



REQUEST FOR STANDING OFFER DEMANDE D'OFFRE À COMMANDE

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RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bids must be submitted by email and must be submitted ONLY to the following email address:

Les soumissions doivent être présentées par courriel et UNIQUEMENT à l'adresse suivante :

soumission.bid@aadnc-aandc.gc.ca

REQUEST FOR STANDING OFFERS DEMANDE D'OFFRES À COMMANDES

Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux MAINC:

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, représentée par le Ministre des Affaires indiennes et du Nord, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Vendor/Firm - Fournisseur de l'entrepreneur

Name - Nom

Address - Adresse

Telephone Number - Numéro de téléphone

GST/HST Number - Numéro de la TPS/TVH

QST Number - Numéro de la TVQ

Title - Titre ENVIRONMENTAL SITE ASSESSMENT AND ASSOCIATE	
Solicitation Number - Numéro de l'invitation 1000170113	
Date (YYYYMMDD) - Date (AAAA-MM-JJ) 2015-08-31	
Solicitation Closes - L'invitation prend fin At - À 1600 hrs	Time Zone - Fuseau horaire Pacific Daylight Time (PDT)
On (YYYYMMDD) - Le (AAAA-MM-JJ) 2015-10-14	
Standing Offer Authority - L'autorité d'offre à commande	
Name - Nom Kim Fletcher	
Telephone Number - Numéro de téléphone (604) 666-5216	
Facsimile Number - Numéro de télécopieur (604) 666-2485	
Email Address - Courriel kim.fletcher@aadnc-aandc.gc.ca	
Destination(s) of Services - Destination(s) des services Winnipeg, Manitoba	
Security - Sécurité THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS	
Instructions: See Herein - Voir aux présentes	
Delivery Required - Livraison exigée : See Herein - Voir aux présentes	
Person Authorized to sign on behalf of Vendor/Firm Personne autorisée à signer au nom du fournisseur/de l'entrepreneur Name - Raison sociale	
Title - Titre	

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TITLE: ENVIRONMENTAL SITE ASSESSMENT AND ASSOCIATED ENVIRONMENTAL SERVICES

PART 1 - GENERAL INFORMATION

1. Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications: includes the certifications to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements, Additional Task Guidelines and Report Specifications.

2. Summary

The Environmental Planning and Management Unit (EPM) is responsible for fulfilling the Aboriginal Affairs and Northern Development Canada's (AANDC) environmental obligations in the Manitoba region. The EPM Unit conducts activities in Environmental Site Reviews, Site Sampling Programs, Risk Management and Remediation Planning, Environmental Planning Services, and Environmental Awareness Services required to assess and manage environmental concerns and the associated risk to human health on reserve lands and lands selected to become reserve.

Professional expertise is required to provide Environmental Site Reviews, Site Sampling Programs, Risk Management and Remediation Planning, Environmental Planning Services, Environmental Awareness Services and on an as needed basis.

Department of Indian Affairs and Northern Development (DIAND), Manitoba Region, are inviting proposals from bidders for the above mentioned services.

All bidders must:

- have a lead engineer who must hold a Membership in the Association of Professional Engineers and Geologists of Manitoba (APEGM) and who must have a minimum of five (5) years of relevant experience; and
- provide one written project summary for each of the five (5) categories of work, describing in details the Bidder's current/previous experience in successfully providing similar services within the past five years, including at least one project summary with aboriginal involvement.

Bidders will be rated on past experience (as described in the project summaries), the lead engineer's experience, proposed project team composition, proposed approach and methodology, administrative coordination, quality of the proposal and cost.

Standing Offer Agreements (SOAs) may be awarded for one (1) year, with an option to extend the term by two (2) additional one (1) year periods under the same terms and conditions.

Offerors must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2006..

For services requirements, Offerors in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the Request for Standing Offers (RFSO).

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

3. Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors must make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person as determined by Canada.

4. Office of the Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO services is available at www.opo-boia.gc.ca.

5. Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

PART 2 - OFFEROR INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) "General Information", is amended as follows:

Delete: "One method of supply used by Public Works and Government Services Canada (PWGSC) to satisfy the requirements of departments and agencies is to arrange with suppliers to submit a standing offer to provide goods, services or both during a specified period. Specific departments and agencies are then authorized by PWGSC to make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide PWGSC with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit PWGSC to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer is not a contract. The issuance by PWGSC of a Standing Offer and Call-up Authority to successful suppliers and to departments and agencies authorized to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. Departments and agencies may make one or several call-ups against a standing offer."

Insert: "One method of supply used by DIAND is to arrange with suppliers to submit a standing offer to provide goods and services or both during a specified period. Sections within DIAND can then make call-ups against the standing offer detailing the exact quantities of goods or level of services they wish to order at a particular time, during the effective period of the standing offer in accordance with the predetermined conditions.

The process normally starts with a Request for Standing Offers (RFSO) that suppliers may obtain through the Government Electronic Tendering Service (GETS). A RFSO is an invitation to suppliers to provide DIAND with a standing offer. The quantity of goods, level of services and estimated expenditure specified in the RFSO are only an approximation of requirements given in good faith. A RFSO does not commit DIAND to authorize the utilization of a standing offer or to procure or contract for any goods, services or both. A standing offer

is not a contract. The issuance by DIAND of a Standing Offer and Call-up Authority to successful suppliers and to sections within the department to make call-ups does not constitute an agreement by Canada to order any or all of the goods, services or both offered. DIAND may make one or several call-ups against a standing offer."

- c) "Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"

- d) Section 05, Subsection 2 is amended as follows and renumbered accordingly:

Delete: d. "send its offer only to PWGSC Bid Receiving Unit specified on page 1 of the RFSO or to the address specified in the RFSO. The facsimile number and related instructions for offers transmitted by facsimile are provided in section 08";

Insert: d. send its offer only to the Bid Receiving Address specified on page 1 of the RFSO;

Delete: e. "ensure that the Offeror's name, return address, RFSO number, and RFSO closing date and time are clearly visible on the envelope or the parcel(s) containing the offer"

- e) Section 05, Subsection 4 is amended as follows:

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

- f) Section 08 is amended as follows:

Delete: Subsections 1 - 3

Insert: Due to the nature of the RFSO, offers transmitted by facsimile to DIAND will not be accepted.

- g) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

a. the Offeror is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Offeror ineligible to submit an offer for the requirement;

b. an employee, or subcontractor included as part of the offer, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to submit an offer on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

- h) Section 17 is amended as follows:, Subsection 1 c) is revised as follows:

Delete.

1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."

Insert:

1. "A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to submit an offer together on a requirement. Offerors who submit an offer as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - . the name of each member of the joint venture;
 - a. the Procurement Business Number of each member of the joint venture;
 - b. the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - c. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
3. The offer and any resulting standing offer must be signed by all the members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFSO and any resulting standing offer. If a standing offer is issued to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any contract resulting from a call-up against the standing offer."

- i) Section 20 is amended as follows:

Delete: Subsection 2.

1.1 SACC Manual Clauses

1.1.1 Workers Compensation Certification- Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within 14 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

2. Submission of Offers

- 2.1** Offers (and any amendments thereto) must be submitted only by Email to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time indicated on page 1 of the RFSO document. DIAND will not assume responsibility for offers (and any amendments thereto) directed to any other locations. Offers submitted by any other means will not be accepted.
- 2.2** Offers (and any amendments thereto) received after the RFSO closing date and time will **not** be accepted.
- 2.3** The total size of the Email, including all attachments, must not exceed 15 megabytes (MB). It is each Offerors responsibility to ensure that the total size of the Email does not exceed this limit.

It is important to note that Email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of Emails. It is solely the Offerors responsibility to ensure that the Standing Offer Authority receives an offer on time, in the mailbox that has been identified for offer receipt purposes. Date stamps for this form of transmission are not acceptable.

2.4 Email Submissions

In the Email containing their offer, Offerors must clearly identify the RFSO number in the Subject Line and must clearly identify the following in the body of the Email:

- Standing Offer Authority:
- Closing Date:
- Offeror's Name and Address
- *"Offer Documents Attached"*

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been

received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the Financial Administration Act R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES () NO ()**

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Manitoba.

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

Canada requests that Offerors provide their offer as separate attachments to their Email as follows:

Attachment I: Technical Offer in PDF format

Attachment II: Financial Offer in PDF format

Attachment III: Certifications (*if applicable*)

Section I: Technical Offer

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

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Offerors must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

1.1. Suggested Proposal Format

To assist the Evaluation Team proposals are requested to conform to the following section headings and requirements.

- A **Letter of Transmittal** signed by an authorized officer.
- A **Table of Contents** with corresponding page numbers

- An **"Introduction"** demonstrating understanding of the project goals and objectives and the technical aspects of the scope of work and giving a description of the organization's relevant experience, comments on the proposed scope of work, and the overall approach to the work, including quality control and assurance measures implemented by your organization.
- A section on **"Project Summaries – Contractor/Firm Performance"** which will include the minimum mandatory requirements as outlined in 1.2.1 Mandatory Technical Criteria, M2. The description of the projects should include a minimum of the following information:
 - The name of the client organization including a contact name and telephone number;
 - The dates/duration of the project;
 - The dollar value of the project (to the client);
 - The scope and nature of the services provided, together with a description of the client's requirement;
 - The level/types of services/Bidder resources provided to the client during the project period; and
 - The method of service delivery.

This section should also indicate the range and depth of the organization's practice and experience, specifically the relevancy to the scope of work outlined in the Annex "A" Statement of Work.

- A **"Project Team"** section will identify how the firm manages and completes works on a project, including an example of a project team assigned to complete works under the standing offer along with their qualifications and their added value to the work. More specifically this section should include a description of the internal capability and the capacity of the firm to provide the quality of services as described in Annex "A" Statement of Work. Headings under this tab should relate to the Rated Requirements under "R2.1-R2.4" as outlined in the table below in 1.2.1 Point Rated Technical Criteria.

Note: this section should not include, make reference to, or disclose daily/hourly rates for the member of the project team.

- An **"Aboriginal Experience"** section should outline how your organization has worked with local Aboriginal involvement in the tendered work, how Aboriginal sources of supply in the provision of administrative requirements associated with the tendered work may be included and opportunities for on-the-job training or skills development opportunities for Aboriginal peoples in the tendered work.
- An **"Appendix"** showing the curricula vitae of the proposed lead engineer along with any other documentation relevant to the proposal.

1.2. Technical Evaluation

1.2.1 Mandatory Technical Criteria

The Mandatory Criteria listed below will be evaluated on a simple Pass/Fail (i.e. responsive/non-responsive (compliant/non-compliant) basis. Offers which fail to meet one of the Mandatory Criteria will be deemed non-responsive and given no further consideration.

Offers must demonstrate compliance with all of the Mandatory Requirements and must provide the necessary documentation to support compliance.

Offeror's Name:				
Item	Mandatory Technical Criteria	Proposal Ref. Pg. #	Reserved for DIAND	
			Pass	Fail
M1	The lead engineer must hold a Membership in the Association of Professional Engineers and Geologists of Manitoba (APEGM). Provide proof of membership.			
M2	<p>The Bidder must propose one (1) lead engineer that demonstrates evidence of previous/current relevant qualifications and experience in providing the full range of DIAND's required services under each Task defined in the Statement of Work.</p> <p>Specifically, the Bidder must include a detailed Curriculum Vitae (C.V.) for the lead engineer that will be working under this Standing Offer Agreement. The C.V. must include a detailed listing of previous relevant work experience/projects/studies engaged in, educational attainments and professional designations, evidence of relevant skill and ability application, and a chronological listing of any relevant training completed or certification received. The lead engineer must have a minimum of 5 years of relevant experience.</p>			
M3	<p>The Bidder must provide one (1) written project summary for each of the following categories of work (total of 5 project summaries) describing in detail the Bidder's current/previous experience in successfully providing similar services within the past five years as outlined in the Statement of Work:</p> <ul style="list-style-type: none"> 1.1 Environmental Site Reviews 1.2 Site Sampling Programs 1.3 Risk Management and Remediation Planning 1.4 Environmental Planning Services 1.5 Environmental Awareness Services <p>Written Project Summaries should include the following information:</p> <ul style="list-style-type: none"> • The category of work that the project summary represents (if one project is being used for multiple categories of work then separate project summaries should be provided which focus on their respective categories of work); • The name of the client organization including a contact name and telephone number; • The dates/duration of the project; • The dollar value of the project (to the client); • The scope and nature of the services provided, together with a description of the client's requirement; 			

	<ul style="list-style-type: none"> • The level/types of services/Bidder resources provided to the client during the project period; and • The method of service delivery. <p>In each example, identify if there was aboriginal involvement in the project. At least one project summary must have aboriginal involvement (see R3 for details). As well, projects described in the project summaries must have been completed within the last 5 years and the lead engineer must have been involved in a minimum of 3 of the projects.</p> <p><i>AANDC reserves the right to contact the named client project authorities. Should AANDC choose to contact the project authorities and should one (1) or more named client project authorities provide a negative reference regarding the accuracy or validity of information provided in the proposal regarding the Bidder's previous work performance, AANDC reserves the right to deem the Bidder's proposal noncompliant, and give it no further consideration.</i></p>			
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1.2.2 Point Rated Technical Criteria

Offers meeting all mandatory technical criteria will be evaluated and point rated against the following point rated technical criteria, using the evaluation factors and weighting indicators specified for each criterion.

Offeror's Name:			
Item	Point Rated Technical Criteria	Proposal Ref. Pg. #	Reserved for AANDC
			Total Points
R1 Proposal (Subtotal: 10)	<p>R1.1 Proposal Details - The depth and detail of the Introduction section of the proposal which demonstrates an understanding of the SOW goals and objectives and the technical aspects of the SOW, constraints/issues, particularly those relevant to Manitoba, and the way services are to be delivered.</p> <p><u>Maximum 6 Points:</u></p> <p>0 points - Does not demonstrate understanding and/or outline the approach to the work</p> <p>2 Points - Basic understanding, does not include sufficient detail</p> <p>4 Points - Demonstrates an understanding of the scope and provides sufficient detail</p> <p>6 Points - Exceeds understanding, shows thorough knowledge of ability to work on projects as outlined in Annex A Statement of Work.</p>		

	<p>R1.2 Proposal - The proposal is clear and concise, organized according to specified format outlined in Section 1.1 Suggested Proposal Format, above.</p> <p><u>Maximum 4 Points:</u></p> <p>0 Points - Format not followed</p> <p>2 Points - Lacks detail; page numbers, tabs etc.</p> <p>4 Points - Format followed, page numbers correspond to Mandatory and Rated Criteria.</p>		
R2 – Project Team (Subtotal: 31)	<p>R2.1 Team Composition - The company possesses the necessary internal qualifications and technical background to successfully complete the tasks as described in the Statement of Work, Annex A.</p> <p><u>Information to be supplied:</u></p> <ul style="list-style-type: none"> • bidders shall provide a detailed description of its proposed overall Project Team structure by resource (see categories in Annex A Section 3.2.1), including the roles and responsibilities of each resource by Task, as well as illustrate the reporting relationships between Project Team members. • specific examples demonstrating where the company completed field work, data analysis, reporting, and project management (can be the same examples from R3); • description of the roles of key groups (i.e. First Nation, AANDC, third parties, Consultant's team of staff, specialists); • reporting relationships; <p><u>Maximum 8 points:</u></p> <p>Two (2) points for providing all of the information required to meet the SOW for each bullet category listed under "Information to be supplied"</p>		
	<p>R2.2 Experience - The project team and lead engineer's experience as demonstrated in the five (5) written project summaries required for section M3 and the lead engineer's C.V. required for section M2.</p> <p><u>Maximum 10 Points</u></p> <p>Two (2) points for each of the categories of work listed under M3 where the project summary for that category of work matches the depth and breadth of the tasks as outlined in the SOW in Annex A and includes all the information listed under M3 (if</p>		

	multiple project summaries are provided for any category of work then only the first project summary in the proposal will be considered)		
	<p>R2.3 Approach and Methodology - Detailed description of approach and methodology with regards to:</p> <ul style="list-style-type: none"> specifically provide an adequate description of services in both road accessible and remote communities; communication plan for project partners, particularly ensuring the DIAND Departmental Representative is well informed of the project progress and appraised of evolving issues throughout the course of the assigned work; program/requirement analysis and definition process; quality control of the service in each phase of the project; cost planning and control process; scheduling and time control process and; completeness of the team and percentage of time that key resources will spend on the project (see Annex B, Basis of Payment for list of categories); <p><u>Maximum 7 Points</u></p> <p>One (1) point for providing a detailed description of approach and methodology with regards to each bullet category listed under "Information to be supplied"</p>		
	<p>R2.4 - Administrative Coordination</p> <p>Provide a concise and clear description of the following:</p> <ul style="list-style-type: none"> the capability and capacity of the company to effectively coordinate a project; a clear understanding of the administrative format and requirements of the SOW; and experience in effectively and efficiently administering contractual agreements <p><u>Maximum 6 Points</u></p> <p>2 points for providing a concise and clear description for each bullet category listed under "Information to be supplied"</p>		
R.3 Projects – Contractor/ Firm Performance (Subtotal:35)	Provide details on experience, registration, and satisfactory performance on similar completed projects (First Nation, government and private sector) with emphasis on Manitoba and projects in remote locations.		

	<p>The contractor/firm performance as demonstrated in the five (5) written project summaries required for section M3.</p> <p>a. Maximum 10 Points: Projects described in the Project Summaries are in remote locations (no year round road access)</p> <p>Two (2) points for each project summary which were in remote locations</p> <p>b. Maximum 5 Points: Projects described in the Project Summaries involve multiple stakeholders (more than two parties)</p> <p>One (1) point for each project summary which involves multiple stakeholders</p> <p>c. Maximum 10 Points: Projects described in the Project Summaries involve experience utilizing local Aboriginal businesses and resources</p> <p>Two (2) points for each project summary which involves experience utilizing local Aboriginal businesses and resources</p> <p>d. Maximum 10 Points Projects described in the Project Summaries involve experience working with Aboriginal groups</p> <p>Two (2) points for each project summary which involves working with Aboriginal groups and explanations of the working relationships are provided</p>		
OVERALL TOTAL /76			

1.3 Financial Evaluation

- 1.3.1** A minimum score of 70% must be achieved in the evaluation of point rated technical criteria R1 – R3 in order for the offer to be considered for financial evaluation. Offers that fail to meet the minimum required score will be deemed non-responsive and given no further consideration.

2. Basis of Selection - Lowest Price Per Point

- 2.1** To be declared responsive, an offer must:

- (a) comply with all the requirements of the Request for Standing Offers;
- (b) meet all mandatory technical evaluation criteria; and
- (c) obtain the required minimum of 53 points overall (70%) for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 76 points.

- 2.2** Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. Responsive offer(s) with the lowest evaluated price(s) per point (based on overall average of the fixed hourly rates of the resource categories listed in C.1, including option years) may be recommended for issuance of a Standing Offer.

As a result of this proposal call, DIAND intends to award up to two (2) Standing Offer Agreements (SOA).

In a companion Request for Proposals (RFP) solicitation 1000170112, DIAND is seeking to establish up to four (4) SOAs.

In the event that fewer than four (4) SOAs are awarded under the companion solicitation 1000170112 to this solicitation, DIAND will increase the number of competitively awarded SOAs under this solicitation up to a total of six (6) SOAs overall.

PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

1. Certifications Required Precedent to Issuance of a Standing Offer and Certifications Required with the Offer

1.1 Certifications Required Precedent to Issuance of a Standing Offer

1.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the

“FCP Limited Eligibility to Bid” list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

1.1.3 Status and Availability of Resources

The Offeror certifies that, should it be issued a Standing Offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

1.1.4 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in the resulting Standing Offer.

1.2 Certifications Required with the Offer

Offerors must submit the following duly completed certifications with their offer (by the RFSO closing date).

1.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in [Annex 9.4](#), Requirements for the Set-aside Program for Aboriginal Business, of the *PWGSC Supply Manual*.
2. The Offeror:
 - i. certifies that it meets, and will continue to meet throughout the duration of the offer, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under the offer must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:

- () The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

- () The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

4. The Offeror must check the applicable box below:

- () The Aboriginal business has fewer than six full-time employees.

OR

- () The Aboriginal business has six or more full-time employees.

5. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.

6. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

7. If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".

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

Printed name of owner and/or employee

Signature of owner and/or employee

Date

PART 6 - INSURANCE REQUIREMENTS

1. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- 1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A"

2. Security Requirement

There is no security requirement applicable to this Standing Offer.

3. Standard Clauses and Conditions

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

3.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) Section 1, is amended as follows:
 - Delete: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer. The Standing Offer Authority will issue a document called "Standing Offer and Call-up Authority" to authorize Identified Users to make call-ups against the Standing Offer and to notify the Offeror that authority to make call-ups against the Standing Offer has been given to Identified Users".
 - Insert: "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of Canada in the management of the Standing Offer.
- c) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 3.

d) Section 5 is amended as follows:

Delete: "If applicable, Identified Users will use the form specified in the Standing Offer to order goods, services or both. Goods, services or both may also be ordered by other methods such as telephone, facsimile or electronic means. With the exception of call-ups paid for with a Government of Canada acquisition card (credit card), call-ups made by telephone must be confirmed in writing on the document specified in the Standing Offer.

Call-ups against the Standing Offer paid for with the Government of Canada acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up."

Insert: "Identified Users will use the call-up procedures and call-up form specified in the Standing Offer to order services".

4. Term of Standing Offer

4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to October 31, 2016.

4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to 2 (two) additional one year periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

5. Authorities

5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Kim Fletcher

Title: Senior Contracts Officer

Department of Indian Affairs and Northern Development

Directorate: Materiel and Assets Management Directorate

Address: 600 – 1138 Melville Street Vancouver, BC V6E 4S3

Telephone: 604 666 5216

Facsimile: 604 666 2485

E-mail address: kim.fletcher@aandc-aadnc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he/she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer. The Standing Offer Authority may also authorize a

representative to act on his/her behalf as Standing Offer Authority or Contracting Authority.

5.2 Departmental Authority

The Departmental Authority is:

Name: _____

Title: _____

Department of Indian Affairs and Northern Development

Directorate: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

The Departmental Authority is the individual responsible for requesting the establishment of the Standing Offer and for its administration. All requests to issue call-ups against the Standing Offer must be approved by the Departmental Authority.

5.3 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer include any employee of the Department of Indian Affairs and Northern Development Canada.

8. Number of Standing Offers

As a result from this proposal call, DIAND intends to award up to two (2) Standing Offer Agreement (SOA).

In a companion Request for Proposals (RFP) solicitation 1000170112, DIAND is seeking to establish up to four (4) SOAs.

In the event that fewer than four (4) SOAs are awarded under the companion solicitation 1000170112 to this solicitation, DIAND will increase the number of competitively awarded SOAs under this solicitation up to a total of six (6) SOAs overall.

9. Call-up Allocation and Procedures

9.1 Call-up Allocation

- 9.1.1** 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.
- 9.1.2** 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.

9.2 Call-up Procedures

- 9.2.1** Offerors will be contacted directly as described in 9.1.1 or on a rotational basis as described in 9.1.2 above.
- 9.2.2** 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.
- 9.2.3** 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.

- 9.2.4** 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.
- 9.2.5** The firm price, ceiling price or limitation of expenditure will be established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B"

- 9.2.6** Failure by the Offeror to submit a proposal in accordance with the time frame specified in 9.2.4 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.
- 9.2.7** 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.
- 9.2.8** 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.
- 9.2.9** 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.

10. Call-up Instrument

The Work will be authorized or confirmed using form INTRA 10-644, Call-up Against a Standing Offer.

11. Priority of Documents

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

- a) the Call-up against the Standing Offer, including any Annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- d) the Supplemental General Conditions 4007 (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information
- e) the General Conditions 2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity)
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment ;
- h) Annex C, Insurance Requirements;
- i) the Offeror's offer dated _____.

12. Certifications

12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

12.2 SACC Manual Clauses

12.2.1 SACC Manual Clause M3020C (2011-05-16) Status and Availability of Resources, applies to and forms part of the Standing Offer.

12.2.2 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Standing Offer Agreement.

13. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>.

2.1 General Conditions

2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions
- c) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

d) Section 10, Subsection 2 , paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".

Insert: "the project title, Standing Offer and Call-up number, the date, Procurement Business Number (PBN), deliverable/description of the Work, evidence of actual costs (cost reimbursable elements) and timesheets (if payment is based on hourly or per diem rates).

2.2 Supplemental General Conditions

2.2.1 Indemnification

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

2.2.2 4007 (2010-08-16) - Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information apply to and form part of the Contract.

3. Term of Contract

3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

5. Payment

5.1 Basis of Payment

One of the following Basis of Payment will form part of the resulting Call-up:

5.1.1 Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the

call-up, the Contractor will be paid the firm price stipulated in the call-up, calculated in accordance with Annex "B", "Basis of Payment", Customs duties are included, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

5.1.2. Ceiling Price

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work under the call-up, to the ceiling price specified in the call-up, which will be established in accordance with Annex "B", Basis of Payment. Customs duties are included, and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual charges and costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment specified in the call-up.

5.1.3 Limitation of Expenditure

1. The Contractor will be paid for Work performed pursuant to each approved call-up, in accordance with Annex "B", Basis of Payment. Canada's total liability to the Contractor under the Call-up must not exceed the Total Price specified in the Call-up.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.2 Method of Payment

One of the following methods of payment will form part of the resulting Call-up:

Single Payment (For All Basis of Payments Options)

Canada will pay the Contractor upon completion and delivery of the Work described in ANNEX "A" and in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

Monthly Payments (For Ceiling Price or Limitation of Expenditure)

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

Milestone Payments (For Firm Price Basis of Payment)

1. Milestone payments will be made in accordance with the Schedule of Milestone attached to the call up, upon the following terms and conditions:
 - a) invoices must be submitted to Canada in accordance with the instructions specified herein;
 - b) the invoice is approved by the Project Authority; and
 - c) all the Work required for the milestone claimed has been received and accepted by the Project Authority.
2. The balance of the amount payable will be paid following:
 - a) delivery and acceptance of the Work; and
 - b) the approval of the final invoice by the Project Authority

5.3 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$ _____.

5.4 Travel Time

The Contractor will not be reimbursed for travel time.

5.5 Other Direct Expenses

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

Estimated Cost: \$ _____.

5.6 Electronic Payment

Canada is phasing out cheques in favor of direct deposit by April 1, 2016. Therefore, all Canadians and Canadian businesses are encouraged to register for direct deposit as soon as possible to not miss the deadline. The electronic transfer allows Canada's payments to be deposited directly into a contractor's bank account. The Contractor is encouraged to register for [Electronic Direct Payment](http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435) (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) and to provide its account information upon request.

6. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7. Official Languages

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.

8. Joint Venture (if applicable)

8.1 The joint venture (the "Joint Venture") is comprised of the following members:

[List Joint Venture members]

8.2 _____ has been appointed as the "**Lead Member**" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to this Contract;

- 8.3 By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;
- 8.4 The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;
- 8.5 Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and
- 8.6 All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

9. T1204 - Direct Request By Department

- 1. Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

10. A3000C (2014-11-27) Aboriginal Business Certification apply to and form part of the contract.

ANNEX "A"

STATEMENT OF WORK

BACKGROUND

- 1.1 The Environmental Planning and Management Unit (EPM) is responsible for fulfilling the Aboriginal Affairs and Northern Development Canada's (AANDC) environmental obligations in the Manitoba region.
- 1.2 The Unit conducts activities in Environmental Site Reviews, Site Sampling Programs, Risk Management and Remediation Planning, Environmental Planning Services, and Environmental Awareness Services required to assess and manage environmental concerns and the associated risk to human health on reserve lands and lands selected to become reserve.

SW2 OBJECTIVES

- 2.1 To obtain Environmental Site Reviews, Site Sampling Programs, Risk Management and Remediation Planning, Environmental Planning Services, Environmental Awareness Services and on an as needed basis.

SW3 SCOPE OF WORK

The Contractor shall, on an as and when required basis, and as detailed in the call up issued by the Department:

3.1 General Requirements

- 3.1.1 Prepare a proposal outlining the project team to address the statement of work issued. Provide proof of qualifications, including c.v.'s for all individuals that will be involved in completing the works;
- 3.1.2 Propose a communication plan to ensure the departmental representative and any other appropriate contacts (e.g. Chief and Council) are informed as the work progresses;
- 3.1.3 With the assistance of the First Nation make arrangements to hire a First Nation member as a field assistant to support the project's field activities, ensuring that relevant training is provided along with opportunities for meaningful field experience;
- 3.1.4 Any scope of work change or budget adjustment must be approved PRIOR to the works being undertaken.

3.2 Team Composition

- 3.2.1 Provide a project team with all individuals having at a minimum the following amounts of relevant experience for their resource category:
 - a) Field Technician – 1 year
 - b) Scientist/Specialist – 3 years
 - c) GIS/Mapping Technician – 2 years
 - d) Engineers (registered with APEGM or outside of Manitoba) – 5 years
 - e) Supervisors (eg. project manager, project lead,) – 5 years
 - f) Administrative – Relevant number of years not applicable

3.3 Task 1 – Environmental Site Reviews

- 3.3.1 Review required information provided by Aboriginal Affairs and Northern Development Canada (AANDC) that is relevant to the site to ensure completeness of material and seek clarification or additional information if required.
- 3.3.2 Undertake the following types of environmental site reviews: Phase I Environmental Site Assessment in accordance with the latest version of the Canadian Standards Association's "Z768-01 Phase I Environmental Site Assessment", Environmental Audit in accordance with the latest version of the Canadian Standards Association's "Z773-0 Environmental Compliance Auditing", and hazardous building materials assessments;
- 3.3.3 Contact Chief and Council for the designated First Nation representative to make appropriate arrangements for a site visit (e.g. arranging for someone who is knowledgeable / familiar with the site) and associated interviews with individuals that are familiar with the current and/or historical use of the sites. Record the names of those interviewed and qualifications/relationship to the site being reviewed;
- 3.3.4 Review and analyse information obtained and draft a Report as per the reporting requirements stipulated in Annex E, Report Specifications. Include a detailed record of the site visit including, but not limited to, photographs, maps, diagrams, and notes on site specific observations.

Additionally, where the potential for site contamination is indicated by the available site information, the report shall include;

- a. description of the contaminant type and sources; and,
 - b. identification of the areas and media of concern that should be addressed by in future sampling programs.
- 3.3.5 Copies of all documentation obtained in the site review of the subject property are to be included in the appendices of the report.
 - 3.3.6 The Consultant is required to provide information on a site by site basis, including a breakdown of expenditures, even if a number of sites are addressed on a project basis;
 - 3.3.7 Incorporate edits, a second draft may be required depending on the scope of the comments. Once the draft has been accepted finalize the Report.

Task 2: Site Sampling Programs

- 3.4.1 Review required information provided by Aboriginal Affairs and Northern Development Canada (AANDC) that is relevant to the site to ensure completeness of material and seek clarification or additional information if required;
- 3.4.2 Conduct a preliminary field reconnaissance of each site prior to developing any intrusive investigation program. This field reconnaissance should take place prior to any significant snowfall which might impair visual observations. Contact Chief and Council for the designated First Nation representative to make appropriate arrangements for a site visit (e.g. arranging for someone who is

knowledgeable / familiar with the site);

- 3.4.3 Undertake the following types of site sampling programs: Phase II Environmental Site Assessment in accordance with the latest version of the Canadian Standards Association's "Z769-00 Phase II Environmental Site Assessment", Phase III Environmental Site Assessment in accordance with the requirements for "Step 5- Detailed Testing Program" in "A Federal Approach to Contaminated Sites", wastewater sampling in accordance with the "Protocol for Centralised Wastewater Systems in First Nations Communities", drinking water sampling in accordance with the "Protocol for Centralised Drinking Water Systems in First Nations Communities, hazardous materials sampling in accordance with the "Canada Occupational Health and Safety Regulations (SOR/86-304)";
- 3.4.4 Should it be determined during the assessment the site requires immediate interim actions to ensure human health and the environment are not imminently compromised, prepare a workplan and cost estimate for implementation;
- 3.4.5 Dispose of any generated tailings, purge water, and wastes at an appropriate disposal or treatment facility. All intrusive sampling locations must be appropriately backfilled when no longer used;
- 3.4.6 Prepare a draft Report as per the reporting requirements stipulated in Annex E. The report must include, but not limited to, the following:
 - detailed description of the methods employed, results obtained and interpretation of findings); and,
 - where contamination is confirmed, the contaminated site shall be classified using the most recent version of the CCME National Classification System (NCS) for Contaminated Sites.
- 3.4.7 The Consultant is required to provide information on a site by site basis, including a breakdown of expenditures, even if a number of sites are addressed on a project basis;
- 3.3.8 Incorporate edits, a second draft may be required depending on the scope of the comments. Once the draft has been accepted finalize the Report.

3.4 Task 3 – Risk Management and Remediation Planning

- 3.5.1 Develop risk management plans and remedial action plans where required for the site;
- 3.5.2 A minimum of three (3) conceptual options (options must be significantly different from each other) for the remediation and/or risk management of the site and their respective "Class B" cost estimates (see Annex D, Additional Task Guidelines) shall be included with costs broken into major activities required. Costs shall account for remediation and/or risk management activities as well as associated cost of decommissioning, demolition (or alternatives to demolition) and/or replacement of any infrastructure on site. The following cost estimates may be included where applicable:
 - proposed additional (confirmatory) investigations/studies required to minimize risk and/or expedite remedial processes associated with project implementation and/or address any outstanding issues related

- to reclamation design;
 - decommissioning of existing fuel storage facility inclusive of hauling and destruction of non-compliant fuel tanks/accessories;
 - demolition and removal of hazardous waste material;
 - alternative containment and remedial options in cases where surface water/groundwater may become an impediment to project completion;
 - site specific alternative soil and groundwater treatment methodologies; and/or
- prepare an assessment of the demolition and alternatives to demolition of site structures where applicable.

- 3.5.3 Evaluate and compare alternative options on the basis of: implementation costs and time requirements, invasiveness, proven effectiveness of the remedial options in meeting the selected criteria, applicability to site conditions, complexity, risks to human health and the environment, property ownership and/or interest type, ongoing operation and maintenance costs, off-site contamination risks and the most socially acceptable approach/method. Identify the preferred option;
- 3.5.4 Review and analyse information obtained and draft a Report as per the requirements stipulated in Annex D, Section 2 and Annex E;
- 3.5.5 The Consultant is required to provide information on a site by site basis, including a breakdown of expenditures, even if a number of sites are addressed on a project basis;
- 3.5.6 Incorporate edits, a second draft may be required depending on the scope of the comments. Once the draft has been accepted finalize the Report.

3.5 Task 4: Environmental Planning Services:

- 3.6.1 Review required information provided by AANDC that is relevant to the site to ensure completeness of material and seek clarification or additional information if required;
- 3.6.2 Conduct a preliminary field reconnaissance of each site prior to developing any intrusive investigation program. This field reconnaissance should take place prior to any significant snowfall which might impair visual observations. Contact Chief and Council for the designated First Nation representative to make appropriate arrangements for a site visit (e.g. arranging for someone who is knowledgeable / familiar with the site);
- 3.6.3 Undertake the following types of environmental planning projects: solid waste options feasibility study, waste water options feasibility study, environmental impact assessment, community solid waste management planning, watershed protection planning, species at risk population and habitat studies, mapping and addressing environmental issues and concerns, natural resource management, sustainable development initiatives; and sustainable energy feasibility studies;
- 3.6.4 Review and analyse information obtained and draft a Report as per the requirements stipulated in Annex E;

- 3.6.5 The Consultant is required to provide information on a site by site basis, including a breakdown of expenditures, even if a number of sites are addressed on a project basis;
- 3.6.6 Incorporate edits, a second draft may be required depending on the scope of the comments. Once the draft has been accepted finalize the Report.

3.6 Task 5: Environmental Awareness Services

- 3.7.1 Review required information provided by AANDC that is relevant to the site to ensure completeness of material and seek clarification or additional information if required;
- 3.7.2 Undertake the following types of environmental awareness projects: conducting environmental capacity development programs, preparing and distributing printed material and promotional items, hosting environmental awareness sessions, preparing and distributing electronic communications, conducting environmental telecommunications activities;
- 3.7.3 Review and analyse information obtained and draft a Report as per the requirements stipulated in Annex E;
- 3.7.4 Incorporate edits, a second draft may be required depending on the scope of the comments. Once the draft has been accepted finalize the Report.

SW4 OUTPUT/DELIVERABLE

The Contractor shall:

- 4.1 Submit one (1) electronic copy (PDF format) of each project proposal to the Departmental Representative within fourteen (14) calendar days following receipt of each individual Request for Services call-up document;
- 4.2 Submit one (1) electronic copy (PDF format) of each revised project proposal (as applicable) to the Departmental Representative within five (5) working days following return of comments on original proposal;
- 4.3 Meet with the Departmental Representative within five (5) days following award of call-up to review scope of work and develop a preliminary workplan;
- 4.4 Submit one (1) electronic copy (PDF format) of each draft report to the Departmental Representative in accordance with the submission dates specified in each individual call-up document; and,
- 4.5 Submit one (1) electronic copy (PDF format) of each final report to the Departmental Representative in accordance with the submission dates specified in each individual call-up document.

SW 5 DEPARTMENTAL SUPPORT

The Departmental Representative will:

- 5.1 Provide the Contractor with project specific requirements within the bounds of this agreement in the form of an unsigned "Call-up Against a Standing Offer" document;
- 5.2 Review the Contractors' proposal(s) and provide the Contractor with written notification of rejection, or requested modifications within fifteen (15) days following receipt of the Contractor's written proposal;
- 5.3 Meet with the Contractor within five (5) days following award of call-up to review scope of work and develop a preliminary workplan;
- 5.4 Electronic copies of National Topographic Series (NTS) Sheets (1:50,000 Scale), or mutually agreed to equivalent, that depicts the location and boundaries of identified sites when required;
- 5.5 Review and feedback of draft reports ten (10) days after receipt of the draft report;
- 5.6 Provide contact information for a First Nation representative when required;
- 5.7 Provide any supplementary information that the department might have on file for the identified sites; and
- 5.8 Provide any additional feedback, as and when required, to clarify areas of ambiguity related to the location or boundaries of identified sites.

SW 6 CONTRACTOR'S PROPOSAL

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

ANNEX "B"
BASIS OF PAYMENT

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

Resource Type	Fixed Hourly Rate to October 31, 2016
Lead Engineer [Certified as per the Association of Professional Engineers and Geoscientists of Manitoba (APEGM)]	
Field Technician	
Scientist/Specialist	
GIS/Mapping Technician	
Engineers (not registered with APEGM)	
Supervisor (eg: project manager, project lead etc...)	
Administrative	

Option to Extend the Contract

During the extended period(s) of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

Resource Type	Fixed Hourly Rate Option Year One (November 1, 2016 to October 31, 2017)	Fixed Hourly Rate Option Year Two (November 1, 2017 to October 31, 2018)
Lead Engineer [Certified as per the Association of Professional Engineers and Geoscientists of Manitoba (APEGM)]		
Field Technician		
Scientist/Specialist		
GIS/Mapping Technician		
Engineers (not registered with APEGM)		
Supervisor (eg: project manager, project lead etc...)		
Administrative		

Note:

- The following costs, as specified in this Statement of Work and as applicable, shall be included in the fixed hourly rates submitted by the Contractor and shall not be reimbursed separately:
 - a. estimated field investigations requirements as outlined in Annex A, Section 4;
 - b. reproduction and delivery costs of drawings, CADD files, specifications, and other technical documentation specified in this Statement of Work;
 - c. standard office expenses such as photocopying, computer costs, Internet access and use, cellular phone costs, long distance telephone and fax costs, including that between the Contractor's main office and branch offices or other team members offices;
 - d. courier and delivery charges for specified deliverables;
 - e. equipment used to geo reference boreholes and test pits (i.e. survey/GPS equipment);
 - f. plotting in association with CADD, GIS or other graphic files;
 - g. presentation material;
 - h. parking fees;
 - i. travel time; and
 - j. local project office.

ANNEX C

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX D

ADDITIONAL TASK GUIDELINES

1.0 INTRODUCTION

Generally, the scope for each type of environmental service in this project includes the tasks and associated activities as outlined in the Statement of Work at Annex A with some additional task guidelines included in this Annex.

Section 3 outlines the field investigation protocols to be used in conjunction with the environmental site assessments.

2.0 REMEDIAL ACTION PLAN/RISK MANAGEMENT PLAN

The scope for Remedial Action Plans/Risk Management Plans (RAPs/RMPs) to be carried out is outlined below. Generally, the RAP/RMP for a site will evaluate remediation alternatives and recommend a preferred alternative that can be used as a blueprint in future site redevelopment.

The RAP/RMP may also develop site-specific remedial objectives for the alternatives. Any land use restrictions, caveats related to the site development, or other impediments should be specified including identifying who is to be made aware of these restrictions and responsible for implementing them. If follow-up sampling is required to verify that receptors are not being impacted, these requirements will be clearly identified. In cases where remedial works are necessary, the Consultant will identify the specific works required and how and when these works should be implemented (preliminary design stage with full descriptions of all components required for implementation and costs). If the risk management plan includes containment and isolation, the site-specific standards should be developed on this basis and they should be included, along with methodology for the development of the standards.

The report should also include:

- summarize data from previous site investigations;
- identify contaminants of concern;
- identify the media affected (i.e. soil, groundwater);
- identify, quantify, and characterize the materials that require remediation/risk management;
- summarize remedial options considered and the rationale for selection of the specific remedial/risk management option chosen (a combination of more than one remediation technology may be used where recommended due to site constraints);
- describe the selected remedial/risk management option in detail, including where applicable, extent of impact, estimated excavation limits and volumes, dewatering method, soil and water disposal, and source and type of backfill material if required;
- assess suitability of any existing landfarm for soil disposal including upgrade requirements and associated Class “B” upgrade costs;
- identify any potential impacts of remedial/risk management option on the First Nation and other affected communities;
- the type and capacity of equipment required the time required to complete the remediation and/or risk management measures
- identify control measures to minimize air emissions, control surface water, and minimize the risk to worker health and safety;

- detail a contingency plan in the event that contaminants are released into the environment;
- identify the fate of residual contaminants;
- describe remedial verification, long-term monitoring and closure program (if applicable);
- estimate the quantity of groundwater that would have to be treated or handled during remediation, if the excavation of the contaminated soil is to be the preferred remediation option;
- identify the chain of communications to ensure no inadvertent exposures occur during routine site maintenance and potential future redevelopment; and
- outline safety procedures to be practiced during implementation of the remediation/risk management measures; and

3.0 FIELD INVESTIGATION PROTOCOLS

3.1 Site Visits

The Consultant shall visit the site only when accompanied by a First Nation designate or with prior approval from Chief and Council.

A subsurface drilling plan should be submitted and utilized for implementation and scheduling of all drilling activities.

3.2 Drilling Methods

Advance boreholes to auger/drill refusal, or limit of contamination in order to define the extent and magnitude of the contaminant plume.

Log the soil stratigraphy of each borehole at regular intervals and changes in soil type.

Boreholes should be advanced with at a minimum, a standard 100 mm diameter mobile rig and a split spoon sampler (preferred) or solid stem auger. Equipment must be able to confirm refusal at bedrock. Tailings generated from drilling activities will be disposed of as per CSA Z769 Phase II ESA guidelines. In addition, all activities must conform to Manitoba Conservation's guidelines for "Environmental Site Investigations in Manitoba" (<http://www.gov.mb.ca/conservation/envprograms/contams/standards/guideline-98-01-may02-2002.pdf>)

3.3 Groundwater Monitoring Wells

Wells will be installed accordance with CSA Z769 Phase II ESA guidelines which will include consideration of lockable caps, proper hazard markings, bentonite collars, backfill, casings, etc.

Install ground water monitoring wells down-grade from identified plumes to assess migration, direction, and possible impacts to groundwater. At each proposed monitoring well location, chemical analysis for contaminants of concern will be completed and compared with CCME guidelines.

3.4 Test Pit Methods

Log the soil stratigraphy of each test pit at regular intervals and changes in soil type.

Soil excavated from test pits will be disposed of as per CSA Z769-00 Phase II ESA guidelines. All excavated sites shall have appropriate markings and site security. Excavated test pits will be backfilled in a safe and appropriate manner.

3.5 Soil Sampling

Soil samples shall be taken at 0.75 m intervals or at each stratigraphic change (soil interface), from each borehole and where appropriate test pits, except as indicated for surface sampling requirements. In most cases, geophysical properties will be identified through carefully logging of the soil stratigraphy at regular intervals during drilling.

Characterize soil at a site by completing a minimum one grain size analysis on representative samples for each site.

Where appropriate, obtain representative surface soil samples from within first 5 cm below grade. Complete chemical analysis of representative samples for contaminants at an accredited laboratory.

Split samples are to be used for all soil samples. Specifically, representative portions of each soil sample must be divided in half, with one half being retained for laboratory analysis and the other half used for vapour screening. Appropriate quality control and assurance of samples must be implemented to minimize the loss of volatile vapours. Sampling shall follow a grid sampling plan or other approved method and include standard quality control procedures.

3.6 Field Screening

Field screen soil samples at regular intervals from each borehole and test pit (where appropriate) for hydrocarbon concentrations as described below.

Soil vapour surveys (i.e. photo ionization detector, HNU) are to be used in the field to identify “hot spots”, and serve as a screening tool to optimize the analyses of representative soil samples.

3.7 Laboratory Analysis

Soil samples which receive the highest field screening vapour readings must be submitted for laboratory analysis. Lab analyses results shall be included in the assessment report.

The total number of samples submitted for lab analysis must be sufficient to fulfill necessary data requirements for mapping out contaminated soil and plumes at the site.

All samples submitted for laboratory analysis must be submitted to a Canadian Association of Environmental Analytical Laboratories (CAEAL) accredited and certified laboratory.

3.8 Mapping

Conduct a total station survey to tie in surrounding development, infrastructure and location of each borehole/test pit. Information to be utilized to establish elevation based site plans. Include specific GPS reference points for site location and identification. Georeferencing locations to survey grade accuracy (not less than 3 cm horizontal and 5 cm vertical) using GPS instrumentation and providing the georeferenced locations in ESRI ArcGIS shape file format in UTM, NAD83 datum.

4.0 - CLASSES OF COST ESTIMATES

4.1 CLASS “A” ESTIMATE

This is a detailed estimate based on quantity take-offs from final drawings and specifications. It is used to evaluate tenders or as a basis of cost control during day-labour construction.

4.2 CLASS “B” ESTIMATE

This estimate is prepared after site investigations and studies have been completed and the major system designed. It is based on a Project Brief and preliminary design. It is used for obtaining approvals, budgetary control and design cost control.

4.3 CLASS “C” ESTIMATE

This estimate, which is prepared with limited site information, is based on probable conditions affecting the project. It represents the summation of all identifiable project component costs. It is used for program planning, to establish a more specific definition of client needs and to obtain approval in principle.

4.4 CLASS “D” ESTIMATE

This is a preliminary estimate, which, due to little or no site information, indicates the approximate magnitude of cost of the proposed project, based on the client's broad requirements. This overall cost estimate may be derived from lump sum or unit costs as identified in the construction cost manual for a sim

ANNEX E

REPORT SPECIFICATIONS

1.1 Utilize the following report format in the preparation of all reports produced throughout the duration of the Standing Offer Agreement:

- a. an executive summary;
- b. introduction/background;
- c. methodology;
- d. results (where possible provide tabular data in graphical format);
- e. interpretations;
- f. conclusions and recommendations;
- g. references; and,
- h. appendices.

1.3 Ensure that all reports produced under the Standing Offer Agreement include any and all applicable and associated information and data. Information/data includes, but is not limited to:

- a. baseline information;
- b. description of investigative procedures employed including borehole logs, field soil screening results, laboratory test results and quality control analysis;
- c. subcontracted services reports (i.e. geophysical surveys etc.);
- d. laboratory test results summarized in tables with the applicable environmental quality criteria and/or standards used for the numerical comparison;
- e. laboratory certificates of analysis;
- f. description of the overall quality/quantity of the site data (i.e. adequate replicates; surrogate recoveries; detection limits; number of samples/media; are the data representative of site contamination?);
- g. laboratory QA/QC results;
- h. on-site screening test results correlated to and illustrated (i.e. tables and graphs) with the confirmatory sample results;
- i. borehole stratigraphic logs;
- j. well installation logs;
- k. detailed well location descriptions (UTM, NAD83);
- l. detailed sampling point location descriptions (UTM, NAD83);
- m. colour site photographs, referenced to site plan:
 - i. overall site layout;
 - ii. distinctive site features;
 - iii. typical site sampling location;
 - iv. typical well installation; and,
 - v. features of particular concern/interest.
- n. site maps/drawings indicating location and general layout of site:
 - i. location maps shall be of an appropriate scale, not larger than 1:250,000;
 - ii. site drawings shall be of an appropriate scale, not larger than 1:2,000;
 - iii. all maps, drawings etc. shall include a directional reference and scale;
 - iv. groundwater elevations, contours, directions of flow and areal extents of soil and groundwater impacts;
 - v. site drawings shall indicate all sampling locations, well installations, boreholes etc. in plan and section;
 - vi. site drawings shall include all existing buildings, structures, roads, trails, adits, shafts, trenches, drainages, airstrips, fences, power lines, wells, disposal areas etc.;
 - vii. site drawings shall indicate all former locations of dismantled, removed and buried features;
 - viii. site maps outlining surface water; and

- ix. elevation and map views of the contaminated plume(s) of all contaminated areas, once delineated;
- x. and include features collected as points, lines or polygons (any closed surface area with 3 or more lines). For example, a contaminated site should be mapped as a polygon of the perimeter, whereas geographic features such as streams, roads and trails should be mapped as lines, and wells and storage tanks as points. Each feature collected should be given coded attributes (ST = stream, LK= lake, etc.) while in the field, predetermined as part of its intended use.
- o. legal description and interests