 2016 by the Ministry of Environment entitled "2016 Aquatic and Ecological risk Assessment of the Tulsequah Chief Mine, Skeena Region" prepared by SLR Consulting, dated April 2017 (Appendix B) is attached. Although limited in scope, the study and report presents the finding that there may be localized aquatic affects in the Tulsequah River from the mine discharge.

Access to the site is by fixed wing or helicopter, with the closest airport located in Atlin. Barging options may also be useful; however this would need to be further evaluated. There is a limited window for earthworks due to access and weather constraints. Camp facilities and services would need to be provided.

### 3.3 Overall Project Scope

To conduct a Risk Analysis that will guide the development of a cost effective, Remediation plan that can support Closure if required, for the Tulsequah Chief Mine. It is MEMPR's intention to use the Remediation Plan to complete the work required, therefore the plan must be fully implementable. Detailed costing is of the essence to enable the understanding of the level of design being proposed.

### 4. Project Requirements and Deliverables

Final report (due September 30, 2019), must include the following sections:

- 4.1 **SITE HAZARD ASSESSMENT:** A site hazards/risks assessment must be completed. Detailed characterization of all components of the site is required in order to assess the current level of ecological risk and public safety to enable inform decisions regarding remediation and long term management.
- 4.2 **RISK ANALYSES**: The report must use a detail the risk analyses process to inform the level of remediation required. Process should include an assessment that will identify, evaluate and measure the probability and severity of risks and provide a determination what to do with the identified risks, implementation measures and post remediation management.
- 4.3 **REMEDIATION METHODOLOGIES**: The final report must clearly identify the various remediation methodologies that could be used to affect remediation for each mine component and how they will be evaluated. When applicable, detail design information is required for engineering structures. (Note: IFC drawings will be required for implementation phase.)
- 4.4 **COST ESTIMATION**: The final report must provide a detailed estimation of costs to implement the remediation activities. The estimate should break down both the immediate costs to do the remediation works and long term management costs using appropriate NPV calculations.

The report must be signed by a Qualified Professional registered and in good standing with a BC Professional Association.

# 5. Evaluation

# 5.1 Mandatory Criteria

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

### **Mandatory Criteria**

- a) The proposal must be received at the closing location before the specified closing time.
- b) The proposal must be in English and not be sent by facsimile or e-mail.
- c) The proponent must be based in Canada.
- d) Two (2) complete hard copies of the proposal and one (1) digital PDF version on an unencrypted USB flash drive, must be submitted with the Request for Proposals cover page (attach page 1) and an originally signed Proponent Section (complete, sign and attach page 2).
- e) The proposal must include three references that can comment directly on projects that the Proponent has completed.
- f) The proposal must include a recently updated resume of the key personal developing the Risk Analyses/Remediation and Closure Plan.

### 5.2 Desirable Criteria

Proposals meeting all of the mandatory criteria will be further assessed against desirable criteria.

The following table summarizes the Desirable Criteria and Points breakdown:

Desirable Criteria	Weight	Minimum Score	
Corporate Experience:			
The Proponent's response will demonstrate successful completion of similar projects in nature and size as the project covered by this RFP.			
Proponent's corporate experience and capacity to evaluate similar proposals. In particular, the Proponent must demonstrate they have sufficient past project experience for successfully completing this proposal with this complexity.	20	12	

Understanding of Project:			
The proposal should:			
• detail the process that will be used for determining site hazards/risks,			
<ul> <li>detail the process that will be used to do the risk analyses that will inform the level of remediation required;</li> </ul>	40	20	
<ul> <li>detail the process that will be used to identify the various remediation methodologies that could be used to affect remediation; and</li> </ul>			
• detail the process that will be used to estimate the costs to implement the remediation activities and long term management.			
Project Team:			
The composition and experience of the Project Team will be evaluated individually, and as a whole, on its overall ability to develop a comprehensive Risk Analyses/Remediation and Closure plan.		10	
• Your proposed project team should include members that will directly contribute to development of the Risk Analyses/Remediation and Closure plan.	20		
• Resumes for each proposed project team member should not exceed more than 2 pages in length.			
Price:			
Provide a detailed cost breakdown of the tasks to be completed (including fees and expenses), hourly rates of team members, and a total project price.	20		
Only those proposals meeting both the mandatory criteria and the minimum passing points for all of the applicable desirable criteria will be evaluated for price.	ria		
TOTAL	100		

Proposals not meeting a minimum score of 65% will not be further assessed.

The proposal with the lowest price or any proposal may not necessarily be accepted.

# 6. Proposal Format

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent responses and to ensure that each proposal receives full consideration. All pages should be 8.5" x 11" in size and should be consecutively numbered.

### (a) Request for Proposals Cover Page

Provide an unaltered Request for Proposals Cover Page. (attach page 1). Failure to include this page in hard copy submissions will result in a missed mandatory criterion, and the proposal will receive no further consideration.

### (b) <u>Proponent Section Cover Page</u>

Provide an unaltered, completed and signed Proponent Section (complete, sign and attach page 2), identifying the name and address of the Proponent. Failure to include this page in hard copy submissions will result in a missed mandatory criterion, and the proposal will receive no further consideration.

### (c) <u>Table of Contents</u>

Table of contents including page numbers.

### (d) <u>Proponent Contact</u>

Provide the name, address, phone, facsimile and email of the contact person.

### (e) Summary

A short (one or two page) summary of the key features of the proposal.

# (f) <u>Proposal Body</u>

The body of the proposal should include a description of Contractor capabilities, approach and proposed cost. This should include all the information required under desirable criteria.

### (g) Appendices

Appendices should be appropriately tabbed and referenced.

### 7. Proponent Response

In order to receive full consideration during evaluation, proposals should include a detailed response to the following:

### 7.1 Corporate Experience

- Clearly identify the Proponent's legal business name and business address.
- Provide a summary description of the Proponent's recent and current corporate experience and assignments that are relevant and/or similar in scope to the Services anticipated by this RFP.
- Provide project examples that demonstrate previous experience managing large multi-year reclamation projects, sub-contractors and team members.

- Provide examples that demonstrate previous corporate experience with the work required and that was completed within the previous five (5) years.
- Provide examples of corporate experience that demonstrate previous project experience for developing risk analyses/ remediation and Mine Closure plans.
- Three (3) corporate references, that can comment directly on projects that the Proponent has completed, must be included.

### 7.2 Methodology

- Provide details of the proposed methodology that demonstrates the Proponent has an understanding of the project.
- Provide an understanding of the site conditions and the objectives to be completed.
- Indicate any unique aspects of the site, in particular the limited access and seasonal window, which
  requires innovative solutions that may be necessary to complete the project safely and successfully.
- Confirm reporting requirements will be provided in appropriate formats, including necessary tables
  and drawings as required. Note that the reports must be completed to the satisfaction of the
  Province.
- Indicate which regulatory requirements must be followed, as well as any regulatory permits or approvals that must be obtained.
- Provide details on ability and commitment to provide timely service.

# 7.3 Project Team

The Project Team should contain sufficient and qualified personnel to carry out the service provided. The team must include a Qualified professional and in good standing with the BC professional Association.

The Proponent should demonstrate that it has the capability, resources and commitment to complete this project within the specified time frame.

It is recognized that this may require a mix of Proponent and sub-contractor expertise. The proposal should clearly demonstrate how these services will be provided and effectively managed.

- Individual role, qualifications, and responsibility(ies) related to the tasks and objectives of the work required;
- A discussion on why the experience and qualifications of the proposed key project team members are best suited to complete the work required.
- Provide a brief summary that supports the composition of the proposed project team including
  overall organization of the team, qualifications, suitability to complete the work required, and any
  unique qualities of the team that provide added value to the tasks and objectives of the work
  required.

# 7.4 Communication and Scheduling

Provide a clear understanding of the project requirements including:

- Key milestone updates; and
- Contingency planning / issue resolution.

# 7.5 Price

The proposal should include a detailed breakdown of costs, fees and expenses including an estimation of hours and hourly rates for each project team member, as well as any subcontractors, and disbursement costs, etc.

Only those proposals meeting both the mandatory criteria and the minimum passing points for all of the applicable Desirable Criteria will be evaluated for price.

# **Appendix A** - Contract Form & Insurance Requirements

# **Contract Form:**

By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the Province in accordance with the terms of the Province's General Service Agreement and attached Schedules; a copy of which is available on the Internet at:

http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates/general-service-agreement-information

# **Insurance Requirements:**

Any Contract resulting from this Request for Proposals may require that the Contractor, without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the Contract term, the following insurances with insurers licensed in British Columbia in forms acceptable to the Province. All required insurance will be endorsed to provide the Province with 30 days' advance written notice of cancellation or material change. The Contractor will provide the Province with evidence of the required insurance, in the form of a completed Province of British Columbia Certificate of Insurance, immediately following execution and delivery of the Contract.

Comprehensive Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. The Province is to be added as an additional insured and the policy shall contain a cross liability clause.

Professional Liability in an amount not less than \$1,000,000 insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under the Contract.

# **Appendix B** - Travel Instructions and Allowances for Contractors

<u>General:</u> "Travel Status" means travel necessarily incurred by you in the performance of the Services in British Columbia and that is pre-approved by the ministry. Travel Status begins and ends at the locations and distance designated in the Contract Payment Schedule.

Travel not meeting the description of 'Travel Status', must be approved by the ministry and written into the contract before the additional travel expense will be reimbursed.

The most economic travel arrangements should be used consistent with the time available to conduct the business.

Travel expenses must not be billed directly to the province by the contractor.

Notwithstanding your status as an independent contractor, expenses incurred on out-of-province travel will only be reimbursed when specific provision is made in the contract and prior approval for the travel has been obtained from the ministry.

Contractors will be provided with a Letter of Authorization for Cost Recoverable Contractors for vehicle rental and/or hotel accommodations.

<u>Meals</u>: Meals received at public expense or without charge may not be claimed. On the date of departure, travel status must start before 7:00 a.m. to claim breakfast; before 12:00 noon to claim lunch; and, on the date of return, travel status must end after 6:00 p.m. to claim dinner. Meal and per

diem allowances effective April 1, 2018 are as follows:

Breakfast	Lunch	Dinner	Maximum	B & L	L & D	B & D
Only	Only	Only	Full Day	Only	Only	Only
\$22.00	\$22.00	\$28.50	\$49.00	\$30.00	\$36.50	\$36.50

**Private Vehicle Use:** \$0.54 per kilometre [applicable only when driving beyond 32 kilometers from the Base Location(s) indicated in Schedule B].

**Rented Vehicle Use\*:** Cost of rented vehicles may be claimed, if required in order to perform the Services and if approved by the Province.

Upon request and in advance of any rental, the Province will provide an authorization letter for access to the government's Corporate Supply Arrangement (CSA). These CSAs entitle government authorized contractors to preferred vehicle rental rates.

Approved car rental agencies and the maximum rates for each community are listed at <a href="http://www.pss.gov.bc.ca/csa/categories/vehicle\_rentals/vehicle\_rentals\_daily/vehic

Personal Accident Liability (PAL) will not be reimbursed. Collision Damage Waivers (CDW) will be reimbursed only when renting from a company not on the approved list for a specific community or when renting outside BC.

<u>Accommodation</u>\*: Acquisition of hotel accommodation will be made using the guide located at <a href="http://pss.gov.bc.ca/csa/categories/accommodation/search">http://pss.gov.bc.ca/csa/categories/accommodation/search</a> The initial sort in the guide is by city, then alphabetically by hotel name. Click on the hotel name to link to the pricing details for that hotel.

In making a hotel selection for your travel, you must select the most cost effective hotel that meets your business requirements considering the basic room cost and any supplementary costs for internet access, parking or other costs.

You must ensure the price you are charged is at or below the rates quoted in the hotel guide for the room and any supplementary charges (there may be specials or promotional prices that are below the rates quoted in the guide). The 'number in party' identified on the receipt must show only one person.

Only in exceptional or emergency circumstances should a hotel be used that is not in the guide – ie. all the hotels in the guide are full. Before using another hotel, you must obtain the pre-approval of the Ministry Representative.

Where private accommodation is used, a maximum of \$31.65 per day is payable - no receipts required.

<u>Parking\*</u>: When a vehicle is utilized by a contractor while engaged in the fulfillment of his/her obligations under the Agreement, receipted parking charges will be reimbursed at cost.

**Ferry Travel\*:** Full cost of passenger and/or vehicle ferry travel will be reimbursed. Receipts or legible copies are required. Costs of using private boats are not reimbursable.

<u>Air Travel\*</u>: Cost of economy class fare is payable when the passenger copy of the air ticket (or a legible copy) is submitted - a requirement even when fare is paid through a travel agency.

**<u>Highway Tolls\*:</u>** Full cost of highway tolls can be claimed.

**<u>Bus/Taxi Costs\*</u>**: Travel by bus or taxi costs when traveling point-to-point will be reimbursed.

<u>Business Long Distance Telephone, Postage, Facsimile, Courier</u> and other legitimate communication expenses incurred as part of the Agreement are reimbursable when detailed by invoice or statement. Expenses where receipts have been issued, (e.g. courier expenses, telephone) receipts or legible copies must be submitted as substantiation.

<u>Miscellaneous Travel Expenses:</u> Laundry, gratuities, porterage and personal phones calls cannot be claimed.

<sup>\*</sup> Expense receipts or legible copies must be submitted.