



February 4, 2014

20-13-6013

LETTER OF INVITATION

Dear Sir/Madam:

This requirement is set aside for Aboriginal suppliers in accordance with the government Procurement Strategy for Aboriginal Business. The bidder must certify in its bid that he or she is an Aboriginal business or joint venture as defined within the Procurement Strategy for Aboriginal Business.

For the bid to be considered compliant, the bidder must submit at the time of bid closing, the completed and duly signed "Certification Requirement" and "Owner/Employee Certification" form included herein as part of the tender document.

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

Northern Contaminated Sites Program – Request for Standing Offer Agreement (RFSO):

Stream 1: Environmental Management Services

Stream 2: Health and Safety Management Support Services.

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

Nunavut Land Claims Agreement
T'licho Agreement
Inuvialuit Final Agreement
Sahtu Dene and Metis Comprehensive Land Claim Agreement
Gwich'in Comprehensive Land Claim Agreement
Vuntut Gwitchin First Nation Final Agreement
First Nation of Nacho Nyak Dun Final Agreement
Trondek Hwech'in Final Agreement
Selkirk First Nation Final Agreement
Kluane First Nation Final Agreement
Little Salmon/Carmacks First Nation Final Agreement
Champagne and Aishihik First Nation Final Agreement

As a result from this proposal call, DIAND intends to award up to one (1) SOA.

In a companion Request for Proposals (RFP) solicitation 20-13-6012, DIAND is seeking to establish up to two (2) SOAs.

In the event that no SOA is awarded under the companion solicitation 20-13-6012 to this solicitation, DIAND will increase the number of competitively awarded SOAs under this solicitation up to a total of three (3) SOAs overall.

Period of the SOA is from the beginning of April 2014 to March 31, 2017 two (2) additional one (1) year option periods.

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, Statement of Work, and the Federal Contractor's Program for Employment Equity.

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.

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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 diem 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 diem 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 (TPS) 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).
- 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).

Five (5) copies of your technical proposal, one (1) soft-copy of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **15:00 hrs, Eastern Standard Time (EST), March 17, 2014:**

Mailing Address:

Department of Indian Affairs and Northern Development
c/o Heritage Canada
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

Location:

Heritage Canada (Acting as the Bid Receiving Agent on behalf of DIAND)
15 Eddy Street
2nd Floor Mailroom 2F1
Gatineau, Quebec K1A 0M5

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.

Due to enhanced security measures for visitors to the building, the Procurement Officer has made the necessary arrangements with the building security/Commissionaires to allow Bidders, who choose to deliver their proposals by hand, access to the above location address during normal business hours (8:00 am to 4:00 pm). Proposals that are sent in by mail or by courier are routed through the Departmental Mail Room.

Proposals submitted by facsimile, electronic mail or by other means of electronic transmission shall not be accepted. However, 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 Celine Viner by facsimile at 819-953-7830, or by e-mail at celine.viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

Yours sincerely,

Céline Viner
Senior Procurement Officer
Aboriginal Affairs and Northern Development Canada
10 Wellington Street, 1302
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	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.
	Appendix B : Supplementary Conditions	
	Appendix C : Terms of Payment	
	Appendix D : Statement of Work	
	Appendix E: Travel Expense Information	
	Appendix F: Security Requirement Checklist	
	Annex A : Certificate of Independent Bid Determination	Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex A.
	Annex B: Proposal Submission Forms	Bidders must complete and submit as part of their technical proposal package the Proposal Submission Forms attached hereto as Annex B.
	Annex C: Government Support for Aboriginal Economic Development Through Federal Procurement	This requirement is set aside for Aboriginal suppliers in accordance with the government Procurement Strategy for Aboriginal Business. The bidder must certify in its bid that he or she is an Aboriginal business or joint venture as defined within the Procurement Strategy for Aboriginal Business.

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. **Five (5) copies of your technical proposal, one (1) soft-copy of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation.** Electronically transmitted bids will not be accepted.

INSTRUCTIONS TO BIDDERS

4. Tender Envelope Submissions

Bidders must clearly identify, on the envelope containing their Technical Proposal, the following:

Technical Proposal

– RFP Number: 20-13-6013

– Project Name: Project Name: Northern Contaminated Sites Program – Environmental Management Services and Health and Safety Management Support Services – Request For Standing Offer Agreements (RFSO) – Set-Aside for Aboriginal Business

– Closing Date: March 17, 2014

– “*Tender Documents Enclosed*”

– *Bidders Name and Address*

Bidders must clearly identify, on the envelope containing their Financial Proposal, the following:

Financial Proposal

– RFP Number: 20-13-6013

– Project Name: Project Name: Northern Contaminated Sites Program – Environmental Management Services and Health and Safety Management Support Services – Request For Standing Offer Agreements (RFSO) – Set-Aside for Aboriginal Business

– Closing Date: March 17, 2014

– “*Tender Documents Enclosed*”

– *Bidders Name and Address*

5. 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.

6. 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.

7. 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.

8. 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.

INSTRUCTIONS TO BIDDERS

9. 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 Celine Viner by fax at 819-953-7830 or by email at celine.viner@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.

10. Bidders Recourse

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

- 10.1 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;
- 10.2 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
- 10.3 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.

11. Bid Validity Period

- 11.1 Bids will remain open for acceptance for a period of not less than one hundred and twenty (120) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 11.2 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.
- 11.3 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.
- 11.4 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.

12. Receipt and Custody of Proposals

- 12.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.
- 12.2 Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- 12.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 12.4 All proposals as described in 12.3 above are subject to the provisions of the *Access to Information Act*.

INSTRUCTIONS TO BIDDERS

13. 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.

14. Basis of Fees and Cost Quotation

14.1 The price(s) quoted in the financial proposal must be expressed in terms of fixed per diem 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.

14.2 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.

14.3 The fixed per diem rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: fixed per diem rate(s) are not to be quoted as ranges).

15. Federal Contractors Program for Employment Equity

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

16. 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 sixty (60) 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.

17. 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.

18. 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 Standing Offer Agreement.

INSTRUCTIONS TO BIDDERS

19. 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

20. Set-Aside Program for Aboriginal Business

This requirement is set aside for Aboriginal suppliers in accordance with government Procurement Strategy for Aboriginal Business. The Bidder must certify in its bid that he or she is an Aboriginal business or joint venture defined within the Procurement Strategy for Aboriginal Business.

For their bid to be considered compliant, the Bidder must submit at the time of bid closing, the completed and duly signed "Certification Requirement" and "Owner/Employee Certification" forms included herein as Annex "C" of the tender documents.

Bidders may enter into Joint Venture agreements with any firm or individuals of their choice, provided the Joint Venture also meets the requirements of the set-aside program for aboriginal business attached herein.

If you choose to Joint Venture, please indicate the legal name of the company or firm with whom the Department may be able to enter into a Standing Offer Agreement.

21. 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 Celine Viner by facsimile at 819-953-7830, or by e-mail at celine.viner@aadnc-aandc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

22. Security Requirements

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer requires a Government of Canada (GoC) Security Screening action at the **Reliability Status** level of the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the Call-up Work, the Contractor and each of its personnel involved in the performance of the Call-up Work must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor and their personnel requiring access to designated **PROTECTED B** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
4. The security requirements identified for this Standing Offer stipulate that the Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises.
5. The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List (attached hereto as Appendix F); and
 - b) Government Security Policy (Latest Edition)

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INSTRUCTIONS TO BIDDERS

6. ***For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:*** In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder’s proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the Standing Offer Call-up Work who are currently in possession of the required security screening:

- a) First and Last Name of Individual, Address and Phone Number;
- b) Company Security Officer Name and Telephone Number;
- c) Security Screening or Clearance Certificate Number;
- d) Level of GoC Security Screening or Clearance;
- e) Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
- f) Effective Date of Screening or Clearance.

For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability: At the time of proposal submission, Bidders **MUST** complete and submit the following certification:

CERTIFICATION	
<p>If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of Reliability Status agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting call-up.</p>	
<p>Name of Duly Authorized Representative (Print)</p> <p>_____</p> <p>Title</p>	<p style="text-align: center;">Signature of Duly Authorized Representative</p> <p style="text-align: center;">Date</p>

Prior to Call-up, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Department will require said resources to undergo the Personnel Screening process, sponsored through CASD, for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**. Resources will be required to complete the Personnel Screening Consent and Authorization Form **TBS/SCT 330-23E (Rev. 2002/07)** as viewable on the Canadian International Industrial Security Directorate (CIISD) website, as indicated in the RFP, and submit this information to **AANDC, Security and Occupational Health and Safety Division**.

This procedure is in accordance with the Departmental and *Policy Government Security* (TBS July 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Policy Government Security of Canada and is protected by the provisions of the Privacy

INSTRUCTIONS TO BIDDERS

Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the Call-up work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this Standing Offer.

SELECTION AND EVALUATION CRITERIA

1.0 Selection and Evaluation Methodology

- 1.1 Five (5) hard copies of the Bidder's Technical Proposal, one (1) soft-copy of your technical proposal and one (1) hard copy of the Bidder's Financial Proposal, along with at least one (1) soft-copy of the Technical Proposal (in either PDF or MS Word format) on CD **MUST** be delivered to the specified address on or before the date and time as stipulated in the Letter of Invitation. Electronically transmitted bids will not be accepted.
- 1.2 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.
- 1.3 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.
- 1.4 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.
- 1.5 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 or other field work through a University or college that were conducted in conjunction with a professional firm are considered work experience provided they are related to the required services.
- 1.6 **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 2008 to December 2008; Project #2 time frame is October 2008 to January 2009; the total months of experience for these two project references is seven (7) months.
- 1.7 **All requirements for experience to have been obtained within the last “#” years are interpreted in reference to the solicitation closing date.**
- 1.8 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.
- 1.9 Bidders **MUST** propose against **both streams** of this RFP, as defined in the SOW sections 7.1 to 7.4.6, which are:
- Stream 1:** Contaminated Sites Environmental Management Services
- Stream 2:** Contaminated Sites Health and Safety Management Support Services
- 1.10 Bidders **may** also propose against one (1) or more of the **Optional Service Categories** of the RFP, as defined in the SOW sections 7.5 to 7.5.5, which are:
1. Socio-economic impact assessments
 2. Training
 3. Community Consultation and Stakeholder Engagement

SELECTION AND EVALUATION CRITERIA

4. Multijurisdictional Land Use and Permits Expertise
5. Certified Industrial Hygienist

If bidding on one (1) or more Optional Service Category Bidders are required to include the names and qualifications of all proposed Resources for Optional Service Category delivery in their Technical Proposals and include applicable rates for each resource in their Financial Proposals.

Bidders are not required to propose Resources in the Optional Service Categories but are encouraged to do so. Optional Service Categories are evaluated in Point Rated Criterion R4. In the event that proposed Resources for any Optional Service Categories proposed do not meet the minimum qualifications for their respective category, the Bidder will not be eligible to receive any points (on Point-Rated Criterion R4) for those resources, which could impact the Bidder's overall score. If awarded an SOA, the Bidder would not be eligible to provide services in any Optional Service Category(ies) in which there were no compliant resources proposed.

1.11 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 ALL of M1-M3 will be evaluated on the basis of Point-Rated Criteria R1-R7.
- Stage 3 -** Bidders meeting an overall pass mark of 75% on Point-Rated Criteria R1 – R7 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.

1.12 Definitions

The following definitions apply to all Criteria where the terms appear, 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 any Point-Rated Criteria. Bidders are encouraged to address all elements expressed by **“should”**.

“Core Team” refers to the **minimum number and categories** of resources proposed by the Bidder in compliance with Mandatory Requirement **M2**, who are found to be compliant with the requirements for the Resource Categories of Principal Consultant; Senior Consultant/Specialist; and Consultant (as identified in Annex A to the Statement of Work).

“Project” refers to a defined scope of work delivered towards a defined objective to support an integrated undertaking. Repetition of tasks performed for the same Project (i.e. the same integrated undertaking) whether occurring concurrently or consecutively is not considered to be distinct Projects for the purposes of this evaluation.

1.13 Mandatory Requirements

A Bidder's Proposal **MUST** meet **ALL** Mandatory Requirements in order for the Proposal to be deemed compliant and considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of the Mandatory Requirements will result in its Proposal being deemed non-compliant, with the Proposal being given no further consideration.

SELECTION AND EVALUATION CRITERIA

Bidder **MUST** propose services under **both** service streams of this RFP.

Stream 1: Contaminated Sites Environmental Management Services

Stream 2: Contaminated Sites Health and Safety Management Support Services

Note: Please find submission forms for the Mandatory Criteria in the Proposal Submission Forms section.

Requirements Summary

The following is a summary for these Mandatory Requirements

Evaluation Criteria
M1. Corporate Profile and Responsibility Assignment Matrix
M2. Bidder Resources
M3. Bidder Project Summaries

MANDATORY CRITERIA	COMPLIANT (YES/NO)	PAGE #
<p>M1. CORPORATE PROFILE AND RESPONSIBILITY ASSIGNMENT MATRIX</p> <p>1.1 The Bidder MUST provide the full legal name of the entity submitting the Proposal.</p> <p>1.2 The Bidder MUST identify, as applicable, any joint venture members, partners or subcontractors that will be party to the Proposal.</p> <p>1.3 The Bidder MUST include a responsibility assignment matrix, identifying and describing the individuals proposed in the Bidder’s Core Team, and their roles, responsibilities and accountabilities, both broadly, and in relation to anticipated project requirements (as described in sections 7.2, 7.3 and 7.4 of the Statement of Work) under both service streams (see 7.1 of the Statement of Work).</p> <p>1.3.1 If the Bidder has opted to propose services in any of the Optional Service Categories (as described in section 7.5 of the Statement of Work), the responsibility assignment matrix should also identify and describe the individuals proposed for the Service Category(ies) proposed by the Bidder.</p> <p>1.4 The Bidder MUST propose at least one (1) resource in the Administration Resource Category.</p> <p>1.4.1 The proposed Administration resource MUST demonstrate a minimum of two (2) years of work experience in the management of contractual arrangements on behalf of a company with Canadian federal government clients.</p> <p><i>Management of contractual arrangements includes submission of work proposals and any amendments in response to client requirements, receipt, processing and administration of work requests from clients on behalf of the company, and related tasks.</i></p> <p>1.4.2 The proposed Administration resource MUST demonstrate a minimum of</p>		

SELECTION AND EVALUATION CRITERIA

MANDATORY CRITERIA	COMPLIAN T (YES/NO)	PAGE #
three (3) years of work experience, acquired within the past ten (10) years, in the provision of day-to-day administrative support/clerical services.		

MANDATORY CRITERIA	COMPLIAN T (YES/NO)	PAGE #						
<p>M2. BIDDER RESOURCES</p> <p>2.1 BIDDER CORE TEAM</p> <p>2.1.1 The Bidder’s firm MUST have access to the breadth and depth of resources to provide Environmental Management Services, as demonstrated by the submission of a description of its Core Team together with CVs and evidence of education and certification (where specified as required) for the minimum number of qualified persons in the categories identified below.</p> <p>For the purposes of this Mandatory Requirement “<i>qualified</i>” is defined in Qualification Requirements (see pages 60-61 of Appendix “D” Statement of Work) for each Resource Category (2A to 2c) identified below.</p> <p><u>Required Core Team Resource Categories:</u></p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Category</th> <th style="text-align: left;">Minimum number of persons required</th> </tr> </thead> <tbody> <tr> <td>2.A Principal Consultant</td> <td>One (1) qualified person required.</td> </tr> <tr> <td>2.B Senior Consultant / Specialist</td> <td>Two (2) qualified persons required, with at least one (1) qualified person required in Stream 1 Environmental Management Services and at least one (1) qualified person required in Stream 2 Health and Safety Management Support Services.</td> </tr> </tbody> </table> <p>This requirement may be met by:</p> <p>a) one (1) qualified person in each Stream with each person demonstrating the required work experience and required Certification in the Stream [for a total of two (2) qualified persons], or;</p> <p>b) one person qualified (1) in both Streams demonstrating a minimum of five (5) years of non-overlapping work experience in each Stream (for a total of ten (10) years of work experience at a minimum) and both required Certifications, and one (1) additional qualified person demonstrating the required five (5)</p>	Category	Minimum number of persons required	2.A Principal Consultant	One (1) qualified person required.	2.B Senior Consultant / Specialist	Two (2) qualified persons required, with at least one (1) qualified person required in Stream 1 Environmental Management Services and at least one (1) qualified person required in Stream 2 Health and Safety Management Support Services .		
Category	Minimum number of persons required							
2.A Principal Consultant	One (1) qualified person required.							
2.B Senior Consultant / Specialist	Two (2) qualified persons required, with at least one (1) qualified person required in Stream 1 Environmental Management Services and at least one (1) qualified person required in Stream 2 Health and Safety Management Support Services .							

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MANDATORY CRITERIA	COMPLIANT (YES/NO)	PAGE #
<p>years of work experience in one of the Streams with or without any Certification [for a total of two (2) persons].</p> <p>2.C Consultant Two (2) qualified persons required.</p> <p>The same person may not be proposed for more than one (1) <i>resource category</i>. The same person may be proposed in both service streams.</p> <p>2.1.2 At least one (1) proposed Principal Consultant or Senior Consultant/Specialist MUST have been actively involved in each of the Bidder’s Projects proposed in response to Mandatory Requirement M3. For the purposes of this Mandatory Requirement, “actively involved” means the resource was involved in most aspects of the project (from initiation, through planning, execution and review/close-out) or actively involved in a substantive element of a larger phased project). <i>For clarity, this requirement may be met by one (1) person proposed in one of the categories actively involved in all three (3) projects, by three (3) different persons proposed in the categories each actively involved in a different project, or by two (2) persons proposed in the categories, one active in two (2) projects and the other active in one (1) project.</i></p> <p>2.1.3 At least one (1) of the proposed Core Team resources MUST have experience working with practices and processes related to the management of Contaminated Sites by a federal government department.</p> <p>2.1.4 At least the minimum number of named persons (as identified in factor 2.1.1 above) MUST meet the Qualification Standards for the Resource Category in which they are identified in the Bidder’s Core Team in order to be considered qualified [as described in pages 60-61 of Appendix “D” Statement of Work) for each Resource Category (2A to 2c)], and in order for the Bidder to be compliant with Mandatory Requirement M2.</p> <p>Bidder Resources will be evaluated in the order in which they appear in the Bidder’s Proposal, against the Minimum Qualifications for the Resource Category in which they are proposed [as identified in pages 60-61 of Appendix “D” Statement of Work) for each Resource Category (2A to 2c)].</p> <p>For the purpose of evaluation, the minimum required number of resources per Resource Category (as identified in M2.1.1. above) that demonstrate compliance with the Minimum Qualifications for their Resource Category will be considered as the Bidder’s Core Team. Only the minimum required number of resources per Resource Category (as identified in M2.1.1. above) will be considered as the Core Team for the purpose of any further evaluation.</p> <p>In the event the Bidder does not provide the minimum required number of compliant Resources in each Resource Category as identified in 2.1.1. above its Proposal will be deemed non-compliant.</p> <p>DIAND will evaluate Resources per Resource Category in the order in which</p>		

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MANDATORY CRITERIA	COMPLIANT (YES/NO)	PAGE #
<p>they appear in the Bidder’s Proposal. In the event the first named Resource for the Resource Category does not demonstrate the requirements of the Resource Category in which he/she is proposed, DIAND will consider any Additional Resources proposed by the Bidder in that Resource Category (under factor 2.2 below) in the order in which they appear in the Bidder’s Proposal; until the Core Team has been filled or until the Bidder is found non-compliant.</p> <p>2.1.5 For evidence of a valid professional designation, certification and any claimed degree or diploma, the Bidder MUST provide physical evidence in the form of a photocopy of a certificate or a traceable certificate number included within the Proposal. In the event a copy of a certification, degree or diploma is not readily available, an official letter from the institution or a copy of a related transcript indicating the Resource has completed the related degree will be acceptable.</p> <p>In the event no acceptable evidence is provided, the Resource for which it applies will not be considered qualified under the Bidder’s Proposal.</p> <p>2.2 Bidder Additional Capacity</p> <p>2.2.1 Bidders wishing to include additional resources under any resultant SOA beyond the minimum numbers stipulated in factor 2.1.1 (above) MUST include a detailed CV and evidence of credentials for <u>each</u> additional resource proposed in relation to the Resource Categories and levels of seniority indicated in the SOW (pages 60-61 of Appendix “D” Statement of Work).</p> <p>a) Any additional proposed resources MUST meet the minimum requirements as stated in the SOW (pages 60-61 of Appendix “D” Statement of Work) specific to the Resource Category and seniority level in which they are proposed in order to be eligible to be called-up under any resulting SOA.</p> <p><i>Additional Resources submitted under this Criterion will not be point-rated. Bidders are not required to submit Additional Resources beyond those required under factor 2.1.1 of M2, however are encouraged to do so.</i></p> <p><i>Provided the Bidder proposes at least the minimum number of qualified Resources per Resource Category (in accordance with factor 2.1.1), in the event Additional Resources proposed under Mandatory Requirement M2.2 do not meet the requirements of the Statement of Work (pages 60-61 of Appendix “D” Statement of Work) such resources will not be eligible to be called-up under any resulting SOA, but this finding of non-compliance will not impact the Bidder’s overall compliance with Mandatory Requirement M2 of this RFP.</i></p> <p><i>DIAND encourages Bidders to provide a summary, directly linking each proposed Resource’s skills and experience with the minimum qualifications included within the SOW for the Resource Category in which the Resource is proposed, as well as highlighting linked skills and experience in the related CV.</i></p> <p>Note 1: Bidders are encouraged to provide all of the Resources they would wish to provide services to DIAND within their Proposal.</p>		

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<p><i>Note 2: For Stream 2 resource certification, Bidders are advised that NCSP is seeking resources qualified in the specific fields of Environmental Health and Safety, and site Health and Safety. Qualifications in other fields such as, but not necessarily limited to, industrial hygiene or occupational therapy will not be accepted as meeting the minimum qualifications under this Stream of Work, for the Core Team.</i></p>		

MANDATORY CRITERIA	COMPLIANT (YES/NO)	PAGE #
<p>M3. BIDDER PROJECT SUMMARIES</p> <p>3.1 At the Bidder level, the Bidder MUST provide three (3) written project summaries demonstrating the Bidder’s experience in the provision of Environmental Management Services as described in the RFP (see in particular SOW 7.2.1-7.2.11; SOW 7.3.1-7.3.9; or SOW 7.4.1-7.4.5).</p> <p>3.2 At least one (1) project MUST demonstrate experience in relation to Stream 1 <i>Environmental Management Services</i> and at least one (1) project MUST demonstrate experience in relation to Stream 2 <i>Health and Safety Management Support Services</i>.</p> <p>One (1) or more projects may be used to demonstrate both of these requirements.</p> <p>3.3 Of the three project summaries provided:</p> <p>3.3.1 At least, one (1) project MUST involve the provision of audit services (SOW item 7.4.2 or item 7.4.3 for the design and conduct of an audit) for either an Environmental OR a Health and Safety audit;</p> <p>3.3.2 At least one (1) project MUST involve the provision of risk management services (any of SOW items 7.3.1-7.3.9), and</p> <p>3.3.3 At least one (1) project MUST involve the provision of management system support services (any of SOW items 7.2.4, 7.2.9 or 7.2.10)).</p> <p>One (1) or more projects may be used to demonstrate all of these requirements.</p> <p>3.4 Projects may be ongoing, but MUST have taken place within the last five (5) years. Costs (\$CAN) to the Client and timelines of the Bidder’s project (MM, YYYY) for submitted project summaries MUST be clearly defined, as follows:</p> <p>a) Dollar value \$CAN of the project (to the Client) to which the Bidder contributed (<i>i.e. the Client’s overall project value, including both the Bidder’s invoicing and Client project costs such as capital costs, etc.</i>);</p> <p>b) Dollar value \$CAN of the work (to the Bidder) for work completed in the last five (5) years (<i>i.e. the Bidder’s overall invoice total for services provided to the Client related to the project summary</i>);</p>		

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MANDATORY CRITERIA	COMPLIANT (YES/NO)	PAGE #
<p>c) The dates/duration of the Bidder’s engagement in the project.</p> <p>3.5 Each project summary MUST identify at least one (1) qualified Senior Consultant/Specialist OR one (1) qualified Principal Consultant whom the Bidder is currently proposing, who was actively engaged in the Project. Resources may have been involved in the cited project at a different Resource Category level than that in which they are proposed.</p> <p><i>For example, a Resource may be involved in the cited project as a Principal consultant, or Intermediate consultant, and if they are proposed in the current bid as a Senior consultant, and they meet the minimum requirements for the Senior consultant resource category as defined herein, they would meet this requirement.</i></p> <p>For the purposes of this Mandatory Requirement, “actively involved” means the resource was involved over most aspects of the project (from initiation, through planning, execution and review/close-out) or actively involved in a substantive element of a larger phased project. <i>For clarity, this requirement may be met by one (1) person proposed in one of the categories actively involved in all three (3) projects, by three (3) different persons proposed in the categories each actively involved in a different project, or by two (2) persons proposed in the categories, one active in two (2) projects and the other active in one (1) project.</i></p> <p>3.6 The Bidder MUST include Project Summary Forms (see Proposal Submission Forms) for each of the three (3) Bidder project summaries submitted, along with a Project Reference Form completed and signed by the named client project authority for each cited project. The Bidder MUST forward the Project Summary information to each refereeing client project authority, for completion of the Project Reference. The completed forms, duly signed by the referee MUST be submitted as part of the Bidder’s Proposal. The Bidder MUST NOT sign reference forms on behalf of the referee.</p>		
<p>Note 1: <i>For the purpose of evaluation under Mandatory Requirement M3, the following will be considered as the Bidder’s experience:</i></p> <p>a) <i>Project experience by the bidding entity (i.e. the signatory to the Proposal); or</i></p> <p>b) <i>Project experience by a firm that has merged with or was acquired by the Bidder; or</i></p> <p>c) <i>In the case of Joint Ventures submitting a Proposal, project experience by one (1) or more member firms of the Joint Venture who are included within the Proposal to DIAND.</i></p> <p><i>The onus is on the Bidder to clearly demonstrate within its submitted projects which entity/firm (as defined in (a) through (c) above) undertook the project.</i></p> <p><i>All projects submitted by Bidders MUST be in direct relation to contracts that were entered into by the Bidder (as defined above) with the named client organization contained within the Project Summary.</i></p> <p><i>Further, as evidence of compliance with M3, Bidders <u>cannot use an individual proposed Resource’s project experience obtained while working for or on behalf of another entity that is not a part of the Proposal.</u> Irrespective of the qualifications and experience of the proposed Resource, if the project was not contractually entered into and work successfully undertaken by the Bidder (as defined above), the Project Summary cannot be submitted as evidence of the Bidder’s compliance with M3.</i></p>		

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<p><i>The purpose of M3 is to ascertain if the Bidder has previously entered into and undertaken similar/relevant projects. Projects undertaken by proposed Resources are considered in Point-Rated Criterion R1.</i></p> <p><i>Note 2: DIAND reserves the right to contact the referenced client project authority to verify the accuracy of information provided within each Project Summary. Failure on the part of the Bidder to provide accurate and current contact information may result in the Bidder's Proposal being deemed non-compliant and be given no further consideration in the evaluation process.</i></p>		
<p><i>Project Summary Format:</i></p> <p>The Bidder should include with EACH project summary:</p> <ul style="list-style-type: none"> a) The name and postal address of the client organization; b) The total Bidder level of effort (in days) completed within the last five (5) years. The Bidder should not identify projected level of effort that has not been completed as of the solicitation closing date; c) A brief description of the project; d) A summary of the client's requirements; e) The Bidder's responsibility on the project and key activities undertaken within the last five (5) years; f) A detailed description of the role and responsibilities of the named Core Team resources (where engaged); g) The result or outcome of the project, together with the extent to which the project work undertaken to date was completed on-time, on-budget, and in accordance with established project goals; and h) Any other information the Bidder feels relevant for evaluation. 		

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1.14 Point-Rated Criteria

Only those Proposals meeting ALL of the above Mandatory Requirements will be deemed compliant and will be evaluated by the DIAND Evaluation Committee on the basis of the Point-Rated Criteria.

Bidders **MUST** achieve the minimum score over all of the Point-Rated Criteria in order to be evaluated on the basis of their Financial Proposal.

Bidders failing to meet the minimum score over all of the Point-Rated Criteria will be deemed non-compliant and given no further consideration.

In responding to the Evaluation Criteria below, Bidders are required to substantiate the evidence provided in response to each factor in order to be eligible for points.

Applicable Definitions

In these Criteria “**substantiated evidence**” is that which is independently verifiable (e.g. with dates and duration for projects, or detailed explanation and examples), with clear successful outcomes related to the given task, skill, ability, or other evaluation factor being demonstrated, and includes evidence of understanding any related underlying methodology and/or techniques as appropriate, and provides sufficient details with regard to the above. Simply stating that a resource or the Bidder has completed a task, or that a task was involved in a project, will not be considered “substantiated.” A reiteration of the Point-Rated Criteria will not be eligible to receive points.

The term “**infrastructure**” refers to “hard” or “technical” infrastructure that serves to convey, channel, or transmit. It includes most forms of infrastructure such as roads, electrical, communications, water, waste sites, mining, construction infrastructure, etc. For the purposes of these criteria, infrastructure **excludes** construction of buildings/facilities, such as, but not limited to warehouses, office buildings, hotels/residential buildings, factories, etc.

Points Summary

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

Evaluation Criteria	Weight
R1 Bidder Core Team Project Experience	84
R2. Bidder Core Team Qualifications	20
R3. Optional Service Categories	10
R4. Bidder Project Experience	66
R5. Understanding and Approach	48
R6. Approach to Aboriginal Opportunity Considerations (AOC)	25
R7. Proposal Quality	20
Total available Points (R1-R7)	273
Minimum Required Passmark (75%):	204
Prorated Technical Score	80

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Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p>R1. Bidder Core Team Project Experience</p> <p>For the Core Team of Resources named in compliance with M2, 2.1.1, the Bidder should provide substantiated evidence within Table R1 – Summary of Experience and project descriptions (see Annex “B” Proposal Forms) of the Bidder’s Core Team Resources’ experience as a Team, relevant to each of the six (6) Subject Areas:</p> <p>a) Experience with ISO 14001 or ISO 18001</p> <p>b) Development of Environmental Management Systems (EMS) OR Implementation of Environmental Management Systems (EMS)</p> <p>c) Experience with ISO 31000</p> <p>d) Development of Risk Registers and project-specific risk assessment workshops.</p> <p>e) Conduct of Environment AND Health and Safety Audits*.</p> <p>f) Quality Assurance / Quality Control on Environment AND Health and Safety programs*</p> <p>(as identified in Table R1, Annex “B” Proposal Submission Forms reproduced herein for clarity).</p> <p><i>*Note that points will only be awarded for conduct of BOTH environment AND health and safety audit (factor e) and for conduct of QA/QC on BOTH environment AND health and safety programs (factor f).</i></p> <p>Only one (1) reference project may be submitted per Subject Area.</p> <p>Each referenced project submitted in response to this Criterion will be evaluated on the basis of the project’s relevance and similarity to DIAND’s requirements for the provision of Environmental Management Services (as described in the RFP), based on the factors identified at right.</p> <p>The Bidder may reference the three (3) projects provided in compliance with Mandatory Requirement M3, or may reference and provide alternate and/or additional project summaries undertaken by members of the Bidder’s Core Team, which it feels best addresses each Area.</p> <p><i>Bidders MUST use the <u>Project Summary</u></i></p>	<p>Up to a maximum of 84 points, with regard to the following specific factors:</p> <p>1) The similarity and relevance of the complexity of the Client project’s environment, in support of which the Bidder’s Core Team provided services, to the complexity of NCSP’s environment, as described in the Statement of Work (SOW) and below. A maximum of 10 points per Project will be awarded based on the following:</p> <p>Points for Factor (1) will be awarded <u>per Project</u> for demonstration of any combination of the following elements (a through h). Although Bidders may demonstrate additional elements in a Project, only a maximum of 10 points per Project will be awarded for this factor.</p> <p>a) Canadian Public Sector (2 points)</p> <p>b) Project involved work experience by the Core Team resource(s) on projects in the North (1 point)</p> <p><i>“North” is defined as north of 60 degrees latitude.</i></p> <p>c) Northern Regulatory environment experience (up to 2 points)</p> <p><i>A “Northern regulatory environment” is one in which the project work actively involved dealing with regulatory matters, working with regulatory bodies or regulatory processes associated with a project north of 60 degrees latitude.</i></p> <p>d) Services provided for Project Management of Contaminated Sites (up to 2 points)</p> <p><i>A Contaminated Site is one at which substances occur at concentrations (1) above background (normally occurring) levels and pose or are likely to pose an immediate or long term hazard to human health or the environment, or (2) exceeding levels specified in policies and regulations. In either (1) or (2), there must be a concentration of a substance in the soil or ground water (usually a petroleum product or a metal) that is higher than expected for that region of Canada. There must also be some evidence that this concentration poses a risk to human health or the environment.</i></p> <p>e) Multi-Year Project (equal to or more than 24 months) (1 point)</p> <p>f) Similar project stakeholder environment (e.g. dealing with multiple levels of government AND experience working with Aboriginal organizations or governments) (up to 2 points)</p> <p>g) Experience in Mine Health and Safety (1 point)</p> <p>h) Project involved engineering of infrastructure, construction of infrastructure, or the mining industry (2 points);</p> <p><i>Note that in order to receive points under this factor, the environment must meet the definition of “infrastructure”</i></p>

SELECTION AND EVALUATION CRITERIA

<p><i>Template found in Annex “B” Proposal Submission Forms for each Core Team Project submitted. Note that there is no need to submit the Project Reference From portion to a client reference for review and signature for Core Team Projects under criterion R1. However, where the Bidder chooses to use a Bidder-Level Project from Criterion M3, the Project Reference requirement remains.</i></p> <p>Up to a maximum of six (6) projects may be provided under this criterion. Demonstrated evidence of the Bidder’s named Core Team Resources’ experience acquired while working for the Bidder or for other organizations will be considered.</p> <p>In order to be eligible to receive points, the Project MUST <u>clearly</u> involve the Subject Area against which it is provided. Tasks completed on the Project MUST be consistent with DIAND’s requirements as stated in the RFP (for those SOW Subject Areas specified in Table R1 Summary of Experience).</p> <p>NOTE: A simple reiteration of the RFP contents, without demonstration of substantiated evidence of the Bidder’s Core Team’s experience, understanding and knowledge, will result in a score of zero (0) on this criterion.</p>	<p><i>given above.</i></p> <p>2) The Bidder’s Core Team’s involvement on the Client’s project is similar to DIAND’s Team Capacity expectations, as described in the SOW and Mandatory Requirement 2.1.1 and as follows. A maximum of four (4) points per project will be awarded based on the following scale:</p> <p>a) More than two (2) of the Bidder’s proposed Core Team were actively engaged on the project (4 points)</p> <p>b) Two (2) of the Bidder’s proposed Core Team were actively engaged on the project (2 point)</p> <p>c) Only one (1) of the Bidder’s proposed Core Team was actively engaged on the project (0 points).</p> <p>For the purposes of this Criterion, “actively engaged” means the resource was involved over most aspects of the project (either from initiation, through planning, execution and review/close-out) or actively involved in a substantive element of a larger phased project)</p> <p><i>Note that points will only be awarded under this factor for Resources in the proposed Core Team. Resources proposed for delivery of Administration or Optional Services only will not be considered for points under this evaluation factor.</i></p>
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Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p>R2. Bidder Core Team Qualifications</p> <p>Additional demonstration of valid and relevant Environmental Audit and Health and Safety Professional certifications will be evaluated.</p> <p>Points will be awarded for valid certifications held by members of the Bidder’s Core Team who are compliant with the requirements of M2, 2.1.1.</p> <p>Points will only be awarded for valid certifications demonstrated that are beyond the minimum requirement for one (1) certification in each Work Stream.</p> <p><i>*For evidence of a valid certification, physical evidence MUST be provided in the form of a photocopy of a certificate or a traceable certificate number.</i></p>	<p>Up to 20 points, with regard to the following factors:</p> <p>1) Additional Core Team resources, beyond the minimum of one (1) required, demonstrating either a valid Certified Environmental Auditor (CEA) or a Certified Environmental Management Systems Lead Auditor with the Canadian Environmental Auditing Association (CEAA), or international equivalent, as determined by DIAND.*</p> <p>Five (5) points per Resource demonstrating either of the above certifications, to a maximum of ten (10) points.</p> <p>2) Additional Core Team resources, beyond the minimum of one (1) required, demonstrating they are a Certified Health and Safety Professional (e.g. Canadian Registered Safety Professional (CRSP), Certified Construction Safety Officer, or Certified Health and Safety Management System Auditor with the Auditing Association of Canada (CHSMSA) or</p>

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Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
	international equivalent, , as determined by DIAND).* Five (5) points per Resource demonstrating either of the above certifications, to a maximum of ten (10) points.

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p>R3. Optional Service Categories</p> <p>Bidders may propose resources against one (1) or more of the Optional Service Categories of the RFP, as defined in the SOW sections 7.5.1 to 7.5.5, which are:</p> <ol style="list-style-type: none"> 1. Socio-economic impact assessments; 2. Training; 3. Community Consultation and Stakeholder Engagement; 4. Multijurisdictional Land Use and Permits Expertise; 5. Certified Industrial Hygienist [For resources proposed in Optional Service Category – Certified Industrial Hygienist (CIH), the resource MUST possess a valid CIH designation. For evidence of a valid certification, physical evidence MUST be provided in the form of a photocopy of a certificate or a traceable certificate number.] <p>The Bidder should identify the name and Category of any resources it proposes to provide services in the Optional Service Categories, together with CVs and evidence of education and certification.</p>	<p>Up to a maximum of 10 points for qualified resources meeting the requirements of the Optional Service Categories (as identified in the SOW, (pages 60-61 - Qualifications Standards and reproduced herein for clarity).</p> <p>Points will be awarded as follows:</p> <p>Two (2) points for each qualified Senior Consultant resource, to a maximum of five (5) Senior Consultants:</p> <p style="padding-left: 40px;">A Senior Consultant must demonstrate a minimum of five (5) years work experience acquired in the past ten (10) years relevant to the Optional Service Category for which he/she is proposed; or an acceptable equivalent of education, training and work experience.</p> <p>One (1) point for each qualified Junior Consultant resource, to a maximum of five (5) Junior Consultants:</p> <p style="padding-left: 40px;">A Junior Consultant must demonstrate a minimum of two (2) years work experience acquired in the past five (5) years relevant to the Optional Service Category for which he/she is proposed; or an acceptable equivalent of education, training and work experience.</p>

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p>R4. Bidder Project Experience</p> <p>Each of the three (3) project summaries submitted in response to Mandatory Requirement M3 will be evaluated on the basis of the cited project’s relevance and similarity to the service streams, as defined in the SOW.</p>	<p>Up to 22 points per project, to a maximum of 66 points, with regard to the following factors:</p> <ol style="list-style-type: none"> 1) The relevance and extent of the Bidder’s experience across Stream 1 Environmental Management Services and Stream 2 Health and Safety Management Support Services, as described in the SOW (item 7.1) and identified below. A maximum of 12 points per Project will be awarded based on

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Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
	<p>the following:</p> <ul style="list-style-type: none"> a) conduct of: reviews, audits or reporting on contaminated site project proposals or reviews, audits or reporting on contaminated site project plans [in one service stream (2 points) OR in both service streams (4 points)] b) providing risk management and development of frameworks, including risk registers [in one service stream (1 point) OR in both service streams (2 points)] c) consultation with stakeholders [in one service stream (1 point) OR in both service streams (2 points)] d) operational site inspections or field audits in review of site contractors' plans OR operational site inspections or field audits of a similar nature [in one service stream (2 points) OR in both service streams (4 points)]. <p>2) The relevance and extent of the Bidder's experience in management systems support, as described in the SOW and identified below. A maximum of 10 points per Project will be awarded based on the following:</p> <ul style="list-style-type: none"> a) development of Environmental Management Systems (2 points); b) development of Standard Operating Procedures (2 points); c) development of audit standards (2 points); d) delivering comprehensive training (2 points); <p><i>Note that "comprehensive training" involves delivery of a defined course of study with clear objectives and purpose of at least half a day in length.</i></p> <ul style="list-style-type: none"> e) Community engagement activities (2 points).

SELECTION AND EVALUATION CRITERIA

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p>R5. Understanding and Approach</p> <p>The Bidder should indicate, through a written description (no more than 2 pages per factor), their applied understanding of and approach to addressing DIAND’s requirements for the provision of Environmental Management Services in support of the NCSP for each of the required service streams.</p> <p>Bidders should address this criterion in 20 pages or less.</p>	<p>Up to a maximum of 48 points, with regard to the following specific factors:</p> <ol style="list-style-type: none"> 1) The Bidder provides substantiated evidence of a clear understanding and approach to Environmental Management Systems and Environmental Health and Safety. This includes (up to 10 points in total): <ol style="list-style-type: none"> a) An understanding and approach to the context of service delivery, including the management of large public sector projects and programs (up to 5 points); b) The approach and methodologies employed throughout the project life cycle, along with potential issues, mitigation strategies, and best practices (up to 5 points). 2) The Bidder provides substantiated evidence of a clear understanding and approach to Audit. This includes (up to 13 points in total): <ol style="list-style-type: none"> a) A clear understanding and approach to development and implementation of an environment, health and safety project-level audit program in an environment the same or similar to NCSP’s project environment (up to 10 points); b) An approach on how to integrate an understanding of legislation into an audit (up to 3 points). 3) The Bidder provides substantiated evidence of a clear understanding and approach to the permitting/licensing and multijurisdictional environment in which NCSP projects operate, including (up to 13 points in total): <ol style="list-style-type: none"> a) An understanding and approach and methodologies to be employed, issues, risks and mitigation strategies, and best practices (up to 5 points). b) The Bidder provides substantiated evidence of a clear understanding and approach to multijurisdictional (e.g. Federal and one (1) or more sub-central entities, etc.) and multi-party (i.e. Owner, Agent, Contractors, Sub Contractors, local involvement) projects, specifically addressing regulatory and permitting/licensing environments (up to 3 points). c) The Bidder provides substantiated evidence of a clear understanding of Territorial devolution, and how this can affect projects in this environment (up to 5 points). 4) The Bidder provides substantiated evidence of a clear understanding and approach to Risk and Risk Mitigation relating to Public Sector Projects, including (up to 5 points in total):

SELECTION AND EVALUATION CRITERIA

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
	<p>a) An understanding and approach to the development and implementation of risk registers (including related process and outcomes) (up to 5 points).</p> <p>5) The Bidder provides substantiated evidence of a clear understanding and approach to addressing NCSP objectives, challenges and issues through specific approaches and mechanisms for each of the following (up to 7 points in total):</p> <p>a) Resource identification and allocation, including how the Bidder will manage multiple concurrent projects to deliver upon commitments to NCSP and succession planning for knowledge transfer and continuity (1 point);</p> <p>b) Task and deliverable definition (1 point);</p> <p>c) Work Review and Internal QA Procedures (1 point);</p> <p>d) Project management and control methods (1 point);</p> <p>e) The Bidder provides substantiated evidence of a clear structure and effective management of the Bidder’s proposed resource team and relationships with DIAND personnel including approach to coaching and knowledge transfer to the Department (up to 3 points).</p>

SELECTION AND EVALUATION CRITERIA

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p>R6. Approach to Aboriginal Opportunity Considerations (AOC)</p> <p>The Bidder should describe areas of their services where there is the potential for incorporating Aboriginal Opportunity Considerations opportunities in the event of service delivery to a Region within a CLCA area.</p>	<p>Up to twenty-five (25) points will be awarded for proposing an achievable and realistic approach to enabling the maximization of involvement of local Aboriginal peoples in the work to be completed, together with evidence that elements of the approach have been used successfully on past projects.</p> <p>Evidence should be provided to demonstrate the effectiveness of the same or similar plan in the past, and to demonstrate the positive outcomes the plan will have for the Region.</p> <p>The following areas should be substantially addressed:</p> <ul style="list-style-type: none"> a) realistic methods of recruitment and retention (up to 5 points); b) community engagement and communication (up to 6 points); c) timely, relevant and realistic training commitments (up to 7 points); d) employment and contracting opportunities (up to 7 points).

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
<p>R7 Proposal Quality</p>	<p>Up to a maximum of twenty (20) points will be awarded for presenting proposals in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFP, as evidenced by the following factors:</p> <ul style="list-style-type: none"> a) organizing the proposal to match the order and sequence of the Mandatory Requirements and Point-Rated Criteria in the RFP and limiting proposal content to information requested (up to 3 points); b) information in projects, CVs, or elsewhere in the proposal that is specifically relevant to an evaluation factor or minimum qualifications is highlighted. This includes, for example, resource experience in CVs, project details, etc (up to 6 points); c) any cross-references within the proposal for highlighted information are easily identified and clearly found, including consistent use of page numbers, project numbers and other referencing . <i>For example, where the Bidder includes a table saying “evidence of R2 factor a) is on page 23,” the information is found on page numbered 23, and is highlighted in a way that brings the evaluators’ attention to the information (such as with a heading)</i> (up to 6 points). d) overall quality and organization of the proposal as it relates

SELECTION AND EVALUATION CRITERIA

Point-Rated Evaluation Criteria	Weights and Evaluation Frameworks
	to professional presentation of information and ease-of-use (up to 5 points).



2.0 FINANCIAL PROPOSAL

- 2.1 Bidders meeting ALL Mandatory Requirements and achieving at least the required minimum percentage score on the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.
- 2.2 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.
- 2.3 *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 sealed envelope, separate 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.*
- 2.4 Failure on the part of the Bidder to provide the information required within the Financial Proposal Tables will result in DIAND deeming the Bidder's Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.
- 2.5 For each year of the SOA, Bidders **MUST** provide a fixed All-Inclusive per diem rate (\$CAD), based on a 7.5 hour day, per Resource Category.
- 2.6 The fixed All-inclusive per diem 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 diem rate is not to be quoted as a range).
- 2.7 The Bidder's fixed all-inclusive per diem rates shall be **exclusive** of the Goods and Services Tax (GST) and/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.

Required Resource Categories - Financial Table A

PROPOSED RESOURCE CATEGORY	PER DIEM RATES (CAD\$) SOA AWARD to end of Year 1 (A)	PER DIEM RATES (CAD\$) Year 2 (B)	PER DIEM RATES (CAD\$) Year 3 (C)	PER DIEM RATES (CAD\$) Option Year 1 (D)	PER DIEM RATES (CAD\$) Option Year 2 (E)	AVERAGE PER DIEM RATES F = [(A+B+C+D+E)/5]	WEIGHT FACTOR (G)	WEIGHTED AVERAGE PER DIEM RATE (H) (F * G)
A. Principal Consultant	\$	\$	\$	\$	\$	\$	0.15	\$
B. Senior Consultant/ Specialist	\$	\$	\$	\$	\$	\$	0.30	\$
C. Consultant	\$	\$	\$	\$	\$	\$	0.30	\$
D. Administration	\$	\$	\$	\$	\$	\$	0.25	\$
SUM WEIGHTED AVERAGE PER DIEM RATE (I)								\$ _____
I = ΣH								



Optional Service Categories – Financial Table B (if proposed):

PROPOSED RESOURCE CATEGORY	PER DIEM RATES (CAD\$) SOA AWARD to end of Year 1	PER DIEM RATES (CAD\$) Year 2	PER DIEM RATES (CAD\$) Year 3	PER DIEM RATES (CAD\$) Option Year 1	PER DIEM RATES (CAD\$) Option Year 2
Socio-Economic Impact Assessments					
A. Senior Consultant – Optional Service Category	\$	\$	\$	\$	\$
B. Junior Consultant – Optional Service Category	\$	\$	\$	\$	\$
Training					
A. Senior Consultant – Optional Service Category	\$	\$	\$	\$	\$
B. Junior Consultant – Optional Service Category	\$	\$	\$	\$	\$
Community Consultation and Stakeholder Engagement					
A. Senior Consultant – Optional Service Category	\$	\$	\$	\$	\$
B. Junior Consultant – Optional Service Category	\$	\$	\$	\$	\$
Multijurisdictional Land Use and Permits Expertise					
A. Senior Consultant – Optional Service Category	\$	\$	\$	\$	\$
B. Junior Consultant – Optional Service Category	\$	\$	\$	\$	\$
Certified Industrial Hygienist					
A. Senior Consultant – Optional Service Category	\$	\$	\$	\$	\$
B. Junior Consultant – Optional Service Category	\$	\$	\$	\$	\$



2.8 Financial Evaluation

- a) Within each Required Resource Category (Financial Table A), the firm all-inclusive *per diem* rates for each SOA Year (A-C) and Option Years (D-E) will be averaged to derive the Average rate per Required Resource Category (F).
- b) Within each Required Resource Category, the Average rate per Required Resource Category will be multiplied by the Weight Factor (G) to derive a Weighted Average rate per Required Resource Category (H).
- c) Across the Required Resource Categories, the Weighted Average rates per Required Resource Category will be summed to derive the SUM WEIGHTED AVERAGE PER DIEM RATE (I) for the Bidder’s firm all-inclusive per diem rates quoted.
- d) Full points (20/20) will be awarded to the Bidder with the lowest SUM WEIGHTED AVERAGE PER DIEM RATE. Fewer points will be awarded to all other Bidders based on the percentage differential of their SUM WEIGHTED AVERAGE PER DIEM RATE from that of the Bidder with the lowest SUM WEIGHTED AVERAGE PER DIEM RATE.

The calculation used to determine points for all other Bidders (other than the lowest) will be as follows:

Lowest SUM WEIGHTED AVERAGE PER DIEM RATE (\$) divided by Bidder’s SUM WEIGHTED AVERAGE PER DIEM RATE, multiplied by 20 points = Financial Score.

2.9 Price Support

DIAND reserves the right to request price support from Bidders following the Technical Evaluation. Acceptable price support is one or more of the following:

- a) a current published price list indicating the percentage discount available; or
- b) paid invoices for like services sold to other customers; or
- c) a most favoured customer price certification statement.

3.0 BASIS OF SELECTION

3.1 Only compliant Proposals will be considered.

3.2 Only Proposals that have met all Mandatory Requirements, and have achieved or exceeded the required minimum score for the Point-Rated Criteria will be considered. All Proposals will be rated on technical acceptability before price is considered.

An SOA will be awarded 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, 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 combined rating of technical merit and price:

$$\frac{\text{Bidder's points}}{\text{Total technical points}} * 80 = \text{Prorated Technical Score}$$

$$\frac{\text{Lowest bid}}{\text{Bidder's cost}} * 20 = \text{Financial Score}$$

$$\text{Total Score} = /100$$

3.3 DIAND intends to award up to one (1) Standing Offer Agreement 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.**

3.3.1 Under companion solicitation No. 20-13-6012 DIAND intends to Award up to two (2) competitively awarded Standing Offer Agreements.





- 3.3.2 In the event the required number of Awards is not attained as a result of that process, DIAND reserves the right to award up to an additional two (2) SOA pursuant to this process, for a total of three (3) SOAs overall.
- 3.4 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.
- 3.5 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 an SOA 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 20-13-6013

File Number 1632-11/20-13-6013

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

To be identified at SOA award

[Street Address]

[City] , ON [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
- 1.1.7 The document attached hereto as Appendix "F" and Title "Security Requirements Checklist", referred to herein as the Security Requirements Checklist.

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 **March 31, 2017**, perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

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.

**ARTICLES OF AGREEMENT
STANDING OFFER AGREEMENT**

A5 DEPARTMENTAL REPRESENTATIVE

5.1 For the purpose of the Standing Offer Agreement, the Minister hereby designates **To be identified at SOA award**, 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.
- 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.

APPENDIX "A"
GENERAL CONDITIONS

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.
- 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.

APPENDIX "A"**GENERAL CONDITIONS****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.

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.

APPENDIX "A"
GENERAL CONDITIONS

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.aic-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 Standing Offer Agreement.

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

- 12.1 The Contractor's GST/HST number is (to be identified at SOA award).

SC13 PERSONNEL REPLACEMENT AND SUBSTITUTIONS

- 13.1 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.

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 13.2 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.
- 13.3 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).
- 13.4 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).
- 13.5 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.
- 13.6 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.
- 13.7 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.

SC14 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 14.1 **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

- 14.2 **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.

SC15 OPTION TO EXTEND STANDING OFFER AGREEMENT

- 15.1 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.
- 15.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Standing Offer Agreement expiry date.
- 15.3 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.

SC16 SECURITY CLAUSES

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer requires a Government of Canada (GoC) Security Screening action at the **Reliability Status** level of the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the Call-up work, the Contractor and each of its personnel involved in the performance of the Call-up work must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.

APPENDIX "B"
SUPPLEMENTARY CONDITIONS

3. The Contractor personnel requiring access to designated **PROTECTED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor must not remove any designated **PROTECTED** information or assets from the identified work site(s) without proper departmental authorization and the Contractor must ensure that their personnel are made aware of, and comply with, this restriction.
5. The security requirements identified for this Standing Offer stipulate that the Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises.
6. Subcontracts which contain security requirements are not to be awarded without the prior written permission of the Department of Aboriginal Affairs and Northern Development Canada (AANDC), Security and Occupational Health and Safety Division.
7. Any substitute or alternate personnel proposed for the Call-up Work:
 - a) must be approved by the Departmental Representative; and
 - b) must hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status** before gaining access to designated information or assets.
8. Under the Standing Offer, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the Call-up work with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
9. Any Call-up issued against this Standing Offer only has force or effect for as long as the security screening at the level of **Reliability Status** is in effect. Should the security screening issued prior to the commencement of the Call-up work be revoked during the lifetime of the Call-up, the Call-up shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory Work performed up to the time of termination pursuant to the terms of the Standing Offer.
10. The Contractor must comply with the provisions of the:
 - a) Security Requirements Check List (attached hereto as Appendix F); and
 - b) Government Security Policy (Latest Edition)

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.

Required Resource Categories - Financial Table A

PROPOSED RESOURCE CATEGORY	PER DIEM RATES (CAD\$) SOA AWARD to end of Year 1 (A)	PER DIEM RATES (CAD\$) Year 2 (B)	PER DIEM RATES (CAD\$) Year 3 (C)	PER DIEM RATES (CAD\$) Option Year 1	PER DIEM RATES (CAD\$) Option Year 2
A. Principal Consultant	\$	\$	\$	\$	\$
B. Senior Consultant/ Specialist	\$	\$	\$	\$	\$
C. Consultant	\$	\$	\$	\$	\$
D. Administration	\$	\$	\$	\$	\$

Optional Service Categories – Financial Table B

PROPOSED RESOURCE CATEGORY	PER DIEM RATES (CAD\$) SOA AWARD to end of Year 1	PER DIEM RATES (CAD\$) Year 2	PER DIEM RATES (CAD\$) Year 3	PER DIEM RATES (CAD\$) Option Year 1	PER DIEM RATES (CAD\$) Option Year 2
Socio-Economic Impact Assessments					
A. Senior Consultant – Optional Service Category	\$	\$	\$	\$	\$
B. Junior Consultant – Optional Service Category	\$	\$	\$	\$	\$
Training					
A. Senior Consultant – Optional Service Category	\$	\$	\$	\$	\$
B. Junior Consultant – Optional Service Category	\$	\$	\$	\$	\$
Community Consultation and Stakeholder Engagement					
A. Senior Consultant – Optional Service Category	\$	\$	\$	\$	\$
B. Junior Consultant – Optional Service Category	\$	\$	\$	\$	\$

APPENDIX "C"
TERMS OF PAYMENT

Multijurisdictional Land Use and Permits Expertise					
A. Senior Consultant – Optional Service Category	\$	\$	\$	\$	\$
B. Junior Consultant – Optional Service Category	\$	\$	\$	\$	\$
Certified Industrial Hygienist					
A. Senior Consultant – Optional Service Category	\$	\$	\$	\$	\$
B. Junior Consultant – Optional Service Category	\$	\$	\$	\$	\$

Maximum Authorized Fees

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

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**

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

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

Total Maximum Authorized Standing Offer Agreement Value \$0.00

*The GST/HST indicated within this Standing Offer is an estimate only and may be subject to increase or decrease. The taxes payable under this contract will be based on the GST/HST levy and Place of Supply in effect at the time the tax in respect of the supply becomes payable.

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 miscellaneous expense provisions in TP1 of the Terms of Payment: The reimbursement of the miscellaneous expenses as authorized under TP1 shall be contingent upon the submission by the Contractor of invoices supporting such expenses as applicable, and/or a Statement of Expenses which shall set out the purpose and cost of each expense incurred.

TP5 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.

APPENDIX "C"**TERMS OF PAYMENT**

TP6 For Standing Offer Agreements with miscellaneous and travel expense provisions in TP1 of the Terms of Payment: The respective allowances for miscellaneous expenses and for travel expenses are estimates only, and where the cumulative expenses incurred under one of these two allowances exhaust and thereafter exceed the stated maximum, the overage may be paid out of the balance of funds remaining in the other allowance.

Notwithstanding the foregoing, the Contractor must, in advance of the required draw against the other allowance, advise the Departmental Representative and obtain his/her concurrence that the expenses requiring this action are necessary to the conduct of the work. All such expenses must be substantiated by receipts or statement of expenses in accordance with the instructions set out herein.

TP7 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.

TP8 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%.

TP9 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.

TP10 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.

TP11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS

11.1 **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,

11.2 **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.

TP12 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS

12.1 **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.

APPENDIX "C"
TERMS OF PAYMENT

12.2 Invoicing Instructions

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

To be identified at SOA award

Department of Indian Affairs and Northern Development
Room - Street
Gatineau, Quebec K1A 0H4

12.2.2 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.

APPENDIX "D"

STATEMENT OF WORK

SW1.0 TITLE

Department of Indian Affairs and Northern Development, Northern Contaminated Sites Program – Environmental Management Services Standing Offer Agreement

SW2.0 BACKGROUND

The responsibility of the Department of Indian Affairs and Northern Development's (DIAND) Minister, to the North, as mandated by the *DIAND Act*, is met primarily through the programs and services of the Northern Affairs Organization. The Organization supports two main goals:

- i) supporting northern political and economic development through the management of federal interests; and
- ii) promoting sustainable development of the North's natural resources and northern communities.

A major component of the fulfilment of both these goals is the addressing of sites in the North, on Crown lands, which have become contaminated. A contaminated site is defined as: a site at which substances occur at concentrations (1) above background levels and pose (or are likely to pose) an immediate or long-term risk to human health or the environment, or (2) exceeding levels specified in relevant policies or regulations. Under Treasury Board's Policy on Management of Real Property (2006), all federal government departments are charged with environmental stewardship that contribute to the preservation and protection of the environment; however DIAND faces some unique challenges in the discharge of this duty.

Unlike other contaminated sites, those in the North have occurred largely as a result of private sector resource development and defence activities on federal Crown lands. In recent decades, the number of sites, their scale, and the pressures for the Department to take action has increased, due to a large number of mine and resource industry closures and abandonment.

The environment in the North also presents multiple challenges to the assessment, monitoring, and remediation of these sites. These include, but are not limited to: the uniqueness of the climate, ecology, and land composition; their remote location, and the relatively short window open for work to be conducted.

Canada's North is also home to a diverse group of peoples. Northern communities, often reliant on traditional food sources, have been identified as being particularly vulnerable to the potential negative impact of contaminated sites, on their health and safety, and the environment in which they live. The Department further recognizes the need to include Northern communities and businesses in the monitoring and remediation of contaminated sites.

Since 1991, the Northern Affairs Organization has been managing northern federal contaminated sites. Its Northern Contaminated Sites Program (NCSP) has the objective to manage these sites to mitigate the effects of contamination on both human populations and the environment. This includes a focus on environmental and human health and safety.

The operation of the NCSP is governed by DIAND's Contaminated Sites Management Policy (August 2002). Within the purview of this Program, DIAND carries out a variety of projects in the North, including environmental assessment, monitoring, and remediation.

As of July 2011, over 1000 contaminated sites in the North have been identified and require action with assessment and/or remediation. NCSP is responsible for the management of these sites, based on a classification system according to the extent of their potential or actual impact on human health and safety and the environment.

To support the initiatives of the program and due to the potentially strong negative impact these areas may pose to human and environmental well-being, the Department has recognized a need to acquire external resources and expertise to support the Program's ability to manage these sites, in a timely, effective, cost-effective and efficient manner. DIAND requires the services of resources qualified in the provision of a variety of **Environmental Management Services** within Headquarters and the Regions, to facilitate

APPENDIX "D" STATEMENT OF WORK

Departmental activity in the North.

SW3.0 OBJECTIVE

- 3.1 As articulated in its Performance Measurement Strategy, DIAND’s performance objectives for the NCSP include the following:
- to meet legal obligations and federal and departmental policy requirements regarding the management of contaminated sites;
 - to require that, where a suspected contaminated site has been identified, the site be assessed in a timely, consistent and cost-effective manner;
 - to remediate, in line with approved resource levels, all National Classification System (NCS) Class 1 contaminated sites in the North, on a priority basis, unless it can be demonstrated that for a specific site an alternative form of management is appropriate.
 - to promote the federal "polluter pay" principle.
 - to promote the social and economic benefits that may accrue to First Nations, Inuit and Northerners when carrying out activities.
 - to provide a scientifically valid, risk management based framework for setting priorities, planning, implementing and reporting on the management of contaminated sites.
- 3.2 To support DIAND in reducing the environmental, financial, and human health liability associated with high and medium risk contaminated sites, DIAND’s objective is to establish competitively awarded Standing Offer Agreements (SOAs) with professional Contractors to acquire access to qualified resources capable of providing on-going Environmental Management Services to Headquarters and the Regions in support of DIAND’s Northern Contaminated Sites Program, on an as-and-when-required basis.
- 3.3 Specific project objectives will be contained within any resulting Call-up(s).

SW4.0 ESTIMATED VALUE

- 4.1 The estimated value of all requirements under Call-up(s) to SOAs includes GST/HST, and any travel and administrative expenses.
- 4.2 The value of individual work requirements will be specified in any resulting Call-up(s).

SW5.0 DEFINITIONS AND APPLICABLE DOCUMENTS

- 5.1 The following list of terms and acronyms is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this Statement of Work.

Term/Acronym	Definition
Call-up (Contract)	Under a valid SOA, a document prepared by DIAND and issued by the DIAND Project Authority to the Contractor, through which DIAND will acquire the required services; and which will contain requirements for the provision of said services, which will be consistent with the Statement of Work, and may consist of any combination of the required services listed in SW6.0 Scope of Work.
Class 1 – Contaminated Site	<i>Action Required:</i> The available information indicates that action (e.g. further site characterization, risk management, remediation, etc.) is required to address existing concerns. Typically, Class 1 sites show a propensity to high concern for several factors, and measured or observed impacts have been documented.

APPENDIX "D"
STATEMENT OF WORK

Term/Acronym	Definition
Class 2 – Contaminated Site	<i>Action Likely Required:</i> The available information indicates that there is a high potential for adverse offsite impacts, although the threat to human health and the environment is generally not imminent. There is probably no indication of off-site contamination, however, the potential for this was rated high and therefore some action is likely required.
Contaminated Site	A site at which substances occur at concentrations (1) above background levels and pose (or are likely to pose) an immediate or long-term risk to human health or the environment, or (2) exceeding levels specified in relevant policies or regulations. Contaminated Sites include abandoned mines and military sites, including former Distant Early Warning (DEW)-Line installations.
Contractor	The qualified supplier selected pursuant to the competitive selection process eligible to be considered for any resulting Call-ups.
DIAND	Department of Aboriginal Affairs and Northern Development
Infrastructure	Refers to “hard” or “technical” infrastructure that serves to convey, channel, or transmit. It includes most forms of infrastructure such as roads, electrical, communications, water, waste sites, mining, construction infrastructure, etc.
Isolated Post	An Isolated Post designation may be given to a remote location of service, determined by geographic locality, accessibility, and/or resident population. (Refer to Part V of the Isolated Posts and Government Housing Directive (2003) for criteria determining the designation of an area as an Isolated Post at http://www.njc-cnm.gc.ca/directive/index.php?did=4&lang=eng).
NAO	Northern Affairs Organization
NCR	National Capital Region
NCSP	Northern Contaminated Sites Program
Project Authority	The Project Authority is the officer or employee of the Crown who is authorized by the Minister to perform any of the Project Authority’s functions under the SOA or any resulting Call-up(s), as described in the Articles of Agreement. The Project Authority or his/her delegate is responsible for all matters concerning the technical content of the work against the SOA or any resulting Call-up(s).
Request for Standing Offer (RFSO)	The solicitation document used to seek proposals or bids from suppliers, including without limitation information and terms and conditions set out therein or incorporated by reference, included in the Request for Standing Offer issued by DIAND.

APPENDIX "D"

STATEMENT OF WORK

Term/Acronym	Definition
Standing Offer Agreement (SOA)	An overarching agreement between DIAND and a qualified supplier to provide services on an as-and-when-required basis. An SOA does not constitute a Contract. Individual service requirements will be initiated via a Call-up document duly authorized by the DIAND Project Authority. Upon acceptance of the Call-up by the Contractor, the Call-up forms a binding Contractual commitment.

- 5.2 The operation of the NCSP is governed by DIAND's Contaminated Sites Management Policy (August 2002), available online at: <http://www.ainc-inac.gc.ca/enr/cts/pubs/manpol/manpol-eng.asp>.
- Additional information on NCSP's activities, applicable documents and related links can be found on the NCSP website: <http://www.ainc-inac.gc.ca/nth/ct/ncsp/index-eng.asp>.
- Additional information on applicable legislation, policy and guidance on Contaminated Sites can be found on the Federal Contaminated Sites website:
<http://www.federalcontaminatedsites.gc.ca/default.asp?lang=En&n=1F9527BF-1>.

SW6.0 BUSINESS AND TECHNICAL ENVIRONMENT

- 6.1 DIAND's regular operating hours in the NCR and Regional Offices are Monday to Friday, 8 a.m. to 5 p.m., local time.
- 6.2 All reports and document-based deliverables under any resultant Call-up shall be provided in a format compatible with DIAND's standard desktop processing software, currently, Microsoft Office Suite (Word, Excel, Outlook and PowerPoint) and, where applicable, MS Project.
- 6.3 Any functional, technical system and database diagrams (e.g. data flow diagrams, physical and logical data models, etc.) under any resultant Call-up shall be compatible with DIAND's standard diagramming software, Microsoft Office Visio.
- 6.4 Other required software formats will be specified in any resulting Call-up(s).

SW7.0 SCOPE OF WORK

- 7.1 In order to fulfill the requirements of the NCSP Management Plan, DIAND has determined the following two (2) service streams to be requisite for the provision of Environmental Management Services to NCSP:

Stream 1: Contaminated Sites Environmental Management Services

The Contractor shall provide:

- Environmental Management System (EMS) support services, which may include development, advice, review and related support;
- reviews or audits in accordance with the methodology employed by the Certified Environmental Auditing Association and reporting of contaminated site project proposals, plans, and performance with respect to feasibility, compliance with environmental guidelines and practices, and quality assurance and control; and
- project risk management in mitigating environmental risks.

Stream 2: Contaminated Sites Health and Safety Management Support Services

The Contractor shall provide:

- health and safety, and environmental health and safety administration including the development or review of related Health and Safety Plans, management systems, standard operating procedures, safety analysis, emergency response plans, development and

APPENDIX "D"

STATEMENT OF WORK

delivery of systems (Note that the development of systems shall be for projects led by DIAND while the reviews may be for all projects); and

- annual review and audit of Health and Safety Policy, and audits and reporting on the Health and Safety Management System and/or Site Specific Environment, Health and Safety Plans at the site-specific level, in accordance with the methodology employed by the Auditing Association of Canada.

The Contractor shall provide the following services, in each of the identified streams, on an as-and-when-required basis as detailed in the Call-up signed by the Contracting Authority:

7.2 Systems Support

- 7.2.1 Develop, and/or implement and maintain protocols and management tools necessary to achieve project results.
- 7.2.2 Develop and/or revise corporate procedures with regard to project execution.
- 7.2.3 Review contaminated site project proposals, plans, and performance with respect to feasibility, compliance with legislation, guidelines and practices, and quality assurance and control.
- 7.2.4 Develop, revise, implement, and/or adjust the implementation of Environmental Management Systems.
- 7.2.5 Prepare briefing materials and decision support documentation.
- 7.2.6 Facilitate meetings on NCSP and individual project issues.
- 7.2.7 Provide advice and support on project-level stakeholder or community engagement and consultation strategies.
- 7.2.8 Provide facilitation and knowledge transfer services to NCSP employees to improve the understanding of the project's procedures, management systems, objectives and initiatives.
- 7.2.9 Provide expertise related to ISO 14001.
- 7.2.10 Provide expertise related to ISO 18001.
- 7.2.11 Provide Regulatory capacity and advisory services.
- 7.2.12 Provide other related Systems Support.

7.3 Risk Management and Strategic Advice

- 7.3.1 Identify, assess, and facilitate the NCSP to manage and mitigate risks associated with NCSP projects, in alignment with broader Departmental and GoC-wide Risk Management approaches.
- 7.3.2 In consultation with NCSP stakeholders, identify risks and strategic issues, establishment of frameworks, and facilitation of collaborative management.
- 7.3.3 Conduct internal and external scans aimed at furthering understanding of the project and its context in order to identify factors that could significantly influence the design or modification of Risk Management approaches and processes.
- 7.3.4 Support the development and maintenance of Risk Registers for specified projects overall, or project-specific processes.
- 7.3.5 Confirm, validate and assess the project's risk tolerance; including accounting for evolving conditions in its internal and external environments.
- 7.3.6 Conduct issue-specific Risk Identification, Assessment and Analysis.
- 7.3.7 Provide guidance on appropriate resource allocation to Risk Management activities and risk responses aimed at an effective level of response while balancing appropriate use of fiscal resources.

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- 7.3.8 Develop and provide advice and support in issue-specific Risk Responses and Risk Communication activities, including establishment of context appropriate monitoring regimes.
- 7.3.9 Provide expertise related to ISO 31000.
- 7.3.10 Provide other environmental and health and safety Risk Management and Strategic Advice at the project level.

7.4 Assurance

- 7.4.1 Provide quality assurance and/or quality control in relation to a specific project and/or program.
- 7.4.2 Design, develop and/or conduct Environmental and/or Health and Safety audits for compliance and/or due diligence, taking into account the context of site operations.
- 7.4.3 Audit and report on the design and functioning of the management systems in place, and/or compliance with regulatory and other requirements.
- 7.4.4 Provide operational site inspection services to identify potential health and safety hazards, environmental health and safety hazards, potentially unsafe practices, non-compliances with Authorities Having Jurisdiction and/or codes applicable to NCSP sites, and any related issues that have not been adequately addressed within site contractors' or consultants' plans.
- 7.4.5 Provide expertise related to ISO 19011.
- 7.4.6 Provide other related services supporting environmental and health and safety Assurance.

7.5 Optional Service Categories

In addition to the provision of qualified resources capable of providing on-going Environmental Management Services identified above, the following Optional Service Categories represent fields of functional and technical expertise required by DIAND in support of the NCSP.

The Contractor, subject to its capabilities and expertise, as identified in its Proposal as accepted by DIAND, shall provide services in one (1) or more of the following optional categories on an as-and-when-required basis as detailed in the Call-up signed by the Contracting Authority:

- 7.5.1 Socio-economic impact assessments – identify and scope social and economic issues to demonstrate the potential impact of a project's environmental activities on traditional lifestyles, employment opportunities or a community's well-being.
- 7.5.2 Training – Design, development and/or delivery of training courses and materials to NCSP resources on Environmental Management, Environmental Health and Safety, or Health and Safety.
- 7.5.3 Community Consultation and Stakeholder Engagement – on behalf of the NCSP, plan, assist, participate and/or carry out consultations with Aboriginal Communities that may be impacted by a particular project, and/or may have valuable input into the project process or outcomes; Plan, assist, participate and/or carry out engagement activities with internal and/or external project stakeholders.
- 7.5.4 Multijurisdictional Land Use and Permits Expertise – Many NCSP sites are multi-jurisdictional and may require permits, licences, plans and consultations with a City/municipality/county, First Nations, Territorial Governments, as well as regulatory bodies such as water boards, land use boards, and other special regulatory agencies.

Many land use activities or projects carried out in the North require a permit, license or authorization before proceeding. In addition, activities may require an environmental assessment before a decision to issue a land use permit can be made. Different levels of approval may apply to any given project, depending in part on which landowners will be affected by land use activities (e.g. Crown land managed by AANDC, Aboriginal lands, or private land). Activities cannot commence until all land-owners have given their consent and all required authorizations have been obtained.

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As indicated in its proposal, the Contractor shall provide expertise and management support in permit, licence, plans or consultations processes and other related activities in support of the above.

- 7.5.5 Certified Industrial Hygienist – identify potential human health safety and environmental risks, including (where required) testing and analysis, advice, recommendations and recommended measures to effectively eliminate or reduce these risks from the workplace (including NCSP sites). Provide related advice and subject matter expertise to NCSP to support project and worker safety.

SW8.0 DELIVERABLES

- 8.1 Due to the unique nature of each contaminated site dealt with under NCSP's mandate, deliverables will be specified within each Call-up to the SOA. However, the Contractor may expect to submit to the Project Authority any combination of the work described in the Scope of Work (SW7.0). The scope of work attached to each Call-up shall identify the particular deliverable(s), tasks, and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services.
- 8.2 All work shall be completed in conformity with the instructions issued by the DIAND Project Authority, and in accordance with the Performance Standards as described in SW10.0. In addition, the Contractor shall provide written progress/status reports relating to the delivery of specific services and the completion of assigned tasks (Refer to SW11.0 Reporting).

SW9.0 RESOURCE REQUIREMENTS

9.1 Resource Categories

- 9.1.1 The following four (4) categories of Contractor resources will be **required** in the provision of services related to the SOA:
- A. Principal Consultant;
 - B. Senior Consultant/Specialist;
 - C. Consultant; and
 - D. Administration.

The following two (2) categories of Contractor resources are **optional**, subject to the Contractor's capacity to provide services in any of the Optional Service Categories (SW7.5 above):

Senior Consultant – Optional Service Category

Junior Consultant – Optional Service Category

- 9.1.2 Refer to Qualification Standards identified in SW18 of this SOW for a description of the minimum qualifications associated with each of these resource categories.

9.2 Call-up Requirements

- 9.2.1 Various quantities of resources will be required within Call-ups issued by DIAND. Contractors shall be required to provide one (1) or more qualified resource(s) from its Resource List, within, one (1), some or all of the Resource Categories identified in section 9.1 above, within a single Call-up. The number of resources required from within each of the identified Resource Categories will be specified in any resulting Call-up(s).
- 9.2.2 It is the Contractor's responsibility to ensure that all resources provided meet or exceed the Qualification Standards for the Category in which they are provided, as identified in SW18 of this SOW.
- 9.2.3 The Contractor shall provide the services of the resource(s) named in the Call-up, as accepted by DIAND, to perform the work.

SW10.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE

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- 10.1 The Contractor shall possess or ensure the provision of content knowledge appropriate for the Environmental Management Services described herein and in any resultant Call-up(s), and shall continuously strive to improve their methodological and practice skills.
- 10.2 In providing Environmental Management Services as described herein, the Contractor shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:
- 10.2.1 Efficient time management is of utmost importance to DIAND's Environmental Management Services. At the issuance of each Call-up, DIAND will establish with the Contractor a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of the Call-up. The Contractor shall deliver the services by the deadlines established by the Project Authority, as specified within the Call-up. Every effort shall be made by DIAND to provide the Contractor with reasonable deadlines.
- 10.2.2 In addition to the requirement for Contractor Performance, there is an inherent Quality Assurance Standard associated with any resultant Call-ups. The Contractor shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.
- 10.2.3 The Contractor shall also guarantee the performance of all work under the SOA is undertaken in accordance with the code of ethics of the Certified Environmental Auditing Association and Auditing Association of Canada.
- 10.3 All deliverables rendered under any resultant Call-ups are subject to inspection by the Project Authority or a designated representative. The Project Authority reserves the right to verify the accuracy of all deliverables.
- 10.4 In the event that the Contractor fails to comply with the conditions of the Call-up, and as identified in DIAND's review of the Contractor's work, DIAND reserves the right to terminate the Call-up and award a Call-up to another qualified Contractor in order to complete the work, in accordance with Appendix "A" - General Conditions.
- 10.5 The management by the Contractor of service delivery to DIAND in relation to any resultant Call-ups shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.
- 10.6 The Contractor shall ensure that all resources deployed in the provision of services under any resultant Call-up(s), including any and all sub-contractors, are properly trained and qualified to fulfill their responsibilities. In addition, the Contractor shall ensure that all deployed resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.
- 10.7 It is the responsibility of the Contractor to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and any resultant Call-up(s), and in accordance with the *Code of Conduct for Procurement* (<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html>). It is also the responsibility of the Contractor to ensure the conduct and performance of its deployed resources are in accordance with the same.

SW11.0 REPORTING REQUIREMENTS

- 11.1 As specified in the Call-up(s), the Contractor shall provide regular status reports and various ad hoc oral status updates to the DIAND Project Authority in relation to any and all Call-up(s) issued to the Contractor.
- 11.2 It is the responsibility of the Contractor to facilitate and maintain regular communication with the DIAND Project Authority. In addition, the Contractor is to immediately notify the DIAND Project Authority of any issues, problems, or areas of concern in relation to any work completed under the Call-up as they arise.
- 11.3 Additional reporting requirements will be specified in any resulting Call-up(s).

SW12.0 RISKS AND CONSTRAINTS

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- 12.1 Work conducted under the SOA may require the Contractor and/or the Contractor's deployed resources to visit identified or suspected Contaminated Sites. It is the responsibility of the Contractor to consider any and all risks to health, safety, and welfare, which may be incurred in the completion of work under the SOA, as a result of visitation to Contaminated Sites.
- 12.2 DIAND also recognizes that work under the SOA may involve visits to remote locations. These are defined under "Isolated Post" in SW5.0 Definitions. As outlined in the Isolated Posts and Government Housing Directive (2003), visits in these areas may result in changes in climate, cost of living, service provision and accessibility, and other unforeseen changes in condition from the Contractor's and/or the Contractor's deployed resources' initial location and residence.
- 12.3 DIAND is not responsible to recompense for personal or property injury to the Contractor or the Contractor's deployed resources, while acting in an official capacity, throughout the duration of the SOA.
- 12.4 Due to any perceived or real conflict of interest, any Contractor having done a preliminary assessment or other related activities for a particular site as previous work or work conducted under this SOA may not be eligible to review, audit or implement that work under any future Call-up or solicitation related to the site. DIAND has determined that any such decision will be made on a case-by-case basis.

SW13.0 CONTRACTOR RESPONSIBILITIES

In fulfilling the terms and conditions of any resultant Call-up(s), the Contractor shall:

- 13.1 Provide a mutually agreed-upon principal contact person for each Call-up, who shall be actively involved in, and responsible for, all activities undertaken;
- 13.2 Confirm with the DIAND Project Authority, in writing, the receipt and successful completion of all Call-up requests;
- 13.3 Work in conjunction and close contact with DIAND personnel and other Contractors, and ensure that DIAND personnel are acquiring appropriate expertise and knowledge transfer from the Contractor;
- 13.4 Complete assigned work according to pre-defined schedules and standards, as outlined in each Call-up;
- 13.5 Provide Quality Assurance monitoring on all deliverables; and
- 13.6 As required, liaise with the DIAND Project Authority for meetings, project reviews and other related project management activities.

SW14.0 GOVERNMENT REPRESENTATIVE AND SUPPORT

- 14.1 DIAND's Contracting Authority will provide the Contractor with the Call-up documents, which will contain at a minimum, a description of the requirement, and the specific Resource Categories required to complete the project.
- 14.2 The DIAND Project Authority will be named in individual Call-up(s) documents. Alternative representatives will be made available in the event that the named DIAND Project Authority is not available.
- 14.3 DIAND will provide the following to the Contractor, as required for the completion of the work under this SOA, and any Call-up(s) there under:
- 14.3.1 A "Letter of Introduction" for presentation to departmental staff and/or other parties in order to:
- i) Identify themselves as a Contractor authorized to provide services on behalf of the Department; and
 - ii) Gain access to and/or collect information, and/or to conduct discussions regarding any contract work being conducted on behalf of the Department;
- 14.3.2 Permission for the Contractor to be on DIAND premises to review departmental files and records which cannot be removed from the office;

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STATEMENT OF WORK

- 14.3.3 Access to research databases and appropriate Departmental personnel and subject matter experts from within the organization to discuss and provide content material;
- 14.3.4 Review of reports/submissions and the provision of comments/suggested revisions, in a timely manner; and
- 14.3.5 Any other information, data and/or assistance, which is not readily available to the Contractor, and is required to complete the tasks and deliverables described in a Call-up(s).
- 14.4 DIAND will monitor the Contractor’s on-going service levels by conducting review meetings with the Contractor on an as-and-when-required basis, to monitor progress, as well as to exchange information relevant to chronic problem areas, action plans, and pending planning activity.

SW15.0 LOCATION OF WORK AND TRAVEL

- 15.1 It is anticipated that the majority of work will take place at the NCSP’s headquarters in Gatineau, Quebec in the National Capital Region, with some work at the Contractor’s place of business.
- 15.2 Notwithstanding the above, DIAND anticipates some on-site work at NCSP’s regional offices and/or visits to related contaminated sites or nearby centers. In the event of delivery to a Regional office, Call-ups may request specific approaches to incorporation of Aboriginal Opportunity considerations (e.g. training, capacity building, contract, and supply/service opportunities) for the particular work package.
- 15.3 It is not a requirement that the Contractor possess a site facility within the NCR, however, the Contractor must be available to meet at DIAND’s NCR facilities, as required.
- 15.4 Should any Contractor travel to NCSP’s regional offices, a particular site in the North and/or anywhere else in Canada be required, as specified under any resulting Call-up, all costs will be reimbursed in accordance with the Treasury Board Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>). All Contractor travel must be authorized in advance by the Project Authority.
- 15.5 **Comprehensive Land Claims Agreements**
 - 15.5.1 Some of the locations at which the Contractor may be required to work are within areas covered by Comprehensive Land Claims Agreements (CLCAs). These include, but are not necessarily limited to:

Location	Related Land Claim(s)
Nunavut	Nunavut Land Claims Agreement
Northwest Territories	T’licho Agreement Inuvialuit Final Agreement Sahtu Dene and Metis Comprehensive Land Claim Agreement
Yukon	<i>Several agreements pursuant to the Yukon Umbrella Final Agreement, and others; these include but are not limited to:</i> Gwich’in Comprehensive Land Claim Agreement Vuntut Gwitchin First Nation Final Agreement First Nation of Nacho Nyak Dun Final Agreement Trondek Hwech’in Final Agreement Selkirk First Nation Final Agreement Kluane First Nation Final Agreement Little Salmon/Carmacks First Nation Final Agreement Champagne and Aishihik First Nation Final Agreement

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15.5.2 Any specific CLCA(s) applicable to any resultant Call-up(s), and any requirements with regard to the Contractor’s work related to applicable CLCA(s), will be identified in the applicable Call-up(s).

SW16.0 LANGUAGE OF WORK

- 16.1 As a Department of the federal government, DIAND is required under the *Official Languages Act* to provide its services in either Official Language of Canada.
- 16.2 The language of work and the language of Deliverables will be specified in any resultant Call-up(s). It is anticipated that the majority of work shall be conducted and completed in English.

SW17.0 GREEN PROCUREMENT AND SERVICES

17.1 The Contractor shall ensure, where possible, that all materiel employed and work methods utilized by both the Contractor and its deployed resources shall accommodate DIAND’s commitment to the GoC’s Green Procurement Strategy (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

SW18.0 CALL-UP PROCEDURES

- 18.1 Call-ups for the delivery of Environmental Management Services will be awarded by DIAND to the Contractor(s) who, in DIAND’s exclusive determination, best can render the requirements, based on availability of the Contractor to undertake the work, expertise related to a particular site contaminant or characteristic, and the absence of Conflict of Interest on the part of the Contractor in relation to the site.
- 18.2 DIAND reserves the right to refuse the awarding of Call-up(s) to one (1) or more Contractor(s) whose work and/or deliverables are deemed by DIAND to be inconsistent with the Performance Standards articulated in SW10.0.
- 18.3 For each Call-up, the DIAND Project Authority will provide the Contractor with details of the work activities to be performed, the Resource Categories required, the deliverables to be submitted within the scope of the Call-up, and the required completion date(s).
- 18.4 The named resource(s) within the Contractor’s Call-up Proposal as accepted by DIAND shall be available to provide services under the Call-up.
- 18.5 The total cost for the services required under the Call-up shall be established by utilizing the applicable rate(s) established within the SOA.
- 18.6 Upon agreement of the total cost for any given project or assignment, the Contractor will be authorized by the DIAND Project Authority to proceed with the work by issuance of a signed Call-up document.
- 18.7 It is understood and agreed that the Contractor shall not commence work until authorized in writing by a signed Call-up issued by the DIAND Contracting Authority or his/her delegate.

Proposed resources MUST meet ALL of the minimum qualifications of the resource category for which they are proposed.

SW9.1.1 Resource Categories	Minimum Qualifications/Requirements
<p>Principal Consultant <i>At least one (1) required</i></p>	<p>A. B.E.Sc or B.Env.Eng or higher in a related discipline or Bachelors degree in a related field and ten (10) years of work experience in the provision of Environmental Management Services OR Bachelors degree in an unrelated field and fifteen (15) years of work experience in the provision of Environmental Management Services, as described in the Statement of Work for either stream of work (see SW7.1). Demonstrated experience in a Canadian Public Sector context, of the</p>

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SW9.1.1 Resource Categories	Minimum Qualifications/Requirements	
	following areas: i) Strategic planning with regard to Contaminated sites or a similar field; ii) Environmental Audits or Health and Safety Audits a. This experience must include either systems or legal/policy audits; iii) Project management, as related to all three (3) of: project organization, project implementation, and development of procedures or policies; iv) Working in the North or projects related to the North (i.e. in a permafrost environment). B) Expertise in either (a or b) below in the Environmental Management field or Health and Safety field: i) plan/policy advice or review; or ii) risk management.	
<p>Senior Consultant/ Specialist <i>At least two (2) required, with at least one (1) qualified resource required in both Streams</i> <i>This requirement may be met by:</i> <i>a) one (1) qualified resource in each Stream with each resource demonstrating the required experience and Certification for the Stream [for a total of two (2) resources], or;</i> <i>b) one resource qualified (1) in both Streams demonstrating a minimum of five (5) years experience in each Stream and both required Certifications and one (1) additional qualified resource demonstrating the required experience in one of the Streams with or without the required Certification [for a total of two (2) resources].</i></p>	<p>A. B.E.Sc or B.Env.Eng or B.Sc or higher in a related discipline and five (5) years of work experience in the provision of Environmental Management Services OR BA or Bachelors degree in an unrelated field and seven (7) years of work experience in the provision of Services, as described in the Statement of Work.</p> <p>B. At least one (1) of the Senior Consultant/Specialist resource(s) proposed in each Stream MUST also possess a valid Certification in that Work Stream, as follows:</p>	
	<p>Stream 1 Environmental Management Services</p>	<p>Stream 2 Health and Safety Management Support Services</p>
	<p>One (1) Resource MUST be a Certified Environmental Auditor (CEA) or a Certified Environmental Management Systems Lead Auditor with the Canadian Environmental Auditing Association (CEAA), or international equivalent, as determined by DIAND.*</p>	<p>One (1) Resource MUST be a Certified Health and Safety Professional (e.g. Canadian Registered Safety Professional (CRSP), Certified Construction Safety Officer, or Certified Health and Safety Management System Auditor with the Auditing Association of Canada (CHSMSA) or international equivalent, as determined by DIAND.*</p>
<p><i>*For evidence of a valid certification, physical evidence MUST be provided in the form of a photocopy of a certificate or a traceable certificate number.</i></p>		

APPENDIX "D"
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SW9.1.1 Resource Categories	Minimum Qualifications/Requirements
<p>Consultant <i>At least two (2) required</i></p>	<p>A. Bachelors degree in a scientific, environmental or related discipline and three (3) years experience in the provision of Environmental Management Services related to either Stream of Work (see SW7.1).</p>
<p>Administration <i>This role includes the following types of tasks: serving as the information and communication manager for projects; assembling materials; planning and scheduling meetings and appointments; organizing and maintaining paper and electronic files; conducting research; and handling travel and guest arrangements.</i></p>	<p>A. A minimum of two (2) years of work experience in management of contractual arrangements on behalf of a company with Canadian federal government clients. <i>Management of contractual arrangements includes submission of work proposals and any amendments in response to client requirements, receipt, processing and administration of work requests from clients on behalf of the company, administration of and related tasks.</i></p> <p>B. A minimum of three (3) years of work experience, acquired within the past ten (10) years, in the provision of day-to-day administrative support/clerical services.</p>
<p>At least one (1) of the proposed resources MUST have experience working with practices and processes related to the management of Contaminated Sites by a federal government department.</p>	
SW9.1.2 Resource Categories	Minimum Qualifications/Requirements
<p>Senior Consultant – Optional Service Category</p>	<p>A minimum of five (5) years demonstrated work experience acquired in the past ten (10) years relevant to the Optional Service Category for which he/she is proposed; or an acceptable equivalent of education, training and/or work experience.</p>
<p>Junior Consultant – Optional Service Category</p>	<p>A minimum of two (2) years demonstrated work experience acquired in the past five (5) years relevant to the Optional Service Category for which he/she is proposed; or an acceptable equivalent of education, training and/or work experience.</p>
<p>For resources proposed in Optional Service Category – Certified Industrial Hygienist (CIH), the resource MUST possess a valid CIH designation. <i>For evidence of a valid certification, physical evidence MUST be provided in the form of a photocopy of a certificate or a traceable certificate number.</i></p>	

For evidence of any claimed degree or diploma, physical evidence MUST be provided in the form of a photocopy of a certificate or a traceable certificate number. In the event a copy of a degree/diploma is not readily available, an official letter from the conferring institution or a copy of a related transcript indicating the Resource has completed the related degree will be acceptable. In the event no acceptable evidence is provided, the Resource for which it applies will not be considered qualified under the SOA.

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SW19.0 CONTRACTOR'S PROPOSAL

- 19.1 The Contractor's proposal, dated (**to be identified at SOA award**), insofar as it is not at variance with anything contained in the Standing Offer Agreement document, shall apply to and form part of the Standing Offer Agreement.

SW20.0 DURATION

- 20.1 The duration of the Standing Offer Agreement is expected to be from the beginning of April 2014 to March 31, 2017.

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.

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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.*

APPENDIX "F" SECURITY REQUIREMENT CHECKLIST



Contract Number / Numéro du contrat 20-13-6013 Security Classification / Classification de sécurité
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Sc

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

1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région NAONRE/NCSP/HQ	2. Contract type / Type de contrat Non-Competitive / non-compétitif <input type="checkbox"/> Competitive / compétitif <input checked="" type="checkbox"/> Type :																																																														
3. Brief Description of Work / Brève description du travail For the provision of Environmental Management Services and Contaminated Sites Health and Safety Management Support Services																																																															
4. Contract amount / Montant du contrat 2,000,000 \$	6. Company name and address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :																																																														
5. Contract Start and End date / Date de début et de fin du contrat April 1 2014 to / au 1 Avril 2017																																																															
7. Will the supplier require / Le fournisseur aura-t-il :																																																															
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS ?	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui																																																														
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC ?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																														
7.3 access to the departmental computer network? accès au réseau informatique du Ministère ?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																														
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)																																																															
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS																																																															
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir/entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS ?																																																															
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																															
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)																																																															
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles ?																																																															
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																															
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du ministère ou avec d'autres parties ?																																																															
a) Email transmission / Transmission par courrier électronique:	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																														
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc):	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																														
9.3 Will the supplier be required to safeguard COMSEC* information or assets? Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC* ?																																																															
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																															
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone)/ Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télocopieur sécurisé)																																																															
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF																																																															
<table border="1" style="width: 100%; border-collapse: collapse; font-size: x-small;"> <thead> <tr> <th rowspan="2">Category / Catégorie</th> <th rowspan="2">Please refer to question: / Veuillez vous référer à la question :</th> <th colspan="3">PROTECTED / PROTÉGÉ</th> <th colspan="3">CLASSIFIED / CLASSIFIÉ</th> </tr> <tr> <th>A</th> <th>B</th> <th>C</th> <th>CONFIDENTIAL / CONFIDENTIEL</th> <th>SECRET</th> <th>TOP SECRET / TRÈS SECRET</th> </tr> </thead> <tbody> <tr> <td>Information / Assets (on site) / Renseignements/biens (sur place)</td> <td>7.1</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Information / Assets (off site) / Renseignements/biens (extérieur)</td> <td>8</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>IT Information / Assets (off site) / Renseignements/biens TI (extérieur)</td> <td>9.1</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>IT Transmission - e-mail / Transmission TI - courriel</td> <td>9.2 a)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>IT Transmission - other / Transmission TI - autre</td> <td>9.2 b)</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>COMSEC</td> <td>9.3</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		Category / Catégorie	Please refer to question: / Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	Information / Assets (on site) / Renseignements/biens (sur place)	7.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Information / Assets (off site) / Renseignements/biens (extérieur)	8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IT Information / Assets (off site) / Renseignements/biens TI (extérieur)	9.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IT Transmission - e-mail / Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	IT Transmission - other / Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																								
11.1 Personnel Security Screening Level Required: / Niveau d'enquête de la sécurité du personnel requis :																																																															
<input type="checkbox"/> N/A / Non requis <input checked="" type="checkbox"/> Reliability / Fiabilité <input type="checkbox"/> Confidential / Confidential <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret / Très secret																																																															
11.2 May unscrined personnel be used for portions of work? / Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail ?																																																															
<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui <input type="checkbox"/> N/A / Non requis																																																															
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?																																																															
<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui																																																															

APPENDIX "F"
SECURITY REQUIREMENT CHECKLIST

Aboriginal Affairs and Northern Development Canada / Affaires autochtones et Développement du Nord Canada

20-13-6013
Security Classification / Classification **Canada**

13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Joanna Ankersmit LOU SPAGNUOLO		Title - Titre Director, NCSP	
Signature <i>[Signature]</i>		Date 11/18/13	
Telephone No. - N° de téléphone 819-997-7247	Facsimile No. - N° de télécopieur 819-934-9229	E-mail address - Adresse courriel Joanna.ankersmit@sandc.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Janette Meiner		Title - Titre Contracting Security Officer	
Signature <i>[Signature]</i>		Date DEC 12 2013	
E-mail address - Adresse courriel janette.meiner@ainc-inac.gc.ca		Office: (819) 953-6873 Fax: (819) 994-6774	
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? <input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui			
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées) Celine Vener		Title - Titre Senior Proc. Officer	
Signature <i>[Signature]</i>		Date Dec 10, 2013	
Telephone No. - N° de téléphone 819-934-7304	Facsimile No. - N° de télécopieur 819-953-7830	E-mail address - Adresse courriel Celine.Vener@adn.gc.ca	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées) Josée Guilbault		Title - Titre Head Personal Security Contractor and Awards	
Signature <i>[Signature]</i>		Date DEC 12 2013	
E-mail address - Adresse courriel josee.guilbault@ainc-inac.gc.ca		Office: (819) 953-3730 Fax: (819) 994-6774	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

**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;
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;

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

**ANNEX “B”
PROPOSAL SUBMISSION FORMS**

Proposal Submission Forms – Mandatory Requirements

Table M2 – Core Team and Additional Capacity

To respond to **Mandatory Requirement M2**, Bidders **MUST** provide a list of its resources in the following format. Bidders may add more rows to submit their response. The minimum stream and resource category requirements are included below. Note that a single can be provided for work under both streams, provided they meet the minimum requirements for both streams. See in particular the note at M2.1.1 above regarding the Senior Consultant/Specialist category. In addition, experience **MUST** be substantiated with dates.

#	Name	Stream	Category	Certification/ Degree/ Diploma	Years experience in field	Specializations	Cross Reference to Proposal Section / CV
<i>e.g. 1</i>	<i>Jane Doe</i>	<i>N/A</i>	<i>Senior Consultant</i>	<i>CEA, CHSMSA</i>	<i>Five (5) in Stream 1 – EMS 01/2003 – 01/2008 Five (5) in Stream 2 – H&S - 02/2008- present</i>	<i>Environmental Audit and Health and Safety Audit.</i>	<i>Pages 5-9 See copy of CEA and CHSMSA in Appendix 1</i>
		N/A	Principal Consultant				
		Indicate Stream 1 EMS or Stream 2 H&S (or both)	Senior Consultant / Specialist				
		Indicate Stream 1 EMS or Stream 2 H&S	Senior Consultant / Specialist				

**ANNEX “B”
PROPOSAL SUBMISSION FORMS**

		(or both)					
		N/A	Consultant				
		N/A	Consultant				
		N/A	Administration				

**ANNEX “B”
PROPOSAL SUBMISSION FORMS**

Proposal Submission Forms – Point-Rated Criteria

Table R1 Summary of Experience

To respond to **Point-Rated Criteria R1**, Bidders are to provide a summary of Project information in the following format. Project summaries for each Project referenced in this Table **MUST** be provided using the Project Summary Submission Forms herein.

Required Services from SOW (SW7.2 – SW7.4)	Subject Area	Relevance of the referenced project to NCSP’s requirements as described in the RFP	Named Resource(s) engaged on the project	Project Summary Reference(s) (Proposal tab/page/paragraph)
SOW 7.2 Systems Support	a) Experience with ISO 14001 or ISO 18001			
	b) Development of Environmental Management Systems (EMS) OR Implementation of Environmental Management Systems (EMS)			
SOW 7.3 Risk Management and Strategic Advice	c) Experience with ISO 31000			
	d) Development of Risk Registers and project-specific risk assessment workshops.			
SOW 7.4 Assurance	e) Conduct of Environment AND Health and Safety Audits*.			

**ANNEX “B”
PROPOSAL SUBMISSION FORMS**

	f) Quality Assurance / Quality Control on Environment AND Health and Safety programs*			
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**Note that points will only be awarded for conduct of BOTH environment AND health and safety audit (factor e) and for conduct of QA/QC on BOTH environment AND health and safety programs (factor f).*

**ANNEX “B”
PROPOSAL SUBMISSION FORMS**

Proposal Submission Forms – Project Summaries

Use one (1) form for each project submitted. The following form **MUST** be used for Bidder-level Projects submitted in response to **Mandatory Requirement M3**, and for Core Team-level Projects submitted under **Point-Rated Criterion R1**. Bidders may add additional rows and detail as necessary, however Forms submitted **should** contain at least the information required in the Table below. [Note there are minimum requirements for Project information contained in Mandatory Requirement M3 item 3.4].

For Bidder-level Projects submitted in response to **Mandatory Requirement M3**, the Bidder **MUST** forward the Project Summary information to each refereeing client project authority, for completion of the Project Reference. The completed forms, duly signed by the referee **MUST** be submitted as part of the Bidder's Proposal (in the event the Bidder cannot obtain an original signature from the referee, a faxed or scanned copy of the Reference duly signed by the Referee and included within the Bidder's Proposal is acceptable).

The Bidder **MUST NOT** sign reference forms on behalf of the referee.

Bidder (M3) OR Resource (R1) Name:
Project Name:
SOW Area addressed by this Project:
Did the Bidder participate in this project? If yes, was this as a: (<input type="checkbox"/>) Prime Contractor OR (<input type="checkbox"/>) Sub-Contractor Note: if Sub-Contractor – indicate the Name of the Firm holding the Contract with the Client:
Project Description:

**ANNEX “B”
PROPOSAL SUBMISSION FORMS**

Bidder (M3) OR Resource (R1) Name:
Project Name:
SOW Area addressed by this Project:
<p>Service Description:</p> <ul style="list-style-type: none"> • Describe the services delivered during the project, and percentage of overall work carried out by the Bidder / resource relative to the total project value:
<p>Client Description:</p> <ul style="list-style-type: none"> • Provide the name and address of the client organization and a description of the client’s environment and requirements:
<p>Project Relevance to Environmental Management Services to DIAND:</p> <ul style="list-style-type: none"> • Describe the relevance of the project's scope to DIAND’s requirements (see sections 7.1-7.4 of the Statement of Work) regarding the type and extent activities covered by the project, including identification of which activities were provided directly by the Bidder / Resource and which were sub-contracted or provided via other means (as applicable):

**ANNEX “B”
PROPOSAL SUBMISSION FORMS**

Bidder (M3) OR Resource (R1) Name:	
Project Name:	
SOW Area addressed by this Project:	
Project Start Date (Mo/Yr):	Project Completion Date (Mo/Yr):
Resource Level of Effort (in days) (completed in the last 5 years):	
Project Dollar Value \$CAD (to the Bidder) (for work completed in the last 5 years):	
Project Dollar Value \$CAD (to the Client):	
Project Capital Budget \$CAD (if applicable):	
Proposed Resources Engaged:	
Proposed Principal Consultant or Senior Consultant/Specialist Engaged on this Project: (<input type="checkbox"/>) Yes OR (<input type="checkbox"/>) No	
Note: if Principal Consultant or Senior Consultant/Specialist was engaged – indicate the Name of the Consultant:	
Result/Outcome of the Project:	
<ul style="list-style-type: none"> • Describe the result or outcome of the project given your involvement, together with the extent to which the project work undertaken was completed on-time, on-budget, and in accordance with established project goals [For projects currently on-going, the Bidder is to provide evidence of these factors in relation to phases of the project which have been completed] 	
Client Project Authority's Name and contact information (phone, fax or e-mail):	
Mandatory Requirement (M3) Project Reference	
<p>Note to Bidders: For Mandatory Requirement M3 (Bidder Projects) this section of the form MUST be completed by each referee providing the reference and returned with your Proposal submission. DIAND reserves the right to contact the named client project authorities for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Proposal. Should DIAND choose to contact the project authorities and should one (1) or more named client project authorities provide a negative reference regarding the <u>accuracy or veracity</u> of the Bidder's Proposal, the Proposal will be deemed non-compliant and given no further consideration.</p>	
Name of Firm that worked on and invoiced the Project	

ANNEX "B"
PROPOSAL SUBMISSION FORMS

Bidder (M3) OR Resource (R1) Name:
Project Name:
SOW Area addressed by this Project:
1. Did the Bidder meet the following critical factors? a) Completed work on the Project on time: <input type="checkbox"/> Yes OR <input type="checkbox"/> No b) Stayed within Budget: <input type="checkbox"/> Yes OR <input type="checkbox"/> No c) Met all the project objectives: <input type="checkbox"/> Yes OR <input type="checkbox"/> No d) Bidder complied with the terms of the Statement of Work/Contract? <input type="checkbox"/> Yes OR <input type="checkbox"/> No Please expand on your responses: _____ _____ _____ _____
2. a) Was the Bidder primarily responsible for the completion of the Project? <input type="checkbox"/> Yes OR <input type="checkbox"/> No 2. b) Was the Bidder primarily responsible for directly managing the Project? <input type="checkbox"/> Yes OR <input type="checkbox"/> No 2. c) What were the strengths and weaknesses of the Bidder's personnel? Please expand on your responses: _____ _____ _____ _____
3. Please respond Yes or No to each of the following: a) Bidder provided personnel on time to begin the project? <input type="checkbox"/> Yes OR <input type="checkbox"/> No b) Bidder initially proposed qualified personnel? <input type="checkbox"/> Yes OR <input type="checkbox"/> No c) Bidder provided continuity of assigned personnel for the duration of the project? <input type="checkbox"/> Yes OR <input type="checkbox"/> No Please expand on your responses: _____ _____ _____ _____

ANNEX "B"
PROPOSAL SUBMISSION FORMS

Bidder (M3) OR Resource (R1) Name:
Project Name:
SOW Area addressed by this Project:
4. Would you retain the services of this Bidder again? () Yes OR () No Please expand on your responses: _____ _____ _____ _____
5. As the "Referee" providing this reference, I have read the Project Summary attached to this Reference form, and agree with the description of the work conducted by the Bidder for the project. () Yes OR () No Please expand on your responses: _____ _____ _____ _____
6. Please complete and sign the following: Name of Organization _____ Name _____ Title _____ Telephone _____ Fax Number / E-mail _____ Signature _____ Date _____

ANNEX “C”
GOVERNMENT SUPPORT FOR ABORIGINAL ECONOMIC DEVELOPMENT
THROUGH FEDERAL PROCUREMENT

REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

Who is eligible?

An Aboriginal business, which can be:

- a band as defined by the *Indian Act*
- a sole proprietorship
- a limited company
- a co-operative
- a partnership
- a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

Are there any other requirements attached to bidders in the Set-Aside Program for Aboriginal Business? – Yes, three:

- In respect of a contract, (goods, service or construction), on which a bidder is making a proposal which involves subcontracting, the bidder must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. *Value of the work performed* is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the bidder must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- The bidder's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the bidder with information, substantiating its compliance with the Program, and authorize the bidder to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the bidder to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- As part of its bid, the bidder must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business (certification) stating that it:
 - i) meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - ii) will, upon request, provide evidence that it meets the eligibility criteria;
 - iii) is willing to be audited regarding the certification; and
 - iv) acknowledges that if it is found NOT to meet the eligibility criteria, the bidder shall be subject to one or more of the civil consequences set out in the certification and the contract.

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How must the business prove that it meets the requirements?

It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.

The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback, disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.

What evidence may be required from the business?**Ownership and control**

Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.

Ownership of an Aboriginal business refers to "beneficial ownership" i.e. who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See **Error! Reference source not found.** Appendix "A" for a list of the factors which may be considered by Canada.)

Employment and employees

Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least thirty-three percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed *Owner/Employee Certification* form for each full-time employee who is Aboriginal. (See, Appendix "B")

Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Revenue Canada purposes as well as information related to pension and other benefit plans.

A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and work at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.

Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The *Owner/Employee Certification* to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

Subcontracts

Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.

Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

ANNEX “C”
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**DEFINITION OF AN ABORIGINAL PERSON FOR PURPOSES OF THE SET-ASIDE PROGRAM FOR
ABORIGINAL BUSINESS**

An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.

Evidence of being an Aboriginal person will consist of such proof as:

- Indian registration in Canada;
- membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
- acceptance as an Aboriginal person by an established Aboriginal community in Canada;
- enrolment or entitlement to be enrolled pursuant to a comprehensive land claim agreement, or membership or entitlement to membership in a group with an accepted comprehensive claim.

Evidence of being resident in Canada includes a provincial or territorial driver's licence, a lease or other appropriate document.

ANNEX “C”
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CERTIFICATION REQUIREMENTS FOR THE SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS

A bidder who submits, under this program, a bid or proposal in response to a solicitation must complete and submit this certification. Failure to submit this certification will result in the proposal's being found non-compliant.

1. i) I, _____ (Name of duly authorized representative of business) hereby certify that

_____ (Name of business) meets, and shall continue to meet throughout the duration of the contract, the requirements for this program as set out in the attached document entitled "Requirements for the Set-Aside Program for Aboriginal Business", which document I have read and understand.
- ii) The aforementioned business agrees to ensure that any subcontractor it engages with respect to the contract shall, if required, satisfy the requirements set out in "Requirements for the Set-Aside Program for Aboriginal Business."
- iii) The aforementioned business agrees to provide to Canada, immediately upon request, information to substantiate a subcontractor's compliance with this program.

PLEASE CHECK THE APPLICABLE BOXES IN 2 AND 3 BELOW

2. The aforementioned business is an Aboriginal business which is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization,

OR

 The aforementioned business is a joint venture between two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business.
3. The Aboriginal business or businesses have:

 fewer than six full-time employees

OR

 six or more full-time employees
4. The aforementioned business agrees to immediately furnish to Canada, such evidence as may be requested by Canada from time to time, corroborating this certification. Such evidence shall be open to audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The aforementioned business agrees to provide all facilities for audits and to furnish information requested by Canada with respect to the certification.
5. It is understood that the civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the Program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the aforementioned business.

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Date	Signature
Place	Title (Duly authorized representative of business)
	For:
	Name of Business

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The Set-Aside Program for Aboriginal Business

Factors that may be considered in determining whether Aboriginal persons have at least 51 % ownership and control of an Aboriginal business include:

- Capital Stock and Equity Accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options
- Dividend policy and payments
- Existence of stock options to employees
- Different treatment of Equity transactions for Corporations, Partnerships, Joint Ventures, Community organizations, Cooperatives, etc.
- Examination of Charter Documents, i.e., corporate charter, partnership agreement, financial structure
- Concentration of ownership or managerial control in partners, stockholders, officers, trustees and directors based definition of duties
- Principal occupations and employer of the officers and directors to determine who they represent, i.e. barber, vested ownerships
- Minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction
- Executive and employee compensation records for indication of level of efforts associated with position
- Nature of the business in comparison with the type of contract being negotiated
- Cash management practices, i.e., payment of dividends - preferred dividends in arrears
- Tax returns to identify ownership and business history
- Goodwill contribution/contributed asset valuation to examine and ascertain the Fair Market value of non cash capital contributions
- Contracts with owners, officers and employees to be fair and reasonable
- Stockholder authority, i.e., appointments of officers, directors, auditors
- Trust agreements made between parties to influence ownership and control decisions
- Partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios
- Litigation proceedings over ownership
- Transfer pricing from non-Aboriginal joint venture
- Payment of management or administrative fees
- Guarantees made by the Aboriginal business
- Collateral agreements

ANNEX "C"
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**OWNER/EMPLOYEE CERTIFICATION FORM
SET-ASIDE PROGRAM FOR ABORIGINAL BUSINESS**

1. I _____, am an
Name

owner and/or full-time employee of _____,
Name of business

and an Aboriginal person, as described in the document "Requirements for the Set-Aside Program for
Aboriginal Business".

2. I certify that the above statement is true and consent to its verification upon the request of Canada.

Date

Signature of owner and/or employee

Place