



December 23, 2013

01-13-6001

LETTER OF INVITATION

Dear Sir/Madam:

The Department of Indian Affairs and Northern Development (DIAND) invites you to submit a proposal for the following work:

Expert Engineering and Advice, Environmental Investigation and Remediation Related to Contaminated Sites Program in Nunavut and Northwest Territories - Standing Offer Agreements

The following Comprehensive Land Claims Agreement Claimant groups have been advised:

**Nunavut Land Claims Agreement
T'licheo Agreement
Gwich'in Comprehensive Land Claim Agreement
Inuvialuit Final Agreement
Sahtu Dene and Metis comprehensive Land Claims Agreement**

DIAND intends to award up to seven (7) competitively awarded SOAs as a result of this proposal call.

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, and Statement of Work.

Please ensure that your proposal is complete in all respects and includes all information required for a comprehensive evaluation in accordance with the criteria described in the Selection and Evaluation Criteria attached.

Tous les documents de cet appel d'offres sont aussi disponibles dans la langue française. / All Request for Proposal documents associated with this proposal call are also available in the French language.

*Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) must be able to provide their services **in English**.*

The price(s) quoted in the financial proposal are to be expressed as a fixed per hour rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The fixed per hour rate(s) must include all payroll, overhead costs and profits required to complete the Work.

The invited bidders shall not introduce in their proposal cost elements which are not requested in this proposal call.

The price(s) quoted shall include any and all applicable taxes, subject to the following:

- a) The proposal shall expressly indicate whether the Contractor is a registrant in the Federal Goods and Services Tax (GST) Program, the Harmonized Sales Tax (HST) Program and/or the Quebec Sales Tax (QST) Program, and, if so, shall set out the registration number(s).

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- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and/or the Quebec Sales Tax (QST).

Electronic Transmission of Bids –mandatory Under the RFP

In order to be considered, bids must be received **no later than 14h00 (2:00 p.m.) (Eastern Time) on February 6, 2014** referred to herein as the “Closing Date.” Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids must be submitted by email and must be submitted **ONLY** to the following email address:

Email Address: soumission.bid@aadnc-aandc.gc.ca
Attention: Samantha Walker
Solicitation Number: 01-13-6001

Canada requests that bidders submit their electronic bid in separate attachments as follows:

Attachment I: Technical Bid - 1 soft copy (PDF, MS Word, or .XPS)
Attachment II: Financial Bid – 1 soft copy (PDF or Word, or .XPS)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

The total size of the email, including all attachments, **must not exceed 20 megabytes (MB)**. It is each Bidder’s responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by mail, fax or other means **will not** be accepted. Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder’s responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

In order to be considered, proposals or any amendments thereto must be received at the above address on or before the exact time and date set for the receipt of proposals. Late proposals will be returned unopened to senders.

Proposals may be amended by facsimile or electronic means if such amendment is received prior to the closing date and time set herein for receipt of proposals.

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 7 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

Please note that the lowest priced, or any proposal, will not necessarily be accepted.

LETTER OF INVITATION

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Samantha Walker by facsimile at 819-953-7830, or by e-mail at Samantha.Walker@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

Yours sincerely,

Samantha Walker
Senior Procurement Officer
Aboriginal Affairs and Northern Development Canada
c/o Heritage Canada acting as Bid Receiving Agent on behalf of DIAND, 15 rue Eddy, 2nd Floor Mailroom 2F1
(Heritage)
Gatineau, QC K1A0M5

Attach.

INSTRUCTIONS TO BIDDERS

1. This Request for Proposal (RFP) package consists of the components described below:

RFP PACKAGE CONTENTS	
COMPONENT	DESCRIPTION
<u>Selection and Evaluation Criteria</u>	Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement Appendix A : General Conditions Appendix B : Supplementary Conditions Appendix C : Terms of Payment Appendix D: Statement of Work Appendix E : Travel Expense Information Annex A : Certificate of Independent Bid Determination	This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/Supply Arrangement terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal. Prior to Standing Offer award, bidders must complete, sign and submit, the Certificate of Independent Bid Determination attached hereto as Annex "A".

2. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.

3. **Electronic Transmission of Bids –mandatory Under the RFP**

In order to be considered, bids must be received **no later than 14h00 (2:00 p.m.) (Eastern Time) on February 6, 2014** referred to herein as the “Closing Date.” Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids must be submitted by email and must be submitted **ONLY** to the following email address:

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Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

The total size of the email, including all attachments, **must not exceed 20 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by mail, fax or other means **will not** be accepted. Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

4. Bidder's GST/HST Registration Number

Bidders registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.

5. Language of Contractual Documents

Should your bid be successful following the evaluation process, the language of the contractual documents will be the same as the language you chose to use in your proposal.

6. Proposal Signatures

In order to be considered, proposals must be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is being submitted by a joint venture, the proposal must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture, or, a statement must be provided to the effect that the signatory represents all members of the joint venture.

7. Legal Capacity

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

8. Debriefing

A debriefing will be provided, on request, only following entry by the Department of Indian Affairs and Northern Development (DIAND) into a contractual arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder must contact Samantha Walker by fax at 819-953-7830 or by email at Samantha.Walker@aadnc-aandc.gc.ca within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

INSTRUCTIONS TO BIDDERS

9. Bidders Recourse

If, despite the information provided during the debriefing, a Bidder is still dissatisfied with the Departments handling of the procurement, the following recourse mechanisms are available:

- 9.1 in the case of all procurements, unsuccessful bidders have the right to file a written complaint with the Departmental Procurement Review Committee, Department of Indian Affairs and Northern Development;
- 9.2 in the case of procurements subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada - Chile Free Trade Agreement (CCFTA) or the Canada – Peru Free Trade Agreement (CPFTA), unsuccessful bidders have the right to file a written complaint with the Canadian International Trade Tribunal; and/or
- 9.3 in the case of procurements not subject to trade agreements, unsuccessful bidders have the right to bring action in Federal Court.

Bidders are requested to contact the Procurement Official identified in the Request for Proposals, Letter of Invitation for further information regarding complaint filing procedures.

10. Bid Validity Period

- 10.1 Bids will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 10.2 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 10.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- 10.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

11. Receipt and Custody of Proposals

- 11.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.
- 11.2 Proposals received after the closing time will not be considered.
- 11.3 Proposals received will become the property of Canada and will not be returned.
- 11.4 All proposals as described in 11.3 above are subject to the provisions of the *Access to Information Act*.

INSTRUCTIONS TO BIDDERS

12. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Service Contract/Standing Offer Agreement/Supply Arrangement Terms and Conditions

Bidders who submit a proposal in response to this Request for Proposals agree to be bound by the instructions, clauses and conditions of this solicitation and accept the terms and conditions of the resulting Service Contract/Standing Offer Agreement/Supply Arrangement. Proposals not in compliance with this requirement will be deemed to be non-compliant and given no further consideration.

13. Basis of Fees and Cost Quotation

- 13.1 The price(s) quoted in the financial proposal must be expressed in terms of fixed per hour rate(s) based on a 7.5 hour day for each member of the project team - if applicable - assigned to perform the Work under the Standing Offer Agreement.
- 13.2 At no time will time rates include such things as travel/miscellaneous expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Standing Offer Agreement.
- 13.3 The fixed per hour rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: fixed per hour rate(s) are not to be quoted as ranges).

14. Option to Extend Standing Offer Agreement

- 14.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by two (2) additional one (1) year periods under the same terms and conditions.
- 14.2 Canada may exercise this option at any time by sending a notice to the Contractor at least thirty (30) calendar days prior to the Standing Offer Agreement expiry date.
- 14.3 The Contractor agrees that, during the extended period the Standing Offer Agreement, the rates/prices will be in accordance with the provisions of the Standing Offer Agreement.

15. Standing Offer Agreement Award

The Department intends to award seven (7) Standing Offer Agreements as a result of this proposal call.

16. Bidder Notification

Bidders will be notified in writing of the successful Contractor(s) name and address, once the Department has completed the evaluation of all valid bids received.

17. Intellectual Property

The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Contract.

INSTRUCTIONS TO BIDDERS

18. Former Public Servants In Receipt of a Lump Sum Payment or Government Pension

Bidders who are contracting as an individual; a Corporation/Partnership or, a Sole Proprietorship with a Major Controlling Interest in the Contracting Entity that are either:

- a) a former public servant in receipt of a lump sum payment package; or
- b) a former public servant in receipt of a government pension

must provide, as part of their technical proposal, the following information regarding their status as a former public servant:

- a) if applicable, termination date, amount of lump sum payment incentive and lump sum payment period; and/or
- b) date of retirement: Month/Day/Year

19. Communications During Request for Proposal Tendering Period

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Samantha Walker by facsimile at 819-953-7830, or by e-mail at Samantha.Walker@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

20. Location of Work

- 20.1 It may be necessary for Suppliers to locate their project team to either Iqaluit, Nunavut or Yellowknife, Northwest Territories when performing call-up work.
- 20.2 Iqaluit, Nunavut and Yellowknife, NWT is considered an isolated posting by the Federal Government. Many services commonly available in the south may not be available or will take extra time if shipping to a southern location is involved (e.g. courier, mail, plane schedules, repairs to computers). Taking into account that Iqaluit, Nunavut is a northern city with a small population base, recreational and social activities are available but limited in comparison to a major city south of 60 degree parallel.

SELECTION AND EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION METHODOLOGY

- 1.1 Bidders **MUST** ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this Request for Proposal (RFP). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.
- 1.2 Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal **will not** be considered; should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included within the Proposal. URL links to the Bidder's website **will not** be considered by the DIAND Evaluation Committee.
- 1.3 To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted.
- 1.4 Experience gained during formal education **will not** be considered work experience. All requirements for work experience **MUST** have been obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- 1.5 **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Bidders are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2007 to December 2007; Project #2 time frame is October 2007 to January 2008; the total months of experience for these two project references is seven (7) months.
- 1.6 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the DIAND Evaluation Committee will be taken into consideration.
- 1.7 **Each Proposal will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria. The Selection and Evaluation Process for Proposals consists of the following three (3) stages:
- Stage 1 -** Bidders will be evaluated on Mandatory Requirements M1-M3.
- Stage 2 -** Bidders meeting the mandatory requirements will be evaluated on the basis of Point-Rated Criteria R1-R6 inclusive.
- Stage 3 -** Bidders meeting an overall pass mark of 75% on Point-Rated Criteria R1-R6 inclusive will be evaluated on the basis of their Financial Proposal.
- Bidders failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.**

SELECTION AND EVALUATION CRITERIA

1.8 Definitions

The following definitions apply to the Criteria below:

“**Must**” refers to a requirement. Failure on the part of the Bidder to provide the information or demonstrate it meets a requirement expressed by “**Must**” within its Proposal, will result in the Proposal being deemed non-compliant and no further consideration given.

“**Should**” refers to a desired element. Failure on the part of the Bidder to provide the information requested by “**should**” within its proposal or to demonstrate that it meets the element expressed by “**should**” may result in the Bidder receiving less than full points on the Point-Rated Criteria. Bidders are encouraged to address elements expressed by “**should**”.

2.0 Mandatory Requirements

Bidders' proposals **MUST** meet **ALL** of the Mandatory Requirements in order for their proposals to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) or more of the Mandatory Requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration:

M1 Corporate Profile and Resume	COMPLIANT (YES/NO)	Page #
<p>1.1 The Bidder MUST provide a corporate profile and resume demonstrating the Bidder’s knowledge and experience in the provision of services relevant to, and similar to this work stream as defined in 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 Proposal (including, as applicable, all joint venture, consortia, partners or subcontractors); 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. <p>1.2 At a minimum, the Bidder MUST include within the corporate resume a written description of approximately 1000 words indicating the Bidder’s capabilities as a firm, including;</p> <ul style="list-style-type: none"> a. The extent of the Bidder’s experience in the provision of services specifically relating to contaminated site activities in remote northern locations; b. The Bidder’s proposed project management approach; and c. Resource availability and access to back-up resources. 		

M2 Proposed Resources	COMPLIANT (YES/NO)	Page #

SELECTION AND EVALUATION CRITERIA

M2 Proposed Resources	COMPLIANT (YES/NO)	Page #
<p>2.1 The Bidder MUST propose a resource team composed of the following numbers and Resource Categories:</p> <ul style="list-style-type: none"> • Senior Personnel (minimum 2 required); • Intermediate Professional and Engineering Personnel (minimum 2 required); • Junior Professional and Engineering Personnel (minimum 2 required); • Technical Support Personnel (minimum 2 required); and • Administrative and Clerical Support (minimum 1 required). <p>2.2 The Bidder MUST include detailed CVs for each proposed resource.</p>		
<p>2.3 The Bidder’s Senior Project member(s) must each have:</p> <ul style="list-style-type: none"> a) A minimum of ten (10) years demonstrated experience in environmental or engineering fields; and, b) Professional accreditation in either Engineering, Biology, Geophysics or Geology; or Masters or Ph.D. in a scientific discipline; or ten (10) years Project Management experience with a Bachelor of Science Degree. <p>2.4 The Bidder’s Intermediate Project member(s) must each have:</p> <ul style="list-style-type: none"> a) A minimum of five (5) years demonstrated experience in environmental or engineering fields; and, b) Professional accreditation in either Engineering, Biology, Geophysics or Geology; or Bachelor’s degree in a scientific discipline. <p>2.5 The Bidder’s Junior Project member(s) must each have:</p> <ul style="list-style-type: none"> a) A minimum of two (2) years demonstrated experience in environmental or engineering fields; and, b) Professional accreditation in either Engineering, Biology, Geophysics or Geology; or Bachelor’s degree in a scientific discipline. <p>The Bidder must include a copy of the degree(s)/certification(s) received by each proposed resource.</p>		

SELECTION AND EVALUATION CRITERIA

M3 Project Summaries	COMPLIANT (YES/NO)	Page #
<p>3.1 The Bidder MUST provide three (3) written project summaries describing in detail the Bidder’s experience in successfully providing services relevant to, and similar to the work as defined the Statement of Work.</p> <p><i>* If more than three (3) project summaries are included within the Bidder's Proposal, the Evaluation Committee will only consider the first three (3) listed, in the order in which they are presented in the Bidder's Proposal.</i></p> <p>3.2 Projects MUST have taken place during the past seven (7) years.</p> <p>3.3 Within each project summary provided, the Bidder MUST indicate (a-g):</p> <ul style="list-style-type: none"> a) The name of the client organization; b) A description of the type and scope of services provided; c) The dates/ duration of the project; d) The dollar value of the project (to the Bidder); e) The project management approach and quality assurance methodology utilized; f) The role of the Bidder’s proposed resources involved in the project; g) A client letter of reference for each project identified within the proposal submission. (Note: The reference letters are to be signed and dated by the referrer). <p>Failure to provide any of the above information with respect to each cited project summary will render the Bidder’s Proposal non-compliant.</p>		

3.0 **POINT-RATED CRITERIA**

2.1 **Rated Requirements**

Proposals 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. Evaluation in response to these criteria is based on a "rules of evidence" approach; that is, the DIAND Evaluation Committee may only evaluate a Bidder on the basis of the contents of the Bidder’s submitted proposal, and **NOT** on any prior knowledge or experience with the Bidder or the Bidder’s work. It is the responsibility of the Bidder to ensure the completeness, clarity, and provision of sufficiently detailed

SELECTION AND EVALUATION CRITERIA

evidence to enable the DIAND Evaluation Committee to evaluate the Bidder’s proposal on basis of the criteria contained within.

Points Summary

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

Evaluation Criteria	Weight
R1. Proposed Resources	42
R2. Project Understanding	10
R3. Project Management Approach	20
R4. Proposal Quality	5
R5. Reference Letters	10
R5. Proposed Aboriginal Opportunity Considerations	15
<hr/>	
Total Available Points (R1-R6)	102
Minimum Required Pass mark:	76.5/102 (75%)
Prorated Technical Score	80

R1 PROPOSED RESOURCES		<i>Up to 42 points</i>
<p>The CVs of the Bidder’s proposed resource team, as submitted in response to Mandatory Requirement M2 will be evaluated on the breadth and depth of the individuals experience and skills. *Note that each of the proposed resources will be evaluated separately. ** Where the Bidder proposes multiple resources, the average score of the resources will determine the Bidder’s score.</p>		
1.1	<p>For the Senior, Intermediate and Junior Professional and Engineering Personnel, the extent of experience and skills relating to the following key areas:</p> <ul style="list-style-type: none"> i. Experience on similar projects; ii. Experience working in remote Northern environments; and iii. Experience in the proposed project role. 	<p>Up to 4 points per key area (i-iii)</p> <p>Up to 12 points per proposed resource</p> <p>Up to 12 points per Resource Category</p> <p>Up to 36 points in total</p>

SELECTION AND EVALUATION CRITERIA

R1 PROPOSED RESOURCES		<i>Up to 42 points</i>
1.2	<p>For the Technical Support Personnel Category, the extent of experience and skills relating to the following key areas:</p> <ul style="list-style-type: none"> i. Experience on similar projects; ii. Experience working in remote Northern environments; and iii. Experience in the proposed project role. 	<p>Up to 2 points per key area (i-ii)</p> <p>Up to 6 points per proposed resource</p> <p>Up to 6 points per Resource Category</p> <p>Up to 6 points in total</p>
<p>The following rating scale will be used to evaluate the resources’ skills and experience outlined in factor 1.1 with points for demonstrating evidence as follows:</p> <ul style="list-style-type: none"> • 4 points = Demonstrates extensive and relevant skills and experience in this area; • 3 points = Demonstrates significant and relevant skills and experience in this area; • 2 points = Demonstrates adequate relevant skills and experience in this area; • 1 point = Demonstrates little relevant skills and experience in this area; • 0 points = Demonstrates no relevant skills and experience in this area. <p>The following rating scale will be used to evaluate the resources’ skills and experience outlined in factor 1.2 with points for demonstrating evidence as follows:</p> <ul style="list-style-type: none"> • 2 points = Demonstrates extensive and relevant skills and experience in this area; • 1.5 points = Demonstrates significant and relevant skills and experience in this area; • 1 point = Demonstrates adequate relevant skills and experience in this area; • 0.5 point = Demonstrates little relevant skills and experience in this area; • 0 points = Demonstrates no relevant skills and experience in this area. 		

R2 PROJECT UNDERSTANDING	<i>Up to 10 points</i>
<p>The evidence within the Bidder’s written summary, provided in response to M1.2, will be evaluated based on their experience and understanding of the unique nature of the work, relative but not limited to the constraints of working in a remote northern area with potentially limited support.</p>	
<p>The following rating scale will be used to evaluate the Bidder’s experience and understanding with points for demonstrating evidence as follows:</p> <ul style="list-style-type: none"> • 8-10 points = Demonstrates extensive and relevant experience and understanding in this area; • 5-7 points = Demonstrates significant and relevant experience and understanding in this area; 	

SELECTION AND EVALUATION CRITERIA

R2 PROJECT UNDERSTANDING	<i>Up to 10 points</i>
<ul style="list-style-type: none"> • 3-4 points = Demonstrates adequate relevant experience and understanding in this area; • 1-2 points = Demonstrates little relevant experience and understanding in this area; • 0 points = Demonstrates no relevant experience and understanding in this area. 	

R3 PROJECT MANAGEMENT APPROACH	<i>Up to 20 points</i>
<p>The Bidder’s proposed project management approach, submitted as evidence of compliance with Mandatory Requirement M1, will be evaluated on the basis of sound project and managerial structures with respect to quality assurance, communication and reporting, and human resource management, as detailed below.</p> <p>The following rating scale will be used for this criterion. Points will be awarded for factor 4.1, 4.2, and 4.3 as noted below.</p> <p>Excellent – 100%</p> <p>The response is complete in that it addresses and provides exceptionally relevant supporting detail for the Criterion factor; therefore, the response is considered to have outstanding merit.</p> <p>Good – 85%</p> <p>The response is complete in that it clearly addresses and provides some relevant supporting detail for the Criterion factor; therefore, the response is considered to have a good level of merit.</p> <p>Satisfactory – 70%</p> <p>The response is complete in that it clearly addresses in some detail the Criterion factors while providing some supporting detail; therefore, the response is considered on balance to have satisfactory merit.</p> <p>Minimal – 40%</p> <p>The response is not complete in that it fails to fully address some of the Criterion factors; it is not clear or is incomplete; therefore, the response is considered to have insufficient merit.</p> <p>Poor – 20%</p> <p>The response is not complete in that it fails to address all the Criterion factors and only nominally addresses some factors; therefore, the response is considered to have very little merit.</p> <p>Not indicated / Unsatisfactory – 0%</p> <p>No response was received for this factor or the response does not address any of the factors; therefore, the response cannot be considered to have any merit.</p>	

SELECTION AND EVALUATION CRITERIA

R3 PROJECT MANAGEMENT APPROACH		<i>Up to 20 points</i>
3.1	<p>Quality assurance</p> <p>The Bidder’s proposed project management approach demonstrates quality assurance methodologies that include:</p> <ul style="list-style-type: none"> • Effective measures to be implemented to maintain and control performance (such as project schedule, project scope, cost, communications with DIAND); • A methodology to achieve and ensure high quality, reliable and effective services and deliverables; • An effective means of identifying and successfully countering risks and constraints anticipated in the work. • Examples of the excellence of the methodology, how it is applied, and the outcome that will result. 	<p>Up to 10 points</p> <p>Excellent = 100% Good = 85% Satisfactory = 70% Minimal = 40% Poor = 20% Unsatisfactory = 0%</p>
3.2	<p>Communication and reporting process</p> <p>The Bidder’s proposed project management approach demonstrates a reporting process that:</p> <ul style="list-style-type: none"> • Ensures timely, effective, and appropriate communications and relationships with DIAND personnel; • Allows for effective and accurate invoice reconciliation; • Includes a schedule and methods of communication that will establish regular contact with DIAND; • Ensure that DIAND is kept informed of the progress, challenges, and any issues which may arise during the course of any assigned work. • A method for the management of knowledge transfer to DIAND. 	<p>Up to 5 points</p> <p>Excellent = 100% Good = 85% Satisfactory = 70% Minimal = 40% Poor = 20% Unsatisfactory = 0%</p>

SELECTION AND EVALUATION CRITERIA

R3 PROJECT MANAGEMENT APPROACH		<i>Up to 20 points</i>
3.3	<p>Human resource management</p> <p>The Bidder’s proposed project management approach demonstrates an approach to human resource management that includes:</p> <ul style="list-style-type: none"> • A clear structure and effective management of the Bidder’s proposed resource team; • The extent to which the Bidder’s approach to resource recruitment, training and retention will provide an appropriate level of qualified resources to provide services; • The 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. 	<p>Up to 5 points</p> <p>Excellent = 100% Good = 85% Satisfactory = 70% Minimal = 40% Poor = 20% Unsatisfactory = 0%</p>

R4 PROPOSAL QUALITY		<i>Up to 5 points</i>
<p>The quality of the Proposal will be evaluated on its format and clarity and in a manner that facilitates a clear and straightforward evaluation based on the information requested.</p> <p>Excellent – 2.5 points The Proposal addresses the Criterion completely and therefore is considered to have outstanding merit.</p> <p>Good – 2 points The Proposal addresses most aspects of the Criterion and is therefore considered to have satisfactory merit.</p> <p>Poor – 1 points The Proposal fails to address most aspects of the Criterion and is therefore considered to have little merit.</p> <p>Unsatisfactory – 0 points The Proposal does not address any aspects of the Criterion and therefore cannot be considered to have any merit.</p>		
4.1	<p>The Proposal is presented in a format that is well structured and easy to use; its order matches the sequence of the Mandatory and Point-Rated Criteria, and tabs are included between sections.</p>	Up to 2.5 points
4.2	<p>Sentences and paragraphs in the Proposal are clear and concise and information is presented in a logical manner.</p>	Up to 2.5 points

SELECTION AND EVALUATION CRITERIA

R5 REFERENCE LETTERS		<i>Up to 10 points</i>
<p>The following rating scale will be used to evaluate the reference letters submitted in M3. Points will be awarded for factor 5.1 as noted below. Points are awarded to the bidder for degree of overall achievement in each of the 3 sub-categories, and are not awarded on a project-by-project basis.</p> <p>Excellent – 100%</p> <p>The response is complete in that it addresses and provides exceptionally relevant supporting detail for the Criterion factor; therefore, the response is considered to have outstanding merit.</p> <p>Good – 85%</p> <p>The response is complete in that it clearly addresses and provides some relevant supporting detail for the Criterion factor; therefore, the response is considered to have a good level of merit.</p> <p>Satisfactory – 70%</p> <p>The response is complete in that it clearly addresses in some detail the Criterion factors while providing some supporting detail; therefore, the response is considered on balance to have satisfactory merit.</p> <p>Minimal – 40%</p> <p>The response is not complete in that it fails to fully address some of the Criterion factors; it is not clear or is incomplete; therefore, the response is considered to have insufficient merit.</p> <p>Poor – 20%</p> <p>The response is not complete in that it fails to address all the Criterion factors and only nominally addresses some factors; therefore, the response is considered to have very little merit.</p> <p>Not indicated / Unsatisfactory – 0%</p> <p>No response was received for this factor or the response does not address any of the factors; therefore, the response cannot be considered to have any merit.</p>		
5.1	<p>The letters should include:</p> <ul style="list-style-type: none"> i. The extent to which the bidder delivered services on time; ii. The extent to which the bidder delivered services on budget; and iii. The extent to which the bidder met the objective(s) of the project. 	Up to 10 points

R6 Proposed Aboriginal Opportunity Considerations		<i>Up to 15 points</i>
<p>The bidder should indicate its specific approach to enhancing participation of Aboriginal peoples in the work under any resulting call-up 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.</p>		

SELECTION AND EVALUATION CRITERIA

R6 Proposed Aboriginal Opportunity Considerations		<i>Up to 15 points</i>
The approach should indicate: <ul style="list-style-type: none"> i. any portion(s) of the Services it proposes to provide with support from Aboriginal peoples or suppliers; ii. whether these portions represent direct delivery of Services to the client by Aboriginal peoples or Businesses (i.e. direct benefit) or support to the Bidder’s delivery of Services to the client (i.e. indirect benefit); and iii. 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 (including whether use of trainee personnel or other capacity building measures). 		
6.1	The existence of head offices, administrative officer or other facilities in the Nunavut or Northwest Territories Settlement Areas.	Up to 5 points
6.2	The employment of Inuit/Aboriginal labour, engagement of Inuit/Aboriginal professional services, or use of suppliers that are Inuit/Aboriginal or Inuit/Aboriginal firms in carrying out the contract.	Up to 5 points
6.3	Demonstrated commitment to on-the-job training or skills development, training and apprenticeship programs for the Inuit/Aboriginal staff involved in this project.	Up to 5 points

4.0 FINANCIAL EVALUATION

Bidders meeting ALL Mandatory Requirements and achieving at least the required minimum score on the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal for the work stream.

- 4.1 The Financial Evaluation will be carried out by the Contracting Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.
- 4.2 *All of the information required in this section MUST appear in the Bidder’s Financial Proposal ONLY. The Bidder’s Financial Proposal MUST be submitted in a separate, sealed envelope from the Bidder’s Technical Proposal. The Bidder’s failure to comply with this condition will result in the Bidder’s Proposal being declared non-compliant and being given no further consideration.*
- 4.3 Failure on the part of the Bidder to provide the information required within the Financial Proposal Table(s) will result in DIAND deeming the Bidder’s Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.
- 4.4 For each year of the SOA (including the option years), Bidders MUST provide a fixed all-inclusive per hour rate (\$CAD) per Resource Category.

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SELECTION AND EVALUATION CRITERIA

- 4.5 The fixed per hour rates **MUST** be inclusive of all payroll, overhead costs and profits required for the Bidder to complete the work under the SOA (note: the fixed all-inclusive per hour rate is not to be quoted as a range).
- 4.6 The Bidder's fixed all-inclusive per hour rates shall be exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes will be added at time of Call-up. Any additional travel, living administrative or other expenses, will be added by DIAND at time of Call-up.
- 4.7 Full points (20/20) will be awarded to the Bidder with the lowest sum average per hour rate (I in the Table). Fewer points will be awarded to all other Bidders based on the percentage differential of their sum average per hour rate from that of the Bidder with the lowest, as follows:

$$\text{Financial Score} = \frac{\text{Lowest SUM AVERAGE PER HOUR RATE (\$)}}{\text{Bidder's SUM AVERAGE PER HOUR RATE}} \times 20 \text{ points}$$

SELECTION AND EVALUATION CRITERIA

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

PROPOSED RESOURCE CATEGORY	YEAR 1 PER HOUR RATES (CAN\$) Standing Offer AWARD to January 31, 2015	YEAR 2 PER HOUR RATES (CAN\$) February 1, 2015 to January 31, 2016	YEAR 3 PER HOUR RATES (CAN\$) February 1, 2016 to January 31, 2017	OPTION YR 1 PER HOUR RATES (CAN\$) February 1, 2017 to January 31, 2018	OPTION YR 2 PER HOUR RATES (CAN\$) February 1, 2018 to January 31, 2019	AVERAGE PER HOUR RATES	WEIGHT FACTOR	WEIGHTED AVERAGE PER HOUR RATE
Senior Personnel	\$	\$	\$	\$	\$	\$	0.15	\$
Intermediate Professional and Engineering Personnel	\$	\$	\$	\$	\$	\$	0.30	\$
Junior Professional and Engineering Personnel	\$	\$	\$	\$	\$	\$	0.30	\$
Technical Support Personnel	\$	\$	\$	\$	\$	\$	0.20	\$
Administrative and Clerical Support	\$	\$	\$	\$	\$	\$	0.05	\$
SUM WEIGHTED AVERAGE PER HOUR RATE								\$ _____

SELECTION AND EVALUATION CRITERIA

5.0 BASIS OF SELECTION

- 5.1 Only compliant Proposals will be considered.
- 5.2 Only Proposals that have met all Mandatory Requirements, and have met the required pass mark for the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal for the work stream. All Proposals will be rated on technical acceptability before the price is considered.
- 5.3 Standing Offer Agreements (SOAs) will be awarded per work stream based on a determination of Best Value taking into account both the technical merit of the Proposals and the Financial Evaluation. To arrive at an overall score achieved by a Bidder, a weighting has been established whereby technical merit will be valued at 80% of the Proposal and price will be valued at 20% of the Proposal. The Bidder(s) will be selected on the basis of the highest responsive combined rating of technical merit and price.
- 5.4 The calculation used to determine the Bidder's Total Score will be:
Bidder's Weighted Technical Score (out of 80 points) + Bidder's Financial Score (out of 20 points) = Bidder's Total Score (out of 100 points).
- 5.5 DIAND intends to award up to seven (7) Standing Offer Agreements as a result of this solicitation to the Bidders representing Best Value, as determined in accordance with the Selection and Evaluation Criteria of this RFP. **Best Value shall be defined as the highest Total Scores with work being divided as follows:**
- a) Highest ranked: 20%
 - b) 2nd highest ranked: 18%
 - c) 3rd highest ranked: 16%
 - d) 4th highest ranked: 14%
 - e) 5th highest ranked: 12%
 - f) 6th highest ranked: 10%
 - g) 7th highest ranked: 10%
- 5.6 In the event that more than one (1) Proposal receives the same Total Score, of those Proposals, the Proposal with the higher Financial Score will be considered to represent Best Value.
- 5.7 DIAND reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded. DIAND reserves the right to award a Contract to the compliant Bidder that best meets the requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFP.



ARTICLES OF AGREEMENT STANDING OFFER AGREEMENT

Standing Offer Agreement Number 01-13-6001

File Number 1632-11/01-13-6001

These Articles of Agreement are made as of **Upon Award, between Her Majesty The Queen** in right of Canada (referred to in the Standing Offer Agreement as "Her Majesty") represented by the Minister of Indian Affairs and Northern Development (referred to in the Standing Offer Agreement as the "Minister")

and

[Contractor's Name]
[Street Address]
[City] , [Province] [Postal Code]

(referred to in the Standing Offer Agreement as the "Contractor").

Her Majesty and the Contractor agree as follows:

A1 STANDING OFFER AGREEMENT

- 1.1 The following documents and any amendments relating thereto form the Standing Offer Agreement between Her Majesty and the Contractor:
 - 1.1.1 these Articles of Agreement;
 - 1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;
 - 1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;
 - 1.1.4 the document attached hereto as Appendix "C" and titled "Terms of Payment", referred to herein as the Terms of Payment;
 - 1.1.5 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work;
 - 1.1.6 the document attached hereto as Appendix "E" and titled "Travel Expense Information", referred to herein as the Travel Expense Information.
- 1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

- 2.1 The Contractor shall, between the date of these Articles of Agreement and **January 31, 2017**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

**ARTICLES OF AGREEMENT
STANDING OFFER AGREEMENT**

A3 STANDING OFFER AGREEMENT AMOUNT

3.1 Subject to the terms and conditions of this Standing Offer Agreement and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:

3.1.1 the sum of N/A.

3.1.2 a sum not to exceed \$0.00.

A4 APPROPRIATE LAW

4.1 This Standing Offer Agreement shall be governed by and construed in accordance with laws in force in the **province of Ontario** and the laws of Canada as applicable.

A5 DEPARTMENTAL REPRESENTATIVE

5.1 For the purpose of the Standing Offer Agreement, the Minister hereby designates **[Departmental Representative]** , as the Departmental Representative.

This Standing Offer Agreement has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

SIGNED, SEALED AND DELIVERED

by _____ [Signing Authority Name] , [Signing Authority Title]

in the presence of _____

Date _____

SIGNED, SEALED AND DELIVERED

by _____ the Contractor

in the presence of _____

Date _____

APPENDIX "A"
GENERAL CONDITIONS

GC1 INTERPRETATION

1.1 In the Contract,

- 1.1.1 "Contract" means the Contract documents referred to in the Articles of Agreement;
- 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
- 1.1.4 "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;
- 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
- 1.1.6 "prototypes" includes models, patterns and samples;
- 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 SUCCESSORS

2.1 The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators and successors.

GC3 TIME OF THE ESSENCE

- 3.1 Time is of the essence of the Contract.
- 3.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 3.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

APPENDIX "A"**GENERAL CONDITIONS**

- 3.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 3.5 Notwithstanding that the Contractor has complied with the requirements of GC3.3, Her Majesty may exercise any right of termination contained in GC6.

GC4 INDEMNIFICATION

- 4.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, error, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 4.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 4.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

GC5 NOTICES

- 5.1 Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile, electronic mail or other means of electronic transmission, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, electronic mail or other means of electronic transmission, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC6 TERMINATION OR SUSPENSION

- 6.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 6.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 6.3 In addition to the amount which the Contractor shall be paid under GC6.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.

APPENDIX "A"**GENERAL CONDITIONS**

- 6.4 Payment and reimbursement under the provisions of GC6 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 6.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 6.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC6 except as expressly provided therein.

GC7 TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 7.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
- 7.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 7.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 7.2 In the event that Her Majesty terminates the work in whole or in part under GC7.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 7.3 Upon termination of the work under GC7.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 7.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 7.5 If, after the Minister issues a notice of termination under GC7.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC6.1 and the rights and obligations of the parties hereto shall be governed by GC6.

APPENDIX "A"**GENERAL CONDITIONS****GC8 ACCOUNTS AND AUDITS**

- 8.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 8.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 8.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

GC9 CONFLICT OF INTEREST

- 9.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.

GC10 CONTRACTOR STATUS

- 10.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel are engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

GC11 WARRANTY BY CONTRACTOR

- 11.1 The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 11.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

GC12 AMENDMENTS

- 12.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

GC13 ENTIRE AGREEMENT

- 13.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC1 RELEASE AND DISCLOSURE OF PROPRIETARY, PERSONAL AND THIRD PARTY INFORMATION**

- 1.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract.
- 1.3 Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 1.4 Subject to the *Access to Information Act*, R.S.C. 1985, and, to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor including personal and third party information.

SC2 SALES TAX

- 2.1 These services are being purchased with public (Canada) funds for the use of a federal government department and as such, with the exception of the province of Quebec, are not subject to the payment of provincial ad valorem sales and consumption taxes levied by the province or territory in which the taxable services are delivered.

SC3 IDENTIFICATION/ACCESS CARD

- 3.1 A Contractor who has been issued a departmental Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Contract services and/or on the date that the card expires.

SC4 OFFICIAL LANGUAGES

- 4.1 Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.
- 4.2 Contractors must also respect the right of employees to work in the language of their choice and respect the language(s) of work in each region. To that end, Contractors must be able to provide their services in the working language of each region and in the two official languages of the National Capital Region (NCR). In DIAND, the languages of work in the NCR are English and French; in the Quebec regional office, French; and English in all other departmental regional offices and in the IOGC regional office.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC5 NON-RESIDENTS WHO PERFORM SERVICES IN CANADA**

- 5.1 The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor identified in said Act and will perform services in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada. In addition, an amount of 9 percent may be withheld for provincial income tax purposes from non-residents providing services in the Province of Quebec.

SC6 CRIMINAL CODE OF CANADA

- 6.1 The Contractor certifies that it has not lost capacity to Contract with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

SC7 GENDER-BASED ANALYSIS

- 7.1 The Contractor shall familiarize itself with the DIAND Gender-Based Analysis Policy <http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp> and when performing the Contract Work shall take into account gender considerations described in the DIAND Gender-Based Analysis Policy that are applicable to the Contract Work. The Contractor may consult with the Departmental Representative with respect to the DIAND Gender-Based Analysis Policy in order to ensure compliance with the DIAND Gender-Based Analysis Policy.
- 7.2 Where applicable, DIAND will conduct a gender-based analysis in accordance with the DIAND Gender-Based Analysis Policy. The Departmental Representative will inform the Contractor of any gender equality issues that arise as a direct result of the Contract Work.
- 7.3 If the Contractor becomes aware of any gender equality issues that have not been identified through a gender-based analysis conducted by DIAND, the Contractor shall inform the Departmental Representative in writing and in a timely fashion.

SC8 CERTIFICATION - CONTINGENCY FEES

- 8.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.
- 8.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.
- 8.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.
- 8.4 In this section:
- 8.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.
- 8.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 8.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

SC9 FORMER PUBLIC SERVANTS

- 9.1 It is a term of the Contract:

- 9.1.1 that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
- 9.1.2 that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and
- 9.1.3 that the Contractor has informed the Departmental Representative of any exemption in respect of the abatement of a Contract fee received by the Contractor under the Early Departure Incentive Program Order.

SC10 STANDING OFFER

- 10.1 It is understood and agreed that this is a Standing Offer Agreement and the services described in the Statement of Work will only be utilized on an "as and when required" basis. The aggregate value of call-ups which may be made is conditional upon departmental needs.
- 10.2 Any call for service, as described in the Statement of Work, shall be initiated by means of a call-up document.
- 10.3 The call-up document, signed by an authorized officer, shall be issued to the Contractor and shall include: the cost, the scope of the work, the schedule of the work, and appropriate reporting milestones as required. Any call-up document shall be governed by the terms and conditions of this Agreement. The cost specified in the call-up document shall indicate fee and expense amounts as appropriate.
- 10.4 Sub-contracting shall not be allowed under any call-up without the prior written approval of the Departmental Representative.

SC11 INTELLECTUAL PROPERTY

- 11.1 The Department of Indian Affairs and Northern Development has determined that there is no Intellectual Property arising from the performance of the Work under the Contract.

SC12 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM

- 12.1 The Contractor's GST/HST number is [GST/HST Number]

SC13 SPECIFIC INDIVIDUALS

- 13.1 It is understood and agreed that the work under this Standing Offer Agreement shall be performed by .

APPENDIX "B"**SUPPLEMENTARY CONDITIONS****SC14 PERSONNEL REPLACEMENT AND SUBSTITUTIONS**

- 14.1 The Contractor shall provide the services of the personnel named in their proposal to perform the Work, unless the Contractor is unable to do so for reasons beyond his/her control.
- 14.2 Should the Contractor at any time be unable to provide the services of the resource(s) named in their proposal, the Contractor shall be responsible for providing replacement personnel at the same cost, who shall be of similar or greater ability or attainment, and whom shall be acceptable to the DIAND Departmental Representative.
- 14.3 In advance of the date upon which any replacement resources are to commence work, the Contractor shall notify the DIAND Departmental Representative, in writing, of the reason for the unavailability of their named resource(s). The Contractor shall then provide to the DIAND Departmental Representative the name(s) and detailed curriculum vitae (c.v.) of the qualifications and experience of the proposed replacement resource(s).
- 14.4 As applicable, proposed replacement resources will be evaluated by DIAND on the basis of the evaluation criteria included within the Request for Proposals document(s). Proposed replacement resources must receive the same or higher score on the point-rated criteria as the resource whom they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) whom they are proposed to replace, DIAND reserves the right to refuse the proposed replacement resource(s).
- 14.5 Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been duly authorized by the DIAND Departmental Representative.
- 14.6 DIAND reserves the right to direct the Contractor to undertake replacements of his or her personnel should deployed Contractor personnel not meet (in DIAND's exclusive opinion) the Department's skills and abilities expectations. Contractor personnel substitutions made by the Contractor may only be undertaken with the express and prior written authorization of the DIAND Departmental Representative.
- 14.7 In any event that the Contractor is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the DIAND Departmental Representative, DIAND reserves the right to terminate the Standing Offer Agreement.

SC15 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 15.1 **For the services of an Individual:** No individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply shall derive any direct benefit from this Standing Offer Agreement unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Standing Offer Agreement any persons engaged in the course of carrying out this Standing Offer Agreement shall conduct themselves in compliance with the principles of the *Conflict of Interest Act*, the *Values and Ethics Code for the Public Service*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* which are the same as those in the *Conflict of Interest and Post-Employment Code for the Public Service*, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Standing Offer Agreement that would cause a conflict of interest or seem to cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

15.2 **For the services of a Firm:** It is a term of this Standing Offer Agreement that no individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive any direct benefit from this Standing Offer Agreement unless that individual is in compliance with the applicable post-employment provisions.

SC16 OPTION TO EXTEND STANDING OFFER AGREEMENT

16.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by two (2) additional one (1) year periods under the same terms and conditions.

16.2 Canada may exercise this option at any time by sending a notice to the Contractor at least thirty (30) calendar days prior to the Standing Offer Agreement expiry date.

16.3 The Contractor agrees that, during the extended period the Standing Offer Agreement, the rates/prices will be in accordance with the provisions of the Standing Offer Agreement.

SC17 SUBCONTRACTS

17.1 In any subcontract, the Contractor shall, unless the Minister otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Minister, not less favorable to Canada than the terms and conditions of the Contract.

SC18 CALL-UP ALLOCATION AND PROCEDURES

19.1 Call-ups for the delivery services will be awarded by DIAND to the Contractor(s) who, in DIAND's exclusive determination, can best render the requirements, based on the following factors:

- a) applicable Comprehensive Land Claim Agreements;
- b) the availability of Contractor resources;
- c) the need for specific types of services and subject matter expertise, taking into consideration any previous experience of the Contractor;
- d) the location where the required services shall be performed and (or) delivered within Canada without having to incur any travel expenses; and
- e) the estimated cost to complete the work.

19.2 The Contractor shall provide DIAND with a proposal and project charter based on DIAND's requirements. The proposal should include information regarding the Contractor's availability to do the project, how it proposes to proceed with the required task(s), the named resources proposed to complete the work and the estimated cost. Any proposal is subject to the approval of the Project Authority. Submission of a Call-up proposal does not obligate DIAND to enter into a Call-up with the Contractor.

19.3 The total cost for the services required under the Call-up shall be determined by utilizing the applicable rate(s) established within the SOA.

19.4 Upon agreement, the Contractor will be authorized by the DIAND to proceed with the work by issuance of a signed Call-up document. The Contractor shall not commence work until such time.

APPENDIX "C"
TERMS OF PAYMENT

TP1 Payment for the satisfactory performance of the work under this agreement shall be based on the following rates for actual work performed and the method of payment shall be detailed in the call-up document.

The Standing Offer Agreement amount is only an estimate and the Contractor shall be paid only for those services carried out to the satisfaction of the Departmental Representative.

RESOURCE CATEGORY	YEAR 1 PER HOUR RATES (CAN\$) Standing Offer AWARD to January 31, 2015	YEAR 2 PER HOUR RATES (CAN\$) February 1, 2015 to January 31, 2016	YEAR 3 PER HOUR RATES (CAN\$) February 1, 2016 to January 31, 2017	OPTION YR 1 PER HOUR RATES (CAN\$) February 1, 2017 to January 31, 2018	OPTION YR 2 PER HOUR RATES (CAN\$) February 1, 2018 to January 31, 2019
Senior Personnel	\$	\$	\$	\$	\$
Intermediate Professional and Engineering Personnel	\$	\$	\$	\$	\$
Junior Professional and Engineering Personnel	\$	\$	\$	\$	\$
Technical Support Personnel	\$	\$	\$	\$	\$
Administrative and Clerical Support	\$	\$	\$	\$	\$

Maximum Authorized Fees

\$0.00/day to a maximum of 0 days **\$0.00**

Actual and reasonable travel expenses for transportation, accommodation, meals and incidentals incurred by the Contractor as may be authorized by the Departmental Representative to a maximum amount of **\$0.00**

Miscellaneous expenses directly related to the work under this agreement as may be authorized by the Departmental Representative, reimbursed at cost, without mark-up, upon submission and acceptance of invoices and/or a Statement of Expenses, to a maximum amount of **\$0.00**

Maximum Authorized Amount for Fees and Expenses **\$0.00**

Maximum GST/HST Payable **\$0.00**

Total Maximum Authorized Standing Offer Agreement Value \$0.00

APPENDIX "C"**TERMS OF PAYMENT**

- TP2** Administration fees are not reimbursable under this agreement as the time/unit rate(s) and/or fixed fee(s) specified in TP1 are inclusive of all payroll, overhead and administration costs and profits required to complete the Work.
- TP3** This Standing Offer Agreement value shall not be exceeded without the approval of the Standing Offer Agreement signing authority.
- TP4** **For Standing Offer Agreements with travel expense provisions in TP1 of the Terms of Payment:** The travel and accommodation expenses shall not exceed the charges allowed in the current issue of the Treasury Board Travel Directive as set out in the attached "Travel Expenses Information". These expenses shall be substantiated to the satisfaction of the Departmental Representative with the supporting documents required by the said Directive.
- TP5** Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Departmental Representative for satisfactory performance of this agreement. It is understood and agreed that the Departmental Representative shall be the final judge concerning the quality and acceptability of the work.
- TP6** Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.
- TP7** Interest is payable on acceptable invoices that are not paid within the 30 day payment period. Interest will not be paid on invoices paid within the 30 day payment period. Interest will not be paid on an interim basis; nor will interest be paid on interest charges.
- TP8** The period for which interest will be paid will be from the day after the end of the 30 day payment period to the date that payment is issued. In respect of interest amounts which are less than ten dollars (\$10.00) in value, said interest shall not be paid unless the Contractor so demands by means of written communication to the Departmental Representative. Interest payments in excess of ten dollars (\$10.00) will be paid automatically.
- TP9** **FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST)
REGISTRANTS AND NON-REGISTRANTS**
- 9.1 **GST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.
- or,
- 9.2 **Non GST or HST Registrants:** Any amount to be levied by a non-GST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy and the amounts for the work done shall be paid directly from the departmental appropriation to the Contractor.

APPENDIX "C"**TERMS OF PAYMENT****TP10 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS****10.1 Progress Payments**

Unless stated otherwise within the Call-up document, payment shall be made to the Contractor upon satisfactory completion of the Call-up Work, acceptance of all Call-up deliverables and, compliance with all Invoicing Instructions.

10.2 Invoicing Instructions

10.2.1 Two copies of the Contractor's invoice and all required receipts shall be submitted to:

Department of Indian Affairs and Northern Development
Government of Canada Building 969
P.O. Box 2200
Iqaluit, Nunavut X0A 0H0

10.2.2 Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Contracts must be reported on a T1204 supplementary slip. To comply with this requirement, Contractors are required to provide the following information on each invoice:

- a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;
- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
- d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- e) the following certification signed by the Contractor or an authorized officer:
"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, c) or d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

Invoice Payment will only be made upon receipt and acceptance of the above noted documentation.

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**Expert Engineering and Advice, Environmental Investigations and Remediations
Related to Contaminated Sites Program in Nunavut and Northwest Territories
Standing Offer Agreements.**

SW1 BACKGROUND

The Department of Indian Affairs and Northern Development (DIAND) Nunavut and Northwest Territories (NWT) Regions are responsible for managing contaminated sites on Crown land in Nunavut and NWT respectively. DIAND anticipates initiating a series of environmental investigations, remedial activities, and/or long term monitoring at a number of sites throughout the Nunavut and NWT Regions. Generally, these sites were associated with exploration, mining, and/or military operation and many have originated in excess of fifty years ago.

In order to proceed with these activities, DIAND Nunavut and NWT Regions intend to establish a number of Standing Offer agreements with qualified contractors who will provide expert technical evaluations and investigation, who will design and conduct environmental assessments, and/or provide associated services to the Department on an “as and when required” basis.

In addition to the above, the Contractor shall also assist the Department, on an “as and when required” basis:

- a) in the development of Policies, Guidelines, Codes of Practice;
- b) in the building of internal capacity to respond to areas of increased activity; and
- c) by working with the Department to ensure that we remain current in the subject areas.

SW2 OBJECTIVES

To design and conduct environmental site assessments, related remediation measures, long term monitoring and/or provide associated services as described in the Scope of Work. To provide, on an “as and when required” basis”, expert engineering and environmental evaluation, advice and support on studies, plans, submissions and structural works associated with environmental engineering and related environmental issues as described in the Scope of Work.

SW3 SCOPE OF WORK

The Contractor shall on an “as and when required” basis as detailed in the Call-up, signed by the Departmental Representative, perform some or all of (but not limited to) the following tasks:

3.1 Task 1: Project Proposal

- 3.1.1 The Contractor shall prepare a written project specific proposal for submission to the Departmental Representative within fourteen (14) calendar days following receipt of an unsigned “Call-up Against a Standing Offer” document. Each individual proposal must address and/or identify:

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STATEMENT OF WORK
STANDING OFFER AGREEMENT

- a) each item described in the request for services call-up document;
- b) project team members to be utilized on the project;
- c) estimated time requirements for the work to completed; and,
- d) a detailed cost breakdown.

3.1.2 revise their proposal as required in order to meet the Departmental Representative's requirements and approval; and,

3.1.3 obtain the Departmental Representative's written approval on each proposal produced as a result of Request for Services call-up document prior to commencing any further work.

3.2 Task 2: Site Information Review and Reconnaissance

The Contractor shall, upon receipt of a signed "call-up" document (which indicates the Departmental Representative's acceptance of their Request for Services call-up proposal), using the CSA Phase I and II Environmental Site Assessment as guidance:

- 3.2.1 attend initial Contractor's briefing meetings at a time and place specified by the Departmental Representative;
- 3.2.2 collect and review available information pertaining to the site, users and/or occupants. Information shall include, but is not limited to:
 - a) aerial photographs;
 - b) site maps;
 - c) records;
 - d) documents;
 - e) reports; and,
 - f) listings.
- 3.2.3 establish current land tenure, status, disposition, Inuit, Aboriginal or third party owned lands, etc., including (in consultation with the Departmental Representative) Inuit or Aboriginal interest;
- 3.2.4 conduct interviews with site operators, government agents, adjacent site owners, etc.;
- 3.2.5 obtain and provide a legal description of existing and intended land uses of the site and surrounding areas;

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- 3.2.6 conduct site reconnaissance. Site reconnaissance shall include, but is not limited to:
- a) topography;
 - b) natural resources;
 - c) habitat;
 - d) surface water and drainage;
 - e) fill materials and debris;
 - f) surface staining;
 - g) type and condition of vegetation;
 - h) evidence of storage tanks (underground and/or aboveground);
 - I) chemical storage areas;
 - j) wells;
 - k) utilities;
 - l) physical infrastructures including buildings, structures, adits, shafts, dams, trails, roads, airstrips; and,
 - m) preliminary identification of physical hazards.
- 3.2.7 identify existing or potential historical, heritage or archaeological values;
- 3.2.8 based on research and reconnaissance, develop a preliminary listing of potential contaminants which may be present; and,
- 3.2.9 assist with the determination of the requirement for permits, licences, authorizations, etc. which are and/or will be required to conduct further investigative work at the site.

3.3 Task 3: Detailed Environmental Site Investigation Program Design

- 3.3.1 Design a detailed environmental site investigation program based on consultation with the Departmental Representative; available site information; and, professional expertise and using the CSA Phase III Environmental Site Assessment as guidance:

The design shall include, but is not limited to:

- a) a Health and Safety Plan for site investigation which, at a minimum, addresses the following:
 - i. purpose, scope, and responsibilities;
 - ii. environmental concerns;
 - iii. safety concerns;
 - iv. operational procedures;
 - v. use of personal protective equipments; and,

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- vi. emergency procedures (e.g., spills, fire, worker injury).
- b) a Quality Assurance/Quality Control (QA/QC) Plan which encompasses field investigations, sampling, analysis and data management;
- c) a description of anticipated environmental investigative techniques to be employed to fully characterize the site. These techniques may include, but are not limited to the following:
 - i. geophysical surveys to identify and delineate disposal areas and potential leachate plumes;
 - ii. installation of boreholes and monitoring wells to determine site stratigraphy, hydrogeology, and extent of potential groundwater contamination;
 - iii. stability of tailings dams, waste rock piles and Acid Rock Drainage (ARD) potential;
 - iv. test pitting;
 - v. collection of surface and subsurface soil samples;
 - vi. collection of surface and groundwater samples;
 - vii. collection of sediment samples;
 - viii. collection of biological samples;
 - ix. soil vapour survey(s).
- d) anticipated procedure/method of borehole/monitoring well installation;
- e) a description of monitoring well construction materials and well casing diameter;
- f) a description of procedure for testing, developing, purging and sampling monitoring wells;
- g) an estimate of number of monitoring wells, boreholes and testpits;
- h) an estimate of depth of monitoring wells, boreholes and testpits;
- I) a description of procedure for on-site screening and analysis of samples;
- j) a description of sampling point locations;
- k) a rationale for sampling point locations;
- l) an estimate of number, location and depth of samples of each type;
- m) an estimate of number and location of background samples of each type;
- n) an estimate of number and type of samples to be submitted for laboratory analysis and type of analysis to be performed;
- o) a description of procedures for collection of all samples;
- p) a listing of analytes for each sample type, as determined from Task One and in consultation with the Departmental Representative;
- q) a description of the methodology for determination of waste rock and/or tailings acid generation potential;
- r) a description of the methodology for determination of impact on receiving waters;
- s) the identification of Canadian Association for Laboratory Accreditation approved to conduct

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laboratory analysis;

- t) the identification of all actual and potential hazards; and;
- u) identification of the requirement for any permits, licences and authorizations, etc. required to conduct the site work.

3.3.2 modify the environmental site investigation program design as requested by the Departmental Representative; and,

3.3.3 maintain the objective of full site characterization (including contaminant volume and delineation) and cost effectiveness.

3.4 Task 4: Implementation of Detailed Environmental Site Investigation

The Contractor shall, upon receipt of the approved Detailed Environmental Site Investigation Program Design and a call-up document:

- 3.4.1 ensure all permits, licences, authorizations, etc. required to conduct the work are obtained;
- 3.4.2 implement the approved Detailed Environmental Site Investigation program; and,
- 3.4.3 ensure that written authorization from the Departmental Representative is obtained for any and/or all modifications to the approved Detailed Environmental Site Investigation Program Design prior to program implementation.

3.5 Task 5: Impact/Risk Assessment

3.5.1 interpret the results from the Tasks 1-4 in order to determine the actual or potential impact and risk through the following:

- a) identification of human receptors;
- b) identification of environmental receptors;
- c) identification of exposure pathways;
- d) characterization of contaminant type, extent and concentration; and,
- e) evaluation of probability of exposure impact.

3.5.2 classify and score the site as per the National Classification System for Contaminated Sites (2008);

3.5.3 evaluate physical hazards. The evaluation shall include a description of methodology employed to quantify physical hazards. Site accessibility and relative isolation shall also be considered; and,

3.5.4 employ the latest versions of all relevant environmental quality guideline/criteria documents for all environmental quality references and comparisons, which include, but are not limited to the following:

- a) The Canadian Council of Ministers of the Environment (CCME) *Recommended Canadian Soil Quality Guidelines* shall be considered the primary reference for soil quality; *Canadian Sediment*

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Quality Guidelines shall be the primary reference for sediment quality; *Canadian Water Quality Guidelines* shall be considered the primary reference for water quality;

- b) *INAC Abandoned Military Sites Remediation Protocol (2008)*;
- c) where applicable, apply the land-use specific guideline that most appropriately reflects the existing and/or intended land-use of the site determined in consultation with the departmental representative; and,
- d) for substances where no CCME guidelines exist, include reference and comparison to relevant guidelines or regulations from other jurisdictions where available.

3.6 Task 6: Remedial Alternative Evaluations and Recommendations

3.6.1 in consultation with the Departmental Representative, identify applicable remedial alternatives in each of the following classifications:

- a) no action;
- b) monitoring only;
- c) containment/control/isolation;
- d) off-site disposal (no treatment);
- e) *in situ* treatment; and,
- f) *ex situ* treatment.

3.6.2 evaluate each alternative considering (at a minimum) the following criteria:

- a) compliance with contaminant remediation targets (as defined by the Departmental Representative);
- b) complexity (including logistics);
- c) comparative cost/benefit;
- d) time frame;
- e) public acceptance; and,
- f) liability.

3.6.3 recommend the most appropriate remedial alternative. The recommendation shall include the following:

- a) approximate implementation costs;
- b) schedule; and,

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- c) requirement for post remediation monitoring/verification.

3.7 Task 7: Associated Services

3.7.1 assist the DIAND Nunavut and NWT Regions in meeting their broad-range goals by providing some or all of a wide variety of associated services. Associated Services may include, but are not limited to the following:

- a) project management;
- b) engineering (e.g., civil, chemical, mechanical, electrical) assessment and design of processes and facilities (e.g., water, wastewater, buildings)
- c) construction site supervision;
- d) site remediation design/engineering;
- e) in-house and/or third party environmental training;
- f) report and/or project review;
- g) environmental data management;
- h) technical support; and,
- I) chemical analytical services (CALA-approved lab, in-house or third party).
- j) environmental health and safety support and review
- k) water quality monitoring

3.7.2 coordinate, facilitate or attend meetings on behalf of the department, and/or act as an independent third party;

3.7.3 act, as requested, in a mentoring capacity in the categories identified in Tasks 1-6;

3.7.4 provide expert technical evaluations, support, project coordination, training, mentoring, and advice on studies, impact statements, environmental assessments, plans, guidelines and codes of practice. Technical reviews will primarily involve but are not limited to the following categories:

- a) environmental engineering, with emphasis on contaminated site management; and
- b) evaluating construction techniques in permafrost and its effects on cold regions, and identifying potential impacts to the environment as a result of construction, operation, closure and abandonment activities in permafrost areas; and,

3.7.5 perform other related work within the ability of the Contractor as requested by the Departmental

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Representative.

3.8 Task 8: Long Term Monitoring

3.8.1 Review of relevant documentation (including site history, site monitoring plan, DIAND landfill monitoring Protocol, health & safety plan, etc;

3.8.2 prepare site specific action plan to include the following items:

- a) Provision of a local bear monitor (with ATV and firearm, if requested);
- b) Purging of water and collection of groundwater samples from monitoring wells. Samples will be field screened for odour, temperature , pH and conductivity ;
- c) Collection of soil samples from specified locations at depths of 0-0 .15 metres and 0.35-0.50 metres, as per the INAC Abandoned Military Sites Protocol - Post Construction Monitoring document provided or similar guidance document;
- d) Collection of minimum 20% blind duplicate *QA/QC* samples as per the monitoring plan;
- e) Visual monitoring of characteristics of landfills. Photographs will be taken to document all significant observations;
- f) Visual monitoring of general site conditions including borrow areas, and excavation areas from ground and air;
- g) Downloading of information on the data loggers installed at any temperature monitoring stations. Batteries in the logger units will be then be replaced; and submission of samples to CAEAL accredited laboratories for analysis of metals, petroleum hydrocarbons and PCBs (soil and water) and colour, pH, and conductivity (water only) .

3.8.3 Reporting

- a) Analysis of analytical results as per the protocol;
- b) Analysis of visual assessment results as per the protocol;
- c) Assessment of the *QA/QC* information, including calculation of Relative Percent Differences (RPD) for blind duplicate samples;
- d) Assessment of measured temperature profiles against predicted profiles ;
- e) A draft report will be prepared according to the required outline provided in the protocol.
- f) Final reports will be provided following receipt of comments from DIAND.

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The Contractor shall:

- 4.1 utilize the following report format in the preparation of all reports produced throughout the duration of the Standing Offer Agreement, unless otherwise agreed upon with the Departmental Representative:
- a) an executive summary;
 - b) introduction/background;
 - c) methodology;
 - d) results;
 - e) interpretations;
 - f) recommendations;
 - g) references; and,
 - h) appendices.
- 4.2 ensure that all reports produced under the Standing Offer Agreement include any and all applicable and associated information and data. Information/data includes, but is not limited to:
- a) subcontracted services reports (i.e. geophysical surveys etc.);
 - b) laboratory certificates of analysis;
 - c) laboratory QA/QC results;
 - d) borehole stratigraphic logs;
 - e) well installation logs;
 - f) detailed well location descriptions (UTM, NAD27 or WGS 84);
 - g) detailed sampling point location descriptions (UTM, NAD27 or WGS 84);
 - h) color site photographs, referenced to site plan:
 - I. overall site layout;
 - ii. distinctive site features;
 - iii. typical site sampling location;
 - iv. typical well installation; and,
 - v. features of particular concern/interest.
 - i) site maps/drawings indicating location and general layout of site:
 - I. location maps shall be of an appropriate scale, not larger than 1:250,000;
 - ii. site drawings shall be of an appropriate scale, not larger than 1:2,000;
 - iii. all maps, drawings etc. shall include a directional reference and scale;
 - iv. site drawings shall indicate all sampling locations, well installations, boreholes etc.;
 - v. site drawings shall include all existing buildings, structures, roads, trails, adits, shafts,

APPENDIX "D"**STATEMENT OF WORK
STANDING OFFER AGREEMENT**

trenches, drainages, airstrips, fences, power lines, wells, disposal areas etc.; and,

vi. site drawings shall indicate all former locations of dismantled, removed and buried features.

j) legal description and interests

k) socio-economic information to complete Departmental quarterly reports.

4.3 prior to commencing work under a call-up document, attend a preliminary meeting with the Departmental Representative at the time and location designated by the Departmental Representative.

SW5 OUTPUT/DELIVERABLES

The Contractor shall:

5.1 submit one (1) hard copy and one (1) electronic copy of each project proposal to the Departmental Representative within **fourteen (14) calendar days** following receipt of each individual Request for Services call-up document;

5.2 submit one (1) hard copy and one (1) electronic copy of each revised project proposal (as applicable) to the Departmental Representative within five (5) working days following return of comments on original proposal;

5.3 submit, to the Departmental Representative, within five (days) following receipt and acceptance of a signed "Call-up Against a Standing Offer" document, certified copies of all Comprehensive General Liability Insurance policies, issued in the joint names of Her Majesty the Queen in Right of Canada as represented by the Minister of Indian Affairs and Northern Development and the Contractor, duly signed by the Insurer;

5.4 submit one (1) hard copy and one (1) electronic copy of each written draft report to the Departmental Representative in accordance with the submission dates specified in each individual call-up document; and,

5.5 submit one (1) unbound "camera-ready" original suitable for reproduction, two (2) bound copies and one (1) complete (text, maps, drawings, photographs etc.) digital copy (format to be specified by the Departmental Representative) of each final report to the Departmental Representative in accordance with the submission dates specified in each individual call-up document.

SW6 DEPARTMENTAL SUPPORT

APPENDIX "D"
STATEMENT OF WORK
STANDING OFFER AGREEMENT

The Departmental Representative will:

- 6.1 provide the Contractor with project specific instructions in the form of a call-up document;
- 6.2 provide all background information relative to the work specified in the call-up document, as required and determined in consultations with the Contractor;
- 6.3 assistance to obtain other information applicable to the call-up, but which may not be easily obtained by the Contractor (in particular, all relevant documents will be made available, including copies of all applicable Nunavut and NWT Water Board Guidelines, the Nunavut Waters and Nunavut Surface Rights Tribunal Act and Regulations, the Territorial Lands Act and Regulations, NWT Waters Act and regulations, Federal Real Property and Immovables Act and Regulations, pertinent departmental guidelines, and the Nunavut and NWT Land Claims Agreements; and
- 6.4 in conjunction with the Project Coordinators, make arrangements and contact with the licensees and proponents, as required.

SW7 CONDITIONS OF WORK

- 7.1 The Contractor must be available to respond to call-ups, immediately upon award of the standing offer agreement;
- 7.2 It is understood that the majority of the Contractors may have previously conducted work for a number of Licensees (Industrial and Municipal) in Nunavut or NWT. To avoid conflict of interest, the Contractor shall advise the Departmental Representative if they are being requested to review submissions from a Licensee for which their services were contracted previously (within the last five years), or for whom they are presently working.
- 7.3 The Contractor should be aware that Iqaluit, Nunavut and Yellowknife, NWT are considered an isolated post by the Federal Government. Many services commonly available in the south may not be available or will take extra time if shipping to/from a southern location is involved (ie: courier, mail, plane schedules, repairs to equipment, etc.).

SW8 CONTRACTOR'S PROPOSAL

The Contractor's proposal, dated __, insofar as it is not at variance with anything contained in the contract document, shall apply to and form part of the contract.

APPENDIX "E" **TRAVEL EXPENSE INFORMATION**

1. The following are the maximum rates allowed in the current issue of the Treasury Board Travel Directive and in accordance with the Special Travel Authorities of Treasury Board. As some rates are subject to change every January 1st, April 1st, July 1st and October 1st of each year, it is the Contractor's responsibility to ensure that the travel rates applied to the period being invoiced are in accordance with the TB Travel Directive, *Rates and Allowances*, Appendix B and C as published on the National Joint Council website <http://www.njc-cnm.gc.ca/doc.php?sid=3&lang=eng>.

Air Travel The standard for air travel is economy class only. Under no circumstances will the Department defray the cost of business class travel by a Contractor. The Department may limit the reimbursement of the air travel portion when the lowest appropriate rate is not obtained.

Rail Travel The standard for rail travel is the next higher class after the full economy class.

Taxis Receipts are only required to justify individual taxi fares in excess of ten dollars (\$10.00), taxes included.

Rental Vehicles The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as, but not limited to, safety, the needs of the traveller and the bulk or weight of goods transported.

Rental vehicles are only to be used in instances where the Contractor has received prior authorization from the Departmental Representative identified in the Contract after having demonstrated, in writing to the Departmental Representative that the use of such vehicles is cost-effective in relation to commercial transportation.

Contractors must consult the PWGSC Car Rental Directory available at <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/index-eng.aspx> and, where feasible, utilize those Rental Companies that have agreed to extend their government rates to cost reimbursable Contractors working under Contract and traveling on official government business as identified in the Directory under Services Offered. A letter which confirms that the Contractor is on travel status on behalf of the government and specifies the duration of the Contract and the destination shall be provided to the Contractor by the Departmental Representative for the purpose of acquiring government rates from Rental Companies.

Collision damage waiver coverage is required for the entire period that a vehicle is rented. Contractors will not be reimbursed for insurance coverage premiums. Contractors who intend to carry passengers are advised to confirm with their insurance agent that they are adequately insured.

Contractors shall be reimbursed the daily vehicle rental fee (excluding any insurance coverage premiums) and the actual costs of parking the rental vehicle upon submission of actual receipts.

Private Motor
Vehicles

Privately-owned vehicles are only to be used in instances where the use of a privately-owned vehicle is cost-effective in relation to commercial transportation, and, upon prior authorization of the Departmental Representative identified in the contract.

Insurance premiums related to the use of privately-owned vehicles are the responsibility of the Contractor. Contractors may request reimbursement of parking through the submission of receipts.

APPENDIX "E"
TRAVEL EXPENSE INFORMATION

The following kilometric rates (**taxes included**) are applicable effective October 1, 2013:

Cents/km (Taxes Included)

<i>British Columbia</i>	<i>51.0</i>	<i>New Brunswick</i>	<i>49.5</i>
<i>Alberta</i>	<i>51.5</i>	<i>Prince Edward Island</i>	<i>50.5</i>
<i>Saskatchewan</i>	<i>45.5</i>	<i>Newfoundland</i>	<i>53.0</i>
<i>Manitoba</i>	<i>47.5</i>	<i>Yukon</i>	<i>63.5</i>
<i>Ontario</i>	<i>55.0</i>	<i>Northwest Territories</i>	<i>58.5</i>
<i>Quebec</i>	<i>57.0</i>	<i>Nunavut</i>	<i>58.5</i>
<i>Nova Scotia</i>	<i>51.0</i>		

Hotels

Contractors are expected to use moderately priced hotels. Only partial reimbursement of actual costs may be made by the Department should claims be for unreasonably high-priced accommodation.

Private

Non-Commercial
Accommodations

Should a Contractor stay with friends or relatives the private non-commercial accommodation rate of \$50.00/overnight stay GST/HST inclusive is reimbursed.

Meals

The following rates (**taxes included**) are applicable during the period of October 1, 2013 to March 31, 2014:

	<u>All Provinces</u>	<u>Yukon & Alaska</u>	<u>NWT</u>	<u>Nunavut</u>
<i>Breakfast:</i>	\$15.75	\$15.70	\$22.00	\$21.30
<i>Lunch:</i>	\$15.10	\$19.00	\$23.50	\$31.35
<i>Dinner:</i>	\$42.00	\$50.35	\$53.55	\$69.80

Incidental
Expenses

The Contractor may claim seventeen dollars and thirty cents (\$17.30) GST/HST inclusive for each day of stay in commercial or private non-commercial accommodations.

2. Receipt Requirements

Only original receipts will be accepted from Contractors; photocopies of hotel bills, air/train tickets, taxi receipts, etc. are not claimable.

Receipts are required for the following:

1. *Air or ground transportation e.g. train, bus, car rental, parking costs, etc..*
2. *Taxis in excess of \$10.00.*
3. *Hotel accommodation.*

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

Corporate Name of Recipient of this Submission

for: _____

Name and Number of Bid and Project

in response to the call or request (hereinafter "call") for bids made by:

Name of Tendering Authority

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____

Corporate Name of Bidder or Tenderer (hereinafter "Bidder")

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a) has been requested to submit a bid in response to this call for bids;
 - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
6. **the Bidder discloses that (check one of the following, as applicable):**
 - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a bid; or
 - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date