



September 29, 2014

1000163412

LETTER OF INVITATION

Dear Sir/Madam:

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

Expert Engineering, Scientific, Technical and Environmental Evaluations associated with Northern Development – Request for Standing Offer Agreements (RFSO):

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

Inuvialuit Final Agreement
Gwich'in Comprehensive Land Claim Agreement
Nunavut Land Claims Agreement
Umbrella Final Agreement of the Council for Yukon Indians
Champagne and Aishihik First Nations Final Agreement
Little Salmon/Carmacks First Nation Final Agreement
First Nation of Nacho Nyak Dun Final Agreement
Selkirk First Nation Final Agreement
Teslin Tlingit Council Final Agreement
Vuntut Gwitchin First Nation Final Agreement
Tr'ondëk Hwëch'in Final Agreement
Ta'an Kwach'an Council Final Agreement
Kluane First Nation Final Agreement
Kwanlin Dunn First Nation Final Agreement
Carcross/Tagish First Nation Final Agreement
Sahtu Dene and Metis Comprehensive Land Claim Agreement
Tlicho Land Claims Agreement

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

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

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

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

The price(s) quoted in the financial proposal are to be expressed as a fixed per 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.

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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).

Four (4) copies 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), November 10, 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 10 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.

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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 Véronique Larose by facsimile at 819-953-7721, or by e-mail at Veronique.Larose@aandc-aadnc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

Yours sincerely,

Véronique Larose
Procurement Officer
Department of Indian Affairs and Northern Development
10 Wellington Street, Room 1302
Gatineau, QC K1A 0H4

Attach.

INSTRUCTIONS TO BIDDERS

1. This Request for Standing Offer (RFSO) package consists of the components described below:

RFSO PACKAGE CONTENTS	
COMPONENT	DESCRIPTION
<u>Selection and Evaluation Criteria</u>	Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.
Articles of Agreement Appendix A : General Conditions Appendix B : Supplementary Conditions Appendix C : Terms of Payment Appendix D : Statement of Work Appendix E : Travel Expenses Information	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.
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".

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 Standing Offer (RFSO). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.
3. **Four (4) copies 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.
4. **Tender Envelope Submissions**

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

Technical Proposal

- RFSO Number: 1000163412
- Project Name: Expert Engineering, Scientific, Technical and Environmental Evaluations associated with Northern Development
- Closing Date: November 10, 2014
- *“Tender Documents Enclosed”*
- *Bidders Name and Address*

INSTRUCTIONS TO BIDDERS

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

Financial Proposal

- RFSO Number: 1000163412
- Project Name: Expert Engineering, Scientific, Technical and Environmental Evaluations associated with Northern Development
- Closing Date: November 10, 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.

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 Véronique Larose by fax at 819-953-7721 or by email at Veronique.Larose@aandc-aadnc.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 Departments handling of the procurement, the following recourse mechanisms are available:

INSTRUCTIONS TO BIDDERS

- 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 – Bid Certification

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_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](http://www.hrsdc.gc.ca) 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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. Security Requirement

The Department of Indian Affairs and Northern Development has determined that there is no security requirement arising from the performance of the work under this Request for Proposal.

18. Standing Offer Agreement Award

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

INSTRUCTIONS TO BIDDERS

19. 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.

20. 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.

21. 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

22. 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 Véronique Larose by facsimile at 819-953-7721, or by e-mail at Veronique.Larose@aandc-aadnc.gc.ca. Enquiries and other communications **are not** to be directed to any other government official(s).

SELECTION AND EVALUATION CRITERIA

1.0 SELECTION AND EVALUATION METHODOLOGY

- 1.1 Bidders **MUST** ensure that their Proposal provides sufficient evidence for DIAND to assess the compliance of the Proposal with the criteria listed in this Request for Standing Offer (RFSO). It is the sole responsibility of Bidders to provide sufficient information within their Proposal to enable DIAND to complete its evaluation.
- 1.2 Bidders **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal **will not** be considered; should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included **within** the Proposal. URL links to the Bidder's website will not be considered by the DIAND Evaluation Committee.
- 1.3 To meet the requirements described herein, the experience of the Bidder **MUST** be work for which the Bidder provided services to clients exterior to the Bidder's own organization. Internal business development projects will not be accepted.
- 1.4 Experience gained during formal education **will not** be considered work experience. All requirements for work experience **MUST** have been obtained in a professional work environment as opposed to an educational setting. Co-op terms 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.
- 1.5 **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Bidders are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2003 to December 2003; Project #2 time frame is October 2003 to January 2004; the total months of experience for these two project references is seven (7) months.
- 1.6 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's Proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFSO. No prior knowledge of or experience with the Bidder on the part of the DIAND Evaluation Committee will be taken into consideration.
- 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 **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"**.

SELECTION AND EVALUATION CRITERIA

2.0 MANDATORY REQUIREMENTS

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

MANDATORY CRITERIA	MET/ NOT MET	PAGE #
<p>M1 Firm Profile</p> <p>The Bidder MUST include a Firm Profile within its proposal (maximum 15 pages).</p> <p>The Firm Profile must include the following information:</p> <ul style="list-style-type: none"> a) The full legal name of the entity submitting the Proposal (if the Bidder is submitting as a joint venture this must be provided for all members); b) The number of years that the Bidder has been in business (if the Bidder is submitting as a joint venture this must be provided for all members); c) Must demonstrate experience and satisfactory performance on similar projects in the same subject area (government or private sector) by submitting three (3) Project Summaries, one in each of the following categories: <ul style="list-style-type: none"> i) Environmental Impact Assessment ii) Mine Site Water Management iii) Any relevant and similar to DIAND's requirements, as stated within the Scope of Work 		
MANDATORY CRITERIA	MET/ NOT MET	PAGE #
<p>M2 Project Team</p> <p>The Bidder MUST propose a project team* (including detailed Curriculum Vitae) meeting or exceeding the minimum stated requirements, including:</p> <ul style="list-style-type: none"> - One (1) Senior Project Team Leader in <u>each</u> of the following two categories: <ul style="list-style-type: none"> o Environmental Impact Assessment <ul style="list-style-type: none"> ▪ 5 years in the last 10 years demonstrated experience in Project Management ▪ 4 years in the last 10 years demonstrated experience in Environmental Impact Assessment ▪ Bachelor of Science degree o Site Water Management 		

SELECTION AND EVALUATION CRITERIA

<ul style="list-style-type: none"> ▪ 5 years in the last 10 years demonstrated experience in Project Management ▪ 4 years in the last 10 years demonstrated experience in Site Water Management ▪ Bachelor of Science degree <p>- One (1) Senior Technical Expert in each of the 11 areas of expertise listed in Statement of Work, section 4.1 (3-13), with the following minimum criteria:</p> <ul style="list-style-type: none"> ○ 4 years demonstrated experience within the last 10 years in providing services as detailed in the Statement of Work in the relevant area of expertise ○ Professional accreditation in a field applicable to the area of expertise; or post-graduate degree in a field applicable to the area of expertise; or 8 years of relevant experience with a Bachelor of Science degree <p>*Note: The same resource may be proposed for multiple areas of expertise, including Project Team Leader, up to a maximum of 3 areas of expertise. However, they must meet the minimum criteria in each area of expertise for which they are proposed.</p> <p>Each resource CV (maximum 5 pages) MUST include the following information:</p> <ul style="list-style-type: none"> - The name of the proposed resource; - The resource category or role(s) for which the resource is being proposed and clearly outline which of the credentials, experience, etc, applies to which role (if more than one proposed); - Relevant academic and professional attainments in relation to DIAND’s requirements, as identified in the SOW. Relevant formal training should be listed chronologically by the title (of the course/program) and should include the duration (in days/months/years) and the start and end dates (dates should be identified by month and year – for example March 2004 – February 2007); - Chronological work experience including duration and start and finish dates (dates should be identified by month and year – for example March 2004 – February 2007). <p><i>It is the sole responsibility of the Bidder to ensure that submitted CV's are sufficiently detailed to enable a full evaluation of proposed resources. Failure to provide sufficient information may render the bid non-compliant and the Proposal will be given no further consideration.</i></p>		
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SELECTION AND EVALUATION CRITERIA

MANDATORY CRITERIA	MET/ NOT MET	PAGE #
<p>M3 References</p> <p>The bidder must provide 1 external client letter of reference for each project identified in M1. (Note: The reference letters are to be signed and dated by the client of reference)</p> <p>All references must indicate the following:</p> <ul style="list-style-type: none"> - the name, postal address, telephone number, and if applicable, e-mail address and/or fax number of the client project authority to whom the Bidder reported. - A brief description of work performed by the bidder. - Level of client satisfaction. <p><i>DIAND reserves the right to contact the named client references for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Proposal. Should DIAND choose to contact the references and should one (1) or more provide a negative reference regarding the accuracy or veracity of the Bidder's Proposal, the Proposal will be deemed non-compliant and given no further consideration</i></p>		

SELECTION AND EVALUATION CRITERIA

3.0 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.

<p>RATED REQUIREMENTS</p> <p>* Evaluation for the requirements below will be based on the submitted proposal</p>	<p>EVALUATION FACTORS</p>	<p>PAGE NUMBERS AND COMMENTS</p>	<p>SCORE</p>
<p>R1 Contractor/Firm</p> <p>The Bidder shall demonstrate experience based on relevance and similarity to DIAND's requirements, as stated within the Statement of Work, as well as the Bidders depth and capacity to perform the service (5 points).</p> <p>The 3 Project Summaries submitted for M1 of the Mandatory Criteria, must demonstrate relevance and similarity to DIAND's requirements, specific to the areas requested (25 points).</p> <p>Each Project Summary should:</p> <ul style="list-style-type: none"> - be of similar scope for which it is being submitted (as requested in the mandatory requirement M1 and defined in the Statement of Work); and - demonstrate relevant experience in providing the services as detailed within the Statement of Work. <p><i>The following Rating Scale will be used to evaluate factors above:</i></p> <ul style="list-style-type: none"> ● Excellent- 10/10 points (or 5/5) ● Good - 8 to 9 points (or 4 points / 5) ● Satisfactory = 5 to 7 points (or 3 points / 5) ● Minimal = 1 to 4 points (or 1 to 2 points / 5) ● Not addressed/Unsatisfactory = 0 points 	<p>Up to a maximum of 30 points will be awarded as follows:</p> <p>Up to a maximum of 5 points for those Bidders that have indicated, through their submission of their corporate overview, that the services provided by their firm have direct relevance to the services required by DIAND as indicated in this Statement of Work.</p> <p>Up to 20 points for Project Summaries M1 c) i and ii to a maximum of 10 points per project. Up to 5 points for Project Summary M1 c) iii.</p> <ul style="list-style-type: none"> a) Is relevant and similar to DIAND's requirements, as described within the Statement of Work; and b) Demonstrates the Bidder's experience to provide the required services. 		<p>/30</p>

SELECTION AND EVALUATION CRITERIA

<p>RATED REQUIREMENTS</p> <p>* Evaluation for the requirements below will be based on the submitted proposal</p>	<p>EVALUATION FACTORS</p>	<p>PAGE NUMBERS AND COMMENTS</p>	<p>SCORE</p>
<p>R2 Technical Project Team</p> <p>Designated Project Team</p> <p>The Designated Project Team consists of those senior members proposed for the mandatory requirements in M2. Each member* will be rated <u>above</u> the mandatory requirements as follows:</p> <ul style="list-style-type: none"> - Senior Project Team Leaders (2) resources <ul style="list-style-type: none"> o Relevant Experience <ul style="list-style-type: none"> ▪ Project Management (up to 3 pts) ▪ EIA / Site Water Management (up to 4 pts) ▪ Nunavut Regulatory Regime (up to 2 pts) o Education / Accreditation (1 point) - Senior Technical Experts (11) resources <ul style="list-style-type: none"> o Relevant experience <ul style="list-style-type: none"> ▪ Area of expertise (up to 3 pts) ▪ Northern context (up to 2 pts) ▪ EIA / Site Water Management context (up to 1 pts) <p>*Note: If the same resource is proposed for multiple areas of expertise, as is allowed under the mandatory requirements, they will be rated separately in each proposed area of expertise.</p> <p>Extra/Alternative Project Resources</p> <p>The Bidder may gain points on proposing extra project team members* in any of the following</p>	<p>Up to a maximum of 125 points will be awarded as follows:</p> <p>Up to 10 points will be awarded per Senior Project Team Leader for qualifications that go beyond the mandatory requirements. Relevance will be determined as per the listed criteria (20 points total)</p> <p>Up to 6 points will be awarded per Senior Technical Expert for qualifications that go beyond the mandatory requirements. Relevance will be determined as per the listed criteria (66 points total)</p> <p>Up to 3 points for each proposed extra project team member, up to a maximum of 13 members, that meets or exceeds the listed requirements. One (1) point will be given automatically for meeting the minimum requirements, while up to 3 points may be given depending on relevance of experience, as per the same criteria as the designated project team. (39 points total)</p>		<p>/125</p>

SELECTION AND EVALUATION CRITERIA

<p>categories, with the following minimum requirements:</p> <ul style="list-style-type: none"> - One or more Project Team Leader(s) <ul style="list-style-type: none"> o Bachelor of Science degree o 3 years in the last 10 years demonstrated experience in project management o 3 years in the last 10 years demonstrated experience in Environmental Impact Assessment or Site Water Management - One or more Technical Expert(s) in any of the areas of expertise listed in the Statement of Work, section 4.1 (2-15), to be rated as follows: <ul style="list-style-type: none"> o Professional accreditation in a field related to the area of expertise; or post-graduate degree in a field related to the area of expertise; or 5 years of relevant experience with a Bachelor of Science degree o 3 years demonstrated experience within the last 10 years in providing services as detailed in the Statement of Work in the relevant area of expertise <p>*Note: The same resource may be proposed for multiple areas of expertise, including Project Team Leader, up to a maximum of 3 areas of expertise. Designated team members, above, may be included as extra project team members in areas where they are not already proposed, so long as they do not exceed a total of 3 areas of expertise. If the same resource is proposed for multiple areas of expertise, they will be rated separately in each proposed area of expertise.</p> <p>Each resource CV (maximum 5 pages) MUST include the following information:</p> <ul style="list-style-type: none"> - The name of the proposed resource; - The resource category or role(s) for which the resource is being proposed and clearly outline which of the credentials, experience, etc, applies to which role (if 			
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SELECTION AND EVALUATION CRITERIA

<p>more than one proposed);</p> <ul style="list-style-type: none"> - Relevant academic and professional attainments in relation to DIAND’s requirements, as identified in the SOW. Relevant formal training should be listed chronologically by the title (of the course/program) and should include the duration (in days/months/years) and the start and end dates (dates should be identified by month and year – for example March 2004 – February 2007); - Chronological work experience including duration and start and finish dates (dates should be identified by month and year – for example March 2004 – February 2007). <p><i>It is the sole responsibility of the Bidder to ensure that submitted CV's are sufficiently detailed to enable a full evaluation of proposed resources. Failure to provide sufficient information may affect the evaluation of the proposed resources.</i></p>			
<p>RATED REQUIREMENTS</p> <p>* Evaluation for the requirements below will be based on the submitted proposal</p>	<p>EVALUATION FACTORS</p>	<p>PAGE NUMBERS AND COMMENTS</p>	<p>SCORE</p>
<p>R3 Proposal</p> <ul style="list-style-type: none"> a) The Proposal should include an overview of the approach and methodologies the firm would undertake when completing work of this nature. b) The proposal should include a listing and description of any project team members that would be necessary outside of the Technical Project Team in R2 (ie. intermediate/junior technical members, administrative support, any other senior members, etc). c) The proposal should demonstrate understanding of the context of both environmental impact assessment and water licensing in Nunavut including the role of DIAND. 	<p>Up to a maximum of 40 points will be awarded:</p> <p>The following rating scale will be used in awarding points</p> <p>Excellent – 35 to 40 points</p> <p>The response is complete in that it clearly addresses and provides exceptionally relevant supporting detail for the Criterion factor; therefore, the response is considered to have outstanding merit.</p> <p>Good – 27 to 34 points</p> <p>The response is complete in that it clearly addresses and provides some</p>		<p>/40</p>

SELECTION AND EVALUATION CRITERIA

	<p>relevant supporting detail for the Criterion factor; therefore, the response is considered to have a good level of merit.</p> <p>Satisfactory – 17 to 26 points</p> <p>The response is complete in that it clearly addresses in some detail the Criterion factors while providing some supporting detail; therefore, the response is considered on balance to have satisfactory merit.</p> <p>Minimal – 9 to 16 points</p> <p>The response is not complete in that it fails to fully address some of the Criterion factors; it is not clear or is incomplete; therefore, the response is considered to have insufficient merit.</p> <p>Poor – 1 to 8 points</p> <p>The response is not complete in that it fails to address all the Criterion factors and only nominally addresses some factors; therefore, the response is considered to have very little merit.</p> <p>Not indicated / Unsatisfactory – 0 points</p> <p>No response was received for this factor or the response does not address any of the factors; therefore, the response cannot be considered to have any merit.</p>		
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SELECTION AND EVALUATION CRITERIA

RATED REQUIREMENTS		EVALUATION FACTORS	PAGE NUMBERS AND COMMENTS	SCORE
* Evaluation for the requirements below will be based on the submitted proposal				
<p>R4 Proposed Aboriginal Opportunity Considerations</p> <p>The bidder should indicate its specific approach to enhancing participation of Aboriginal peoples in the work under any resulting call-up through any of: employment, skills development, subcontracting, capacity building, use of suppliers/services, etc. or other measures it proposes to employ in the course of its work. In addition, the Bidder should indicate any partners, agencies, organizations or suppliers with which it proposes to work to achieve these results.</p> <p>The approach should indicate:</p> <ul style="list-style-type: none"> i. Any portion(s) of the Services it proposes to provide with support from Aboriginal peoples or suppliers; ii. Whether these portions represent direct delivery of Services to the client by Aboriginal peoples or Businesses (i.e. direct benefit) or support to the Bidder's delivery of Services to the client (i.e. indirect benefit); and iii. The nature of the participation proposed such as; professional, technical, support services, supplies or goods, etc. (please specify type); and a description of the extent of the participation (including whether use of trainee personnel or other capacity building measures). 		Up to a maximum of 15 points will be awarded		/15
4.1	The existence of head offices, administrative officer or other facilities in the Nunavut or Northwest Territories Settlement Areas.	Up to 5 points		
4.2	The employment of Inuit/Aboriginal labour, engagement of Inuit/Aboriginal professional services, or use of suppliers that are Inuit/Aboriginal or Inuit firms in carrying out the contract.	Up to 5 points		

SELECTION AND EVALUATION CRITERIA

4.3	Demonstrated commitment to on-the-job training or skills development, training and apprenticeship programs for the Inuit staff involved in this project.	Up to 5 points		
Sub-total (R1 to R4)		/210		



4.0 FINANCIAL PROPOSAL

1. Bidders meeting ALL Mandatory Requirements and evaluated on the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.
2. The Financial Evaluation will be carried out by the Contracting Authority independent of the Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.
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 separate attachment from the Bidder’s Technical Proposal. The Bidder’s failure to comply with this condition will result in the Bidder’s Proposal being declared non-compliant and being given no further consideration.
4. Failure on the part of the Bidder to provide the information required within the Financial Proposal Tables will result in Canada deeming the Bidder’s Proposal to be non-compliant, with the Proposal being given no further consideration by Canada.

Required Resource Categories – Financial Table

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
Senior Project Team Leader	\$	\$	\$	\$	\$
Senior Technical Expert	\$	\$	\$	\$	\$

5.0 BASIS OF SELECTION

Only compliant Proposals will be considered.

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria
2. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
3. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
4. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
5. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.



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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection – Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluation Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd



ARTICLES OF AGREEMENT

Contract Number [Contract Number]

File Number 1632-11/1000163412

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

and

To be determined at contract award

[Street Address]

[City] , QC [Postal Code]

(referred to in the Contract as the "Contractor").

Her Majesty and the Contractor agree as follows:

A1 CONTRACT

1.1 The following documents and any amendments relating thereto form the Contract between Her Majesty and the Contractor:

1.1.1 these Articles of Agreement;

1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;

1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;

1.1.4 the document attached hereto as Appendix "C" and titled "Terms of Payment", referred to herein as the Terms of Payment;

1.1.5 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work

1.1.6 the document attached hereto as Appendix "E" and titled "Travel Expense Information", referred to herein as the Travel Expense Information.

1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

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

ARTICLES OF AGREEMENT

A3 CONTRACT AMOUNT

3.1 Subject to the terms and conditions of this Contract 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 Contract shall be governed by and construed in accordance with laws in force in the Province of Ontario and the laws of Canada as applicable.

A5 DEPARTMENTAL REPRESENTATIVE

5.1 For the purpose of the Contract, the Minister hereby designates **[To be determined at contract award]**, as the Departmental Representative.

This Contract 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 AND ASSIGNS

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

GC3 ASSIGNMENT

- 3.1 The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

GC4 TIME OF THE ESSENCE

- 4.1 Time is of the essence of the Contract.
- 4.2 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.

APPENDIX "A"**GENERAL CONDITIONS**

- 4.3 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.
- 4.4 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.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, Her Majesty may exercise any right of termination contained in GC7.

GC5 INDEMNIFICATION

- 5.1 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.
- 5.2 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.
- 5.3 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.

GC6 NOTICES

- 6.1 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.

GC7 TERMINATION OR SUSPENSION

- 7.1 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.

APPENDIX "A"**GENERAL CONDITIONS**

- 7.2 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.
- 7.3 In addition to the amount which the Contractor shall be paid under GC7.2, 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.
- 7.4 Payment and reimbursement under the provisions of GC7 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.
- 7.5 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.
- 7.6 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 GC7 except as expressly provided therein.

GC8 TERMINATION DUE TO DEFAULT OF CONTRACTOR

- 8.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
- 8.1.1 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
- 8.1.2 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.
- 8.2 In the event that Her Majesty terminates the work in whole or in part under GC8.1, 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.
- 8.3 Upon termination of the work under GC8.1, 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.

APPENDIX "A"**GENERAL CONDITIONS**

- 8.4 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.
- 8.5 If, after the Minister issues a notice of termination under GC8.1, 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 GC7.1 and the rights and obligations of the parties hereto shall be governed by GC7.

GC9 ACCOUNTS AND AUDITS

- 9.1 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.
- 9.2 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.
- 9.3 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.

GC10 CONFLICT OF INTEREST

- 10.1 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.

GC11 CONTRACTOR STATUS

- 11.1 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.

GC12 WARRANTY BY CONTRACTOR

- 12.1 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.
- 12.2 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.

APPENDIX "A"
GENERAL CONDITIONS

GC13 AMENDMENTS

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

GC14 ENTIRE AGREEMENT

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

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

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

SC2 SALES TAX

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

SC3 IDENTIFICATION/ACCESS CARD

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

SC4 OFFICIAL LANGUAGES

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

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

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

SC6 CRIMINAL CODE OF CANADA

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

SC7 GENDER-BASED ANALYSIS

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

SC8 CERTIFICATION - CONTINGENCY FEES

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

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

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

SC9 FORMER PUBLIC SERVANTS

9.1 It is a term of the Contract:

9.1.1 that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;

9.1.2 that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and

9.1.3 that the Contractor has informed the Departmental Representative of any exemption in respect of the abatement of a Contract fee received by the Contractor under the Early Departure Incentive Program Order.

SC10 INTELLECTUAL PROPERTY

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

SC11 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM

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

SC12 PERSONNEL REPLACEMENT AND SUBSTITUTIONS

12.1 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.

12.2 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.

12.3 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).

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 12.4 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).
- 12.5 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.
- 12.6 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.
- 12.7 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 Contract.

SC13 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 13.1 **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 Contract unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Contract any persons engaged in the course of carrying out this Contract 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 Contract 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.

- 13.2 **For the services of a Firm:** It is a term of this Contract 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 Contract unless that individual is in compliance with the applicable post-employment provisions.

SC14 OPTION TO EXTEND CONTRACT

- 14.1 The Contractor grants to Canada the irrevocable option to extend the term of the Contract by two (2) additional one (1) year periods under the same terms and conditions.
- 14.2 Canada may exercise this option at any time by sending a notice to the Contractor at least sixty (60) calendar days prior to the Contract expiry date.
- 14.3 The Contractor agrees that, during the extended period the Contract, the rates/prices will be in accordance with the provisions of the Contract.

APPENDIX "B"
SUPPLEMENTARY CONDITIONS

SC15 CALL-UP ALLOCATION AND PROCEDURES

15.1 Call-up Allocation

15.1.1 For Call-ups against a Standing Offer valued at \$25,000 or less (applicable taxes included) the Standing Offer Authority will select the Offeror that best meets their needs.

15.1.2 For Call-ups against a Standing Offer valued in excess of \$25,000 (applicable taxes included), the Standing Offer Authority will issue Call-ups on a rotational basis, the first to the highest ranked Offeror, the second to the second ranked, the third to the third ranked, and so on until the limitation of expenditure of each Standing Offer is reached.

Should an Offeror be unable to meet the requirement, the next ranked Offeror will be approached. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

15.2 Call-up Procedures

15.2.1 Offerors will be contacted directly as described in 15.1.1 or on a rotational basis as described in 15.1.2 above.

15.2.2 The Standing Offer Authority will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

15.2.3 The Standing Offer Authority will determine whether a firm price, ceiling price, or limitation of expenditure will apply to the Call-up and will require the Offeror to accordingly submit either a firm price, ceiling price or limitation of expenditure.

Firm price definition: The total amount payable is a fixed sum. Both parties agree prior to the award of the call-up as to the price payable thereunder.

Ceiling price definition: The maximum amount of monies that may be paid to a Contractor for costs reasonably and properly incurred in the performance of the Work described in the call-up. If the costs, as charged, reach or exceed the ceiling, the Contractor must complete the Work and will receive no monies beyond this ceiling.

Limitation of expenditure definition: The maximum amount of monies that may be paid to a Contractor for the costs reasonably and properly incurred in the performance of the Work described in the call-up. If the Contractor discovers that there are insufficient funds to complete the Work, the Contractor must inform the Contracting Authority. The Contracting Authority then has the option of providing additional funding or requesting the Contractor complete the Work to the extent that the current funding permits.

15.2.4 The Offeror will either submit a firm price, ceiling price, or limitation of expenditure as required by the Standing Offer Authority, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Standing Offer Authority. The proposal must be submitted to the Standing Offer Authority within three (3) business days of receiving the request.

15.2.5 The firm price, ceiling price or limitation of expenditure will be established by utilizing the applicable rates as shows in the Basis of Payment, Annex "B"

APPENDIX "B"**SUPPLEMENTARY CONDITIONS**

- 15.2.6 Failure by the Offeror to submit a proposal in accordance with the time frame specified in 15.2.4 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority will send the request to the next best suited Offeror (requirements valued at \$25,000 or less - applicable taxes included) or, the next Offeror in the rotation (requirements valued in excess of \$25,000 - applicable taxes included). This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.
- 15.2.7 The Standing Offer Authority reserves the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority/authorized representative reserves the right to go to the next Offeror in the rotation.
- 15.2.8 Upon agreement of the firm price, ceiling price or limitation of expenditure for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- 15.2.9 The Offeror shall not commence Work until the Call-up against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.
- 15.2.10 The procedures describe will not be used when the work in question was performed by an offeror and the work requires knowledge in particular. The technical authority must do a justification.

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

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
Senior Project Team Leader	\$	\$	\$	\$	\$
Senior Technical Expert	\$	\$	\$	\$	\$

Payment for the satisfactory performance of the work under this agreement shall be based on:

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 Contract Value.....\$0.00

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.

APPENDIX "C"**TERMS OF PAYMENT**

- 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.
- 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,

APPENDIX "C"**TERMS OF PAYMENT**

- 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.

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
Iqaluit, Nunavut X0A 0H0

- 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 TITLE

Expert Engineering Scientific, Technical and Environmental Evaluations associated with Northern Development

SW2 BACKGROUND

The Department of Indian Affairs and Northern Development (DIAND), currently also referenced as Aboriginal Affairs and Northern Development Canada (AANDC), is responsible for sustainable development and the management of the land and its resources in Nunavut in accordance with the DIAND Act. The Nunavut Regional Office of DIAND implements the department's responsibilities to: manage Crown lands and inland waters in Nunavut in accordance with legislation, regulations, departmental and federal policy, and program guidelines; lead departmental participation in the co-management processes of Nunavut's institutions of public governance; and the promotion of compliance with regulatory instruments through inspections and enforcement activities. DIAND evaluates projects in Nunavut and provides critical review of proposals and advice so that significant adverse environmental effects are prevented or mitigated. DIAND is responsible for follow up and regulatory monitoring as defined by DIAND's mandate.

In Nunavut, environmental impact assessments (EIA) are conducted under Article 12 of the *Nunavut Land Claims Agreement* (NLCA). The Nunavut Impact Review Board (NIRB) is responsible for conducting EIA for the majority of projects in Nunavut. DIAND's role in the EIA process is that of an intervener and technical advisor to NIRB as outlined in the NLCA. DIAND meets its primary obligations under the NLCA through participation in the NIRB review process by critically reviewing environmental assessment documents and participating in hearings. If a project is allowed to proceed, DIAND is responsible for ensuring compliance with terms and conditions that fall under DIAND's mandate.

Water management, in Nunavut, falls under the jurisdiction of DIAND, as outlined in the DIAND Act with the Nunavut Water Board (NWB or Board) being the licensing body as outlined in the NLCA. The NLCA as well as the *Nunavut Waters and Nunavut Surface Rights Tribunal Act* (NWNSTRA or the Act), sets out the Board's responsibilities for the issuance, renewal, amendment, assignment or cancellations of water licences as well as a number of other pertinent undertakings associated with a water licensing process. DIAND's roll in the licensing process is therefore that of an intervener and technical advisor to the NWB.

The Minister of AANDC approves Type A water licences which are issued by the NWB to applicants including both industrial and municipal operators in Nunavut. Licences contain specific conditions governing activities associated with water use and the deposit of wastes. These activities often require the licensee to submit technical reports and management plans to the NWB for review. A licence may also contain clauses requiring the licensee to undertake certain studies that will be beneficial in the maintenance or the future abandonment and restoration of the site. DIAND reviews all of these reports and plans and provides advice to the NWB.

Nunavut has experienced and anticipates an increased level of activity in mineral exploration, mining development, oil and gas exploration, marine transportation, municipal and industrial infrastructure development, mine closure, restoration and abandonment. As such, DIAND requires a range of particular expertise and support in evaluating proposals, preparing submissions, tracking environmental issues, and designing and/or undertaking studies.

APPENDIX "D"
STATEMENT OF WORK

SW3 OBJECTIVE(S)

To provide, on an “as and when required basis”, expert engineering, scientific, technical, and environmental evaluations associated with any northern development undertaking as described in the Scope of Work.

SW4 SCOPE OF WORK

The services described below are required for use in the Nunavut Region, however, a call-up may be issued for similar services in the Northwest Territories and Yukon regions as required. The Contractor shall on an "as and when required" basis as detailed in the Call-up issued by the Department:

- 4.1 Provide expert technical evaluation, critical review, project coordination, research, support, and advice on environmental impact statements, water licence applications, studies, reports, plans, and guidelines with a focus on ensuring environmental impacts are adequately avoided or mitigated. DIAND has identified several areas requiring expertise with a particular focus on avoiding or mitigating environmental risks, preferably with experience in a northern context (including permafrost and Arctic climate considerations). Required expertise includes:
 - 4.1.1 Environmental Impact Assessment (methodology and purpose, including cumulative effects and alternatives assessment)
 - 4.1.2 Site water management (effluent and run-off quality; surface and active-layer flow management)
 - 4.1.3 Infrastructure and engineering related to mine works and activities (Engineering of open pit and underground mines, water diversion structures, earth dams, tailings impoundments, quarries, sewage lagoons, waste disposal sites, spillways, airstrips, pipelines and electrical transmission infrastructure, roads and bridges as they relate to the northern environment and environmental concerns)
 - 4.1.4 Mine tailings and waste rock management (including expertise on acid rock drainage and metal leaching)
 - 4.1.5 Mine closure, reclamation and associated reclamation security assessments
 - 4.1.6 Infrastructure and engineering related to road design, municipal water, wastewater, and solid waste facilities
 - 4.1.7 Waste management (ie. landfills, landfarms, incineration, alternative waste handling strategies, etc)
 - 4.1.8 Hazardous material management (i.e handling, storage, and disposal)
 - 4.1.9 Surface water quality (including water quality monitoring, planning and follow up programs, cumulative effects and post closure monitoring)
 - 4.1.10 Hydrology (site water budgets, flow regimes and water quantity monitoring)
 - 4.1.11 Hydrogeology (groundwater)
 - 4.1.12 Permafrost (including impacts on and from large scale development projects)
 - 4.1.13 Wildlife habitat (including vegetation)

APPENDIX "D"**STATEMENT OF WORK**

- 4.2 Coordinate, facilitate, or attend meetings/hearings on behalf of the department.
- 4.3 Participate in Departmental visits of current or proposed sites required to complete reviews in 4.1.
- 4.4 Determine adequacy of mitigation and management proposals by comparison with accepted scientific knowledge, engineering standards, industry best practices, and pre-established terms of reference or guidelines.
- 4.5 Develop guideline documents, codes of practice, protocols, programs, studies, and/or conduct research and field studies related to the expertise listed in 4.1, as well as subjects and areas of emerging interest within the ability of the Contractor.
- 4.6 Develop, determine, review and assess as directed cost/financial security estimates for abandonment and restoration of various facilities (e.g. mines, roads, railroads, wastewater lagoons, solid waste storage sites, etc.) on behalf of the Department. This may include assessing whether financial security currently held by the Minister may be relinquished to license, lease and permit holders, on behalf of the Department, or acting as an independent third party.
- 4.7 Perform other related work within the ability of the Contractor as requested by the Departmental Representative.

SW5 OUTPUT/DELIVERABLES

The Contractor shall:

- 5.1 On or before the requested due date identified in each individual call-up document, submit to the Departmental Representative a summary report(s) that provides reviews, comments, recommendations or presentations on the specific work required in a form(s) acceptable to the Departmental Representative (ie. Microsoft Word, Excel, Powerpoint).
- 5.2 Attend and participate in site visits, meetings, and/or hearings as identified in each individual call-up document

SW6 DEPARTMENTAL SUPPORT

The Departmental Representative will:

- 6.1 Provide the Contractor with project specific instructions in the form of a call-up document.
- 6.2 Provide all background information relative to the work specified in the call-up document, as required and determined in consultations with the Contractor.
- 6.3 Assist in obtaining other information applicable to the call-up, but which may not be easily obtained by the Contractor (ie. relevant acts, regulations, guidelines, etc).
- 6.4 Provide timely review/responses on any interim material provided for comments and/or direction.
- 6.5 Be available for consultations and discussion with the contractor to discuss issues that may arise during the work.

APPENDIX "D"

STATEMENT OF WORK

SW7 CONTRACTOR'S PROPOSAL

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

APPENDIX "E"

TRAVEL EXPENSE INFORMATION

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

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

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

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

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

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

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

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

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

Private Motor
Vehicles

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

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

APPENDIX "E"
TRAVEL EXPENSE INFORMATION

The following kilometric rates (**taxes included**) are applicable effective April 1, 2014:

Cents/km (Taxes Included)

<i>British Columbia</i>	<i>48.0</i>	<i>New Brunswick</i>	<i>50.5</i>
<i>Alberta</i>	<i>44.0</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>47.0</i>	<i>Yukon</i>	<i>62.5</i>
<i>Ontario</i>	<i>57.0</i>	<i>Northwest Territories</i>	<i>63.0</i>
<i>Quebec</i>	<i>51.5</i>	<i>Nunavut</i>	<i>61.0</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 April 1, 2014 to September 30, 2014:

	<u>All Provinces</u>	<u>Yukon & Alaska</u>	<u>NWT</u>	<u>Nunavut</u>
<i>Breakfast:</i>	\$15.95	\$15.85	\$22.20	\$21.50
<i>Lunch:</i>	\$15.25	\$19.20	\$23.75	\$31.65
<i>Dinner:</i>	\$42.45	\$50.85	\$54.10	\$70.55

Incidental
Expenses

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

2. Receipt Requirements

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

Receipts are required for the following:

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

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

Corporate Name of Recipient of this Submission

for: _____

Name and Number of Bid and Project

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

Name of Tendering Authority

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

I certify, on behalf of: _____

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

that:

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

ANNEX "A"
CERTIFICATE OF INDEPENDENT BID DETERMINATION

- a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a bid; or
 - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

Printed Name and Signature of Authorized Agent of Bidder

Position Title

Date