



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics
et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Title - Sujet Ground&Surface Water Monitoring	
Solicitation No. - N° de l'invitation EN438-167006/A	Date 2016-10-07
Client Reference No. - N° de référence du client EN438-16-7006	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-519-7019	
File No. - N° de dossier KIN-6-46118 (519)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-01	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Choquette, Herb	Buyer Id - Id de l'acheteur kin519
Telephone No. - N° de téléphone (613) 536-4874 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Stony Point First Nations, Ontario	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF BIDS.....	5
2.3 FORMER PUBLIC SERVANT.....	5
2.4 ENQUIRIES - BID SOLICITATION	7
2.5 APPLICABLE LAWS	7
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	7
2.7 MANDATORY SITE VISIT	8
PART 3 - BID PREPARATION INSTRUCTIONS.....	9
3.1 BID PREPARATION INSTRUCTIONS	9
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 EVALUATION PROCEDURES.....	10
4.2 FINANCIAL EVALUATION.....	10
4.3 BASIS OF SELECTION - MANDATORY FINANCIAL CRITERIA	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE BID	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	13
PART 6 - RESULTING CONTRACT CLAUSES	15
6.1 STATEMENT OF WORK.....	15
6.2 STANDARD CLAUSES AND CONDITIONS	18
6.3 SECURITY REQUIREMENTS.....	18
6.4 TERM OF CONTRACT	18
6.5 AUTHORITIES	18
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	19
6.7 PAYMENT	19
6.8 INVOICING INSTRUCTIONS	20
6.9 CERTIFICATIONS	20
6.10 APPLICABLE LAWS.....	21
6.11 PRIORITY OF DOCUMENTS	21
6.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR).....	21
6.13 INSURANCE REQUIREMENTS	21
6.14 SACC MANUAL CLAUSES	22
6.15 DEFENCE CONTRACT	22
6.16 NON-DISCLOSURE AGREEMENT	22
ANNEX “A”, STATEMENT OF WORK.....	23
1.0 PURPOSE	23
2.0 LOCATION AND DESCRIPTION.....	23
3.0 PREVIOUS ENVIRONMENTAL STUDIES	23
4.0 OBJECTIVES.....	25
5.0 SCOPE OF WORK.....	26
6.0 DOCUMENTATION REVIEW	26

Solicitation No. - N° de l'invitation
EN438-167006/A
Client Ref. No. - N° de réf. du client
EN438-16-7006

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46118

Buyer ID - Id de l'acheteur
KIN519
CCC No./N° CCC - FMS No./N° VME

7.0	SITE RECONNAISSANCE	26
8.0	GROUNDWATER AND SURFACE WATER SAMPLING	26
	TABLE 8.1	28
	TABLE 8.2	31
9.0	REPORTING.....	31
10.0	RESPONSIBILITY AND GENERAL REQUIREMENTS	32
11.0	HEALTH AND SAFETY PLAN	34
12.0	CHANGES TO THE SCOPE OF WORK.....	34
13.0	TERMS AND CONDITIONS.....	34
14.0	SUBMITTALS, MEETINGS AND DELIVERABLES.....	35
15.0	TIMELINES	36
16.0	REFERENCES	36
17.0	ENVIRONMENTAL SITE REPORTS:	36
18.0	LEGISLATIVE DOCUMENTS	37
	FIGURE 1: MONITORING WELL LOCATIONS	38
	FIGURE 2 : SURFACE WATER SAMPLING SITES:.....	39
	APPENDIX A. GLOSSARY OF TERMS	40
	APPENDIX B, PRELIMINARY SOIL, GROUNDWATER (GW) AND SURFACE WATER (SW) GUIDELINES FOR THE PROTECTION OF ENVIRONMENTAL AND HUMAN HEALTH AT MILITARY TRAINING SITES – ENERGETICS.....	42
	ANNEX “B”, BASIS OF PAYMENT	43
	ANNEX “C”, INSURANCE REQUIREMENTS	46
	ANNEX “D”, DND 626 TASK AUTHORIZATION FORM.....	49
	ANNEX “F”, NON-DISCLOSURE AGREEMENT	52
	ANNEX “G” TO PART 3 OF THE BID SOLICITATION, ELECTRONIC PAYMENT INSTRUMENTS	53

PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Aboriginal Participation Component, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the DND 626 Task Authorization Form and the Non-disclosure Agreement.

1.2 SUMMARY

1.2.1 The Department of National Defence requires one Task Authorization Contract (TAC) to conduct water sampling and testing of ground and surface water as stated in Annex "A" at Stony Point First Nations, Ontario.

The term of the contract will be from date of award until 31 March 2019.

The Contractor will be responsible for ensuring all personnel, equipment, and technical expertise required to carry out work describes in this TAC and subsequent Task Authorizations (TAs) are available and meet all regulations and standards applicable to the work.

Specific details of the Work will be communicated in subsequent TAs. Activities will be conducted on an "as and when requested" basis, as determined by the DND Project Manager (DND PM).

1.2.2 There are no security requirements associated with this requirement.

1.2.3 Set-aside under the Procurement Strategy for Aboriginal Business (A3002T)

This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Annex 9.4 of the *Supply Manual*.

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

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

1.2.5 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [*Federal Contractors Program for Employment Equity - Certification*](#).

1.2.6 The requirement is subject to a preference for Canadian goods and/or services

1.2.7 Aboriginal population is the primary recipient or end user of the goods or services. The Contractor must provide a minimum of one of the benefits included in the Aboriginal Participation Component listed in Annex "E" of the Contract.

"Aboriginal Population" means

- i. an area, or community in which Aboriginal people make up at least 80 percent of the population;
- ii. a group of people for whom the procurement is aimed in which Aboriginal people make up at least 80 percent of the group

1.2.8 There is a mandatory site visit associated with this requirement consult Part 2 – Bidder Instructions.

1.3 DEBRIEFINGS

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

All instructions, clauses and conditions identified in the bid solicitation 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.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

"Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

3. List of Names

"Subsection 3.a) of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSA), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names ".

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 SUBMISSION OF BIDS

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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 Bidder a FPS in receipt of a pension? Yes () No ()

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

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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.

2.4 ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed all Bidders may not be answered by Canada.

2.5 APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

Solicitation No. - N° de l'invitation
EN438-167006/A
Client Ref. No. - N° de réf. du client
EN438-16-7006

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46118

Buyer ID - Id de l'acheteur
KIN519
CCC No./N° CCC - FMS No./N° VME

2.7 MANDATORY SITE VISIT

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at Stony Point on 27 October 2016. The site visit will begin at 11:00 a.m. EDT outside the front entrance. This is an active construction site so hard hats, reflective vests and safety boots must be worn during the site visit. There is a risk of coming in contact with poison ivy during the site visit so non-porous pants or high boots should be worn. At the end of the site visit there will be a decontamination station set up to rinse off any poison ivy from clothing.

Bidders must communicate with the Contracting Authority no later than 3:00 p.m. EDT on 21 October 2016 to confirm attendance and provide the name(s) of the person(s) who will attend. Bidder's that have not confirmed they will be attending may not be admitted to the site. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copy)
Section II: Certifications (1 hard copy)

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete ANNEX "G" Electronic Payment Instruments, to identify which ones are accepted.

If ANNEX "G" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section II: Certifications

Bidders must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- 4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2** An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3** The evaluation team will determine first if there are two (2) or more bids with a valid Canadian content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.2 FINANCIAL EVALUATION

4.2.1 Mandatory Financial Criteria

Bidders must provide pricing for all items in accordance with Annex "B", Basis of Payment or they will be non-compliant and receive no further evaluation consideration.

4.2.2 Evaluation of Price - Canadian / Foreign Bidders

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2.3 Calculation of Evaluated Price

Bidder's unit pricing will be multiplied by the corresponding estimated usage to calculate the extended item price. The Evaluated Price will be calculated by adding all extended item pricing for all pricing periods and pricing basis.

4.3 Basis of Selection - Mandatory Financial Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 CERTIFICATIONS REQUIRED WITH THE BID

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

5.1.2.2 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract 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 Bidder must check the applicable box below:
 - i. ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. ☐ The Bidder 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 Bidder must check the applicable box below:
 - i. ☐ The Aboriginal business has fewer than six full-time employees.
OR
 - ii. ☐ The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder 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 Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Inteligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969#afed).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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 5 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.

5.2.3.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting 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 Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability

5.2.3.3 Education and Experience

SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

Solicitation No. - N° de l'invitation

EN438-167006/A

Client Ref. No. - N° de réf. du client

EN438-16-7006

Amd. No. - N° de la modif.

File No. - N° du dossier

KIN-6-46118

Buyer ID - Id de l'acheteur

KIN519

CCC No./N° CCC - FMS No./N° VME

5.2.3.4 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder 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 - RESULTING CONTRACT CLAUSES

Text in italics will be deleted from the resulting contract.

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The **Project Administrative Authority** will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex "D".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the **Project Administrative Authority**, within the specified number of calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the **Project Administrative Authority** has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.1.2.2 Task Authorization Limit

The Project Administrative Authority may authorize individual task authorizations up to a limit of \$100,000.00 Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Administrative Authority and PWGSC Contracting Authority before issuance.

6.1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" for Aboriginal Contractor means 5% of the Maximum Contract Value including HST.

2. Canada will request Work in the amount of the Minimum Contract Value or, at Canada's option, pay the Contractor at the end of the Contract in accordance with paragraph 3, subject to paragraphs 4 or 5. In consideration, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. a) In the event that Canada has not requested Work in the amount of the Minimum Contract Value by the end of Period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested during the Period of the Contract.

b) Should the Contract be terminated for convenience, the difference between the Minimum Contract Value and the total cost of the Work requested during the Period of the Contract will be calculated by dividing the Minimum Contract Value by the number of months in the Period of the Contract, then multiplied by the number of elapsed months, or part thereof, at the time of contract termination.

Example: a one year Period of Contract with a Maximum Contract Value of \$12,000,000, with a Minimum Contract Value of 10 %, and a termination for convenience within 4.5 months of Contract award:

$\$12,000,000 \times 10\% = \$1,200,000$ Minimum Contract Value/12 months = $\$100,000 \times 4.5$ months = \$450,000.

4. In the event of a termination for convenience by Canada, Canada's only obligation to the Contractor will be to pay the greater of the costs under the termination for convenience clause or the amount determined in paragraph 3 b) above.
5. Canada will have no obligation to the Contractor under this clause:
 - i. if Canada terminates the Contract in whole or in part for default; or
 - ii. if Canada has requested work in the amount of the Minimum Contract Value.

6.1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain for each authorized task:

the authorized task number or task revision number(s);

a title or a brief description of each authorized task;

the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;

the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;

the start and completion date for each authorized task; and

the active status of each authorized task, as applicable.

For all authorized tasks:

the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and

the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.1.2.6 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the DND Project Manager (DND PM named in the Task Authorization). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

6.2 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(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 SECURITY REQUIREMENTS

There are no security requirements applicable to this Contract.

6.4 TERM OF CONTRACT

6.4.1 Period of the Contract

The period of the Contract is from date of award to 31 March 2019 inclusive.

6.4.2 Delivery Points

Delivery of the requirement will be made to Stony Point First Nations, Ontario. All reports must be sent to the Department of National Defence Project Manager.

6.5 AUTHORITIES

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Herb Choquette
Title: Team Leader – Acquisitions
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 86 Clarence St, 2nd Floor
Kingston, Ontario, K7L 1X3
Telephone: 613-536-4874
Facsimile: 613-545-8067
E-mail address: Herb.Choquette@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Department of National Defence Project Manager (DND PM)

The Department of National Defence Project Manager (DND PM) for the Contract will be specified on each Task Authorization.

The DND PM is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the DND PM; however, the DND PM has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Project Administrative Authority

(Contact information to be provided at contract award.)

The Project Administrative Authority is responsible for issuing and amending all task authorizations valued up to \$100,000.00 including HST.

6.5.4 Contractor's Representative (*Bidder to fill in*)

Name: _____
Telephone: _____
Facsimile: _____
Email: _____

6.6 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.

6.7 PAYMENT

6.7.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$406,800.00 Customs duties are included and Applicable Taxes are included.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.

4. 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.

6.7.4 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

6.7.4 Electronic Payment of Invoices – Contract (*PWGSC will insert instruments indicated by Bidder*)

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

Visa Acquisition Card;

MasterCard Acquisition Card;

Direct Deposit (Domestic and International);

Electronic Data Interchange (EDI);

Wire Transfer (International Only);

6.7.5 T1204 - Direct Request by Customer Department

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

6.7.6 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12) Time Verification

6.8 INVOICING INSTRUCTIONS

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the invoices, receipts, vouchers for all direct expenses

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. one (1) copy must be forwarded to the consignee

6.9 CERTIFICATIONS

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9.3 SACC Manual Clause

SACC Manual clause A3000C (2014-11-27) Aboriginal Business Certification
SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

6.10 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

6.11 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 Articles of Agreement;
- (b) [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services,
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, DND 626 Task Authorization Form
- (g) Annex E, Aboriginal Participation Component
- (h) Annex F, Non-disclosure Agreement
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award.*), as clarified on _____ "or", as amended on _____ "and insert date(s) of clarification(s) or amendment(s)".

6.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

6.13 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. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less

Solicitation No. - N° de l'invitation
EN438-167006/A
Client Ref. No. - N° de réf. du client
EN438-16-7006

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46118

Buyer ID - Id de l'acheteur
KIN519
CCC No./N° CCC - FMS No./N° VME

than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 SACC MANUAL CLAUSES

A0285C (2007-05-25) Workers Compensation
A9062C (2011-05-16) Canadian Forces Site Regulations

6.15 DEFENCE CONTRACT

A9006C (2012-07-16) Defence Contract

6.16 NON-DISCLOSURE AGREEMENT

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "F", and provide it to the DND Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

ANNEX “A”, STATEMENT OF WORK

1.0 PURPOSE

- 1.1 The Department of National Defence (DND) requires an environmental consulting firm to sample and report on surface water and groundwater quality in Stony Point, Ontario (referred to as the Site there after).
- 1.2 DND will oversee implementation of the work outlined within this Statement of Work (SOW) and PSPC will administer the contract.

2.0 LOCATION AND DESCRIPTION

- 2.1 In 1942, the Stony Point Indian Reserve was appropriated under the War Measures Act to establish an advanced military training facility known as Camp Ipperwash (DND, 2010). The Site is approximately 80 kilometres (km) west of London, Ontario and 19 km south of Grand Bend, Ontario. Ipperwash Provincial Park, established in 1936 and consisting of a land base and a water lot, is located along the shoreline in the western corner adjacent to the Site (DND, 2010). Private permanent and seasonal residences and the small community of Port Franks are situated north and east of the Site, respectively. The majority of the land surrounding the Site is used for agriculture and forestry.
- 2.2 Former Camp Ipperwash includes a small built-up area (BUA) in the southwest corner and small arms ranges along the southern boundary. Buildings in the BUA are typically wood frame “H” hut style barrack blocks built in the late 1940s and 1950s. The buildings were used for accommodation, administration, messing, and maintenance to support camp training operations. The remainder of the site is mainly a forested training area (TA), with clearings to provide access roads, an anti-tank range, a demolition area, and two rectangular sewage lagoons. North and east of the buildings and adjacent to the shoreline, mature re-growth of coniferous pine occurs on a series of sand dunes with interspersed lakes, ponds, and creeks.

3.0 PREVIOUS ENVIRONMENTAL STUDIES

- 3.1 In 2015 a Phase II CSI was completed by CH2MHILL that investigated 107 Potential Area of Environmental Concern (PAECs). Investigation activities included the collection of soil, groundwater, sediment, and surface water samples, or a combination thereof, at 382 locations. The following is an overview of the investigation activities completed:
- 127 boreholes (46 in the Built-up Area [BUA] and 81 in the Training Area [TA])
 - 86 monitoring wells (27 in the BUA and 59 in the TA)
 - 69 monitoring wells installed within the Site for environmental investigation purposes
 - 17 monitoring wells (2 individual, 6 double nested, and 1 triple nested) installed at the Site for hydrogeological assessment purposes
 - 9 test pits used to investigate the waste sites (PAECs 4030, 4070, and 4180) and 1 other PAEC
 - 121 surface soil samples (49 in the BUA and 72 in the TA)
 - 38 sediment samples (all in the TA)
 - 10 surface water samples

- 3.2 Based on the site-specific stratigraphy information, the three investigated hydrogeological units at the Site were (1) the surficial unconfined aquifer, composed of surficial fill materials, low-permeable weathered silty clay till, and sand, (2) the unweathered silty clay till aquitard, low-permeability unit underlying the surficial aquifer across the Site, and (3) the shallow bedrock aquifer occurring within the upper layer of fractured bedrock. 83 newly installed wells were instrumented within the surficial aquifer, with 3 monitoring wells located within the shallow bedrock aquifer. The groundwater measurements collected across the Site on July 23 and 29, August 6 and 18, and September 15 and 16, 2014, indicated that the water table was encountered from 0.11 metres below ground surface (mbgs) for the shallow aquifer to 8.32 mbgs¹ for the shallow bedrock aquifer, the average depth to groundwater for the shallow unconfined aquifer was calculated to be 2.60 mbgs, and groundwater generally flowed to the north, towards Lake Huron, in both the surficial and bedrock aquifers.
- 3.3 Groundwater in the BUA and TA was generally found to be impacted with metals (predominately uranium and cobalt) in the western portion of the Site. Localized uranium impacts in groundwater were observed at two locations in the western portion in the BUA at locations where former USTs, paint storage, and a former burned down building were present. Metals impacts were observed in groundwater in the northern and southern portion of the TA, mainly on the western side of the Site at locations associated with waste disposal and stockpiled debris. Based on the data collected, the metals impacts in groundwater were observed in the silty clay and bedrock units. Whether the source of groundwater impacts from uranium (and cobalt, as well) is related to historical Site activities or to naturally occurring levels in groundwater cannot be ascertained with the available analysis.
- 3.4 The groundwater quality data was compared to Site Condition Standards (SCS) for both potable and non-potable groundwater conditions. When compared to only non-potable SCS, there is a 91-percent decrease in the number of exceedances. Compared to potable SCS, there are exceedances at 15 monitoring well locations, where concentrations of up to six analytes (barium, cobalt, molybdenum, sodium, uranium, and vanadium) exceed the criteria. Compared to non-potable SCS, there are exceedances at 2 monitoring well locations (MW523B and MW526C), where concentrations of sodium exceed the criteria.
- 3.5 Surface water samples were collected from 11 locations (1 in the BUA and 10 in the TA). Surface water in the BUA and TA was generally found to be impacted with metals, predominately aluminum and phosphorus. A localized pesticide impact (atrazine) was also noted in the southeastern portion of the TA. In general, the locations where metals impacts occurred in the TA are likely the result of storm and groundwater discharge into the lakes and pond that were impacted by historical Site activities, offsite activities located upstream of the Site, or current use of the lakes and pond for fishing and recreation. In the BUA, metals impacts are potentially attributable to the disposal of unknown waste material.
- 3.6 A Phase II ESA was conducted by AMECFW Foster Wheeler (AEMCFW) in 2016 was generally intended to delineate environmental impacts at various areas of known contamination on Site, and to investigate other potential areas of environmental concern (PAEC) including, but not limited to, various former training ranges on Site.
- 3.7 The following is an overview of the investigation activities completed:
- 163 boreholes;
 - 21 monitoring wells;
 - 16 test pits;
 - 107 surface soil samples;

- 63 sediment samples; and
- 61 surface water samples.

3.8 Conclusions and recommendation from the 2016 Phase II ESA related to groundwater and surface water indicates:

- Surface water impacts on Site were generally limited to sporadic metal and nutrient impacts, and various biological impacts including elevated fecal coliform concentrations. AMECFW Foster Wheeler infers that these impacts are largely due to off agricultural practices and the migration of these impacts on to the Site through regional drainage ditches.
- RDX impacts were identified is groundwater located in the northern portion of the Site where wells were screened within the coarse silty sand unit, RDX impacts in groundwater have not been delineated and source areas for these impacts have not been identified.
- Additional investigation to ascertain a source of these impacts, as well as to delineate the contaminated groundwater plume, or plumes, containing RDX is recommended. Due to the widespread occurrence of these impacts it is likely that multiple source areas, or a diffuse source area for these impacts exists on Site, as such full delineation may be difficult to achieve and may not be necessary.
- In some cases AMECFW Foster Wheeler believes that some of the impacts identified may be derived from naturally occurring sources, as follows;
 - Uranium, cadmium and selenium impacts in groundwater are considered likely naturally occurring, but this should be verified though completion of an up gradient groundwater monitoring investigation;
 - Based on regional groundwater characteristics, boron observed in groundwater is considered to be naturally occurring;
 - Low level copper impacts in surface water appear, in some instances, to be derived from off-Site sources; however, it is not known if this can be considered a natural source of copper or if this is derived from some other off-site source of contamination.

3.9 The purpose of this project is to follow up the 2015 CH2MHill Contaminated Sites Investigation and the 2016 AMECFW Phase II Environmental Site Investigation report to further assess the groundwater as well as the surface water quality at the Site and provide a report that documents each sampling event, compiling data from the 2015 CH2MHill and AMECFW Phase II report discussing the results, conclusions and recommendations. It is DND objective to decommission all groundwater monitoring wells at the Site that are not required for monitoring purposes.

4.0 OBJECTIVES

4.1 The objectives of the work required under this SOW include:

1. Conduct a data review of past reports.
2. To assess the groundwater and surface water quality at the Site.
3. To compile past report groundwater and surface water data with data collected in this contract for comparative purposes;
4. To confirm the absence/presence of groundwater and surface water contamination and identify the sources of contamination affecting groundwater and surface water quality; and
5. To develop recommendations for well decommissioning, additional groundwater and surface water assessments or preliminary risk management for impacted areas and cost estimates to implement such (if necessary).

5.0 SCOPE OF WORK

5.1 To meet the objectives of this SOW, work at the Site will involve:

1. Data review of past environmental reports;
2. Collecting groundwater and surface water samples for analysis; and
3. Data presentation and reporting.

6.0 DOCUMENTATION REVIEW

6.1 The Consultant must review pertinent historical documentation related to the site (e.g. site drawings, building construction details, and other consultant reports) to avoid repetition of previous work conducted and get an understanding of the past and present site issues including potential and existing areas of contamination. When reviewing the data, the Consultant will make consideration to the current regulatory requirements in addition to historical requirements, which may have changed. Copies of previous studies (as outlined in Section 12.0) will be made available to the Consultant upon contract award.

7.0 SITE RECONNAISSANCE

7.1 The consultant must collect additional information, identify possible health and safety hazards, identify discrepancies in drawings (e.g. new structures) or visible surface contamination (e.g. areas with stressed or dead vegetation) in the vicinity of the groundwater well sample locations or surface water sample locations, all to gain a better understanding of the Site.

8.0 GROUNDWATER AND SURFACE WATER SAMPLING

8.1 General

- 8.1.1 The Consultant will be responsible for obtaining bottles, collecting, packaging and shipping the samples. Samples will be maintained at 4°C and follow all necessary requirements for preservation before being sent to the lab. The Consultant should endeavour to consider the relative sampling holding times for the type of analysis required and must ensure that the laboratory receives all samples in appropriate condition and within the appropriate timeframe to ensure accurate and precise results. DND will not reimburse the Consultant for laboratory costs or associated work where samples have been compromised;
- 8.1.2 The Consultant must ensure that no cross-contamination occurs at any time during the field program, up to and including submission of samples for laboratory analysis;
- 8.1.3 Provide sampling location plans and GPS coordinates for all collected samples;
- 8.1.4 Keep detailed records of the sample collection process, the total number of samples collected and which samples were subsequently submitted for analysis with justification. This data is to be summarized in the Consultant's report;
- 8.1.5 Field notes and pictures must be collected during sampling to provide additional information such as: date and time of sampling, conditions at time of sampling and characteristics of the water such as color, odour, sediment load, sheen, field measurements (organic vapour readings, pH, and temperature), amount of well water purged etc.;
- 8.1.6 The Consultant will establish appropriate Quality Assurance (QA) and Quality Control (QC) procedures for sampling and analysis to ensure accuracy and precision of results as per standard industry protocols. The report is to address QA and QC methodology and findings, and identify whether QA and QC results (external lab checks such as field duplicates, trip blanks, field blanks, etc, as well as internal lab checks such as analytical duplicates,

reference materials, analytical blanks, spiked standards, surrogate recoveries, etc) are acceptable or within the laboratory's specified percent recovery. At a minimum, 1 in 10 samples must be a field duplicate, 1 in 20 samples must be an equipment blank, and 1 in 20 samples must be field blank.

- 8.1.7 All analytical laboratories used must be accredited by the Canadian Association for Laboratory Accreditation (CALA) or have the equivalent laboratory certification under ISO 17025 (General Requirements for the Competence of Testing and Calibration Laboratories) for the parameters to be analyzed. Sample analyses must follow appropriate standard analytical practices; and
- 8.1.8 The Consultant must ensure the laboratory detection limits are less than the guideline(s) being used (refer to the bullets below for previously employed guidelines). Samples must be analyzed with the minimum detection limits equal to or below the most stringent of all the applicable criteria (for each media / parameter suite) that is to be used for the project. DND will not reimburse the Consultant for laboratory costs and associated sample reacquisition if needed, where the Consultant has failed to request the correct minimum detection limits from the laboratory.
- 8.1.9 The analytical results for groundwater must be compared to:
- Ontario Ministry of the Environment, Soil, Ground Water and Sediment Standards for Use under Part XV.1 of the Environmental Protection Act, 15 April 2011 (MOE, 2011);
 - Preliminary Soil, Groundwater (GW) and Surface Water (SW) Guidelines for the Protection of Environmental and Human Health at Military Training Sites – Energetics Materials (ANNEX B).
- 8.1.10 Analytical results for surface water must be compared to:
- CCME CEQGs Canadian Water Quality Guidelines for the Protection of Aquatic Life (Freshwater) (CCME, 2007b);
 - Canadian Water Quality Guidelines for the Protection of Agricultural Water Uses (CCME, 1999); and,
 - Preliminary Soil, Groundwater (GW) and Surface Water (SW) Guidelines for the Protection of Environmental and Human Health at Military Training Sites – Energetics Materials (ANNEX B).
 - In the event that there are no CCME criteria, comparison must be made to the relevant MOE standard.

8.2 Groundwater

8.2.1 Four rounds of ground water sampling will be conducted (fall 2016, spring 2017, fall 2017, and spring 2018). Table 8.1 presents the groundwater sampling to be conducted in Fall 2016 at the designated locations. The groundwater sampling requirements will be re-evaluated based on the data returns for future sampling events. Refer to Figure 1 for well locations.

TABLE 8.1

WELL ID	PARAMETERS TO BE ANALYZED
1090-MW-1106	Pesticide/Herbicide,
1090-MW-1107	Pesticide/Herbicide, Nitroamines, metals
1090-MW581	Pesticides/herbicides, metals, Hg, nitroamines, perchlorate, PHC (F1 to F4), PAH
2150-MW-1086	Pesticide/Herbicide, nitroamines
3060-MW-1015	Pesticide/Herbicide, metals
3060-MW-1018	Pesticide/Herbicide, Nitroamines, metals
3060-MW-1047	Pesticide/Herbicide, metals
3080-MW-1048	Pesticide/Herbicide, Nitroamines
3120-MW-1033	Pesticide/Herbicide, Nitroamines, metals
3120-MW-1040	Pesticide/Herbicide, metals
3120-MW-1042	Pesticide/Herbicide, metals
3120-MW-1043	Pesticide/Herbicide, metals
3140-MW-1044	Pesticide/Herbicide, metals
3140-MW-1045	Pesticide/Herbicide, metals
3190-MW-1021	Pesticide/Herbicide, metals, nitroamines
3190-MW-1023	Pesticide/Herbicide, metals
4030-MW199	Pesticide/Herbicide, metals
4030-MW740	Pesticide/Herbicide, metals
4030-MW743	Pesticide/Herbicide, metals
4070-MW-1114	Pesticide/Herbicide, metals
4070-MW-1115	Pesticide/Herbicide, metals
4070-MW-1176	Pesticide/Herbicide, metals
4070-MW251	Pesticide/Herbicide, metals
4070-MW252	Pesticide/Herbicide, metals
4070-MW511	Pesticide/Herbicide, metals
4070-MW512	Pesticide/Herbicide, metals
4090-MW-1000	Pesticide/Herbicide, metals
4090-MW-1006	Pesticide/Herbicide, metals
4090-MW-1013	Pesticide/Herbicide, metals
4100-MW275	Pesticide/Herbicide, metals
4100-MW276	Pesticide/Herbicide, metals
4160-MW297	Pesticide/Herbicide, metals, PAHs, PHC(F1-F4)
4320-MW315	Pesticide/Herbicide, metals
4330-MW327	Pesticide/Herbicide, metals

WELL ID	PARAMETERS TO BE ANALYZED
4330-MW337	Pesticide/Herbicide, metals
ATR3-MW-1100	Pesticide/Herbicide, Nitroamines
ATR5-MW-1027	Pesticide/Herbicide, metals, Nitroamines
ATR5-MW-1029	Pesticide/Herbicide, Nitroamines
ATR6-MW-1069	Pesticide/Herbicide, metals
ATR6-MW-1070	Pesticide/Herbicide, metals
ATR6-MW-1071	Pesticide/Herbicide, metals
BLDG115-MW066	Pesticide/Herbicide, metals
BLDG115-MW067	Pesticide/Herbicide, metals
BLDG14-MW-1129	Pesticide/Herbicide, metals
MR2-MW-1102	Pesticide/Herbicide, nitroamines
MW523A	Pesticide/Herbicide, metals
MW523B	Pesticide/Herbicide, metals
MW526A	Pesticide/Herbicide, metals
MW526B	Pesticide/Herbicide, metals
MW526C	Pesticide/Herbicide, metals
PEST-MW381	Pesticide/Herbicide, metals
PEST-MW385	Pesticide/Herbicide, metals
PEST-MW386	Pesticide/Herbicide, metals
SFA-MW380	Pesticide/Herbicide, metals

- 8.2.2 Each sample is to be collected in accordance with industry-standard procedures using accepted field methods and sampling protocols. To ensure data consistency, and due to the slow recharge ability of the wells at the Site are to be sampled using low-flow/low-stress procedures identified in the *U.S. EPA Standard Operating Procedure (SOP) GW0001: Low Stress (Low Flow) Purging and Sampling Procedures for the Collection of Groundwater Samples from Monitoring Wells*.
- 8.2.3 A low flow peristaltic pump is to be used during sampling and data on groundwater quality stability is to be collected. During purging, at intervals of 3 to 5 minutes, the following groundwater quality stability parameters are to be measured, recorded and included in the report: pH, Temperature, Electrical Conductance (Conductivity), Oxygen Reduction Potential (ORP), Dissolved Oxygen (DO), and Turbidity.
- 8.2.4 Groundwater is to be purged until stable measurements are obtained for three successive readings within the following stability criteria limits:
- pH: +/- 0.1 pH units;
 - Temperature: +/- 0.5 °C;
 - Conductivity, ORP, DO: +/- 3%; and,
 - Turbidity: +/- 10% for values greater than 1 NTU, or three readings less than 5 NTU.
- 8.2.5 Where possible, groundwater samples and QA and QC samples are to be collected immediately following completion of purging at each well. Where recharge is a challenge in wells installed in St. Joseph's Till Formation, the consultant must develop sampling and collection procedures for low recharge wells prior to sample collection.

- 8.2.6 For the contaminants of concern specified in Table 8.1, groundwater samples are to be submitted to a laboratory accredited by the Standards Council of Canada (SCS) and the Canadian Association of Laboratory Accreditation (CALA) for analysis of the suite of parameters being tested.
- 8.2.7 For the specific parameters to be included in a suite of contaminants of concern listed in Table 8.1, note that they include:
- **Metals:** including Arsenic (As), Antimony (Sb), Barium (Ba), Beryllium (Be), Boron (B), Cadmium (Cd), Cobalt (Co), Copper (Cu), Chromium (Cr), Iron (Fe), Lead (Pb), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Sodium (Na), Thallium (Ta), Tin (Sn), Uranium (U), Vanadium (V), and Zinc (Zn).
 - **Pesticides/Herbicides:** including Antrazine, Aldrin, Aldrin + Dieldrin, Chlordane, Chlorodane a -, Chlorodane g -, DDD, 2,4-, DDD,4,4-, DDT Total, Dieldrin, Endosulfan, Endosulfan 1, Endosulfan II, Endrin, Heptachlor, Heptachlor + Heptachlor epoxide, Heptachlor Epoxide, Hexachlorobenzene, Hexachlorobutadiene, Hexachloroethane, Lindane, Methoxychlor
 - **Nitroamines (energetics):** including Dinitroaniline, 3,5-, Dinitrobenzene, 1,3-, Dinitrotoluene, 2,4-, Dinitrotoluene,2,6-, Dinitrotoluene,2-Amino-4,6-, Dinitrotoluene,4-Amino-4,6-, HMX, Methyl-2,4,6-trinitrophenylnitramine (TETRYL), Nitrobenzene, Nitroglycerine, Nitrotoluene,2-, Nitrotoluene,3-, Nitrotoluene,4-, Pentaerythritoltetranitrate (PETN), RDX, Trinitrobenzene, 1,3,5-, Trinitrotoluene, 2,4,6-(TNT)
 - **PHC (F1 to F4):** including petroleum hydrocarbon F1 (C6 to C10), petroleum hydrocarbon F2 (>C10 to C16), petroleum hydrocarbon F3 (>C16 to C34), petroleum hydrocarbon F4 (C34+).
 - **PAHs:** including Naphthalene, Acenaphthylene, Acenaphthene, Fluorene, Phenanthrene, Anthracene, Fluoranthene, Pyrene, Benz(a)anthracene, Chrysene, Benzo(b)fluoranthene, Benzo(k)fluoranthene, Benzo(a)pyrene, Indeno(1,2,3-cd)pyrene, Dibenz(a,h)anthracene, Benzo(g,h,i)perylene, Phenol, Bis(2-chloroethyl)ether, 2-Chlorophenol, o-Cresol, Bis(2chloroisopropyl)ether, m&p-Cresol, 2,4-Dimethylphenol, 2,4-dichlorophenol, 1,2,4-Trichlorobenzene, p-Chloroaniline, 2-and 1-methyl naphthalene, 2,4,6-Trichlorophenol, 2,4,5-Trichlorophenol, 1,1'-Biphenyl, Dimethyl phthalate, 2,4 and 2,6-Dinitrotoluene, Diethyl phthalate, Pentachlorophenol, 3,3'-dichlorobenzidine, Bis(2-Ethylhexyl)phthalate, 2,4-Dinitrophenol, Acridine, Benzo(e)pyrene, Perylene, Quinoline.

8.3 Surface Water

- 8.3.1 Four rounds of surface water sampling (one round in the fall of 2016 and spring of 2017 and the other in the fall of 2017 and spring of 2018) will be conducted. Table 8.2 presents the surface water sampling requirements for the Fall 2016 and Spring 2017 monitoring rounds. The SW sampling requirements will be re-evaluated with each season of data collection.

Refer to Figure 2 for sampling locations.

TABLE 8.2

SURFACE WATER SAMPLING ID	PARAMETERS TO BE ANALYZED/CONTAMINANT OF CONCERN
DD-SW-04	Pesticide/Herbicide, total coliform, fecal coliform, general chemistry, metals
DD-SW-08	Pesticide/Herbicide, total coliform, fecal coliform
DD-SW-10	Pesticide/Herbicide, total coliform, fecal coliform, general chemistry, metals
DD-SW-395	Pesticide/Herbicide, metals
DD-SW-396	Pesticide/Herbicide, total coliform
DD-SW-399	Pesticide/Herbicide, general chemistry
4180-SW-305	Pesticide/Herbicide, general chemistry
QUARRY-SW15-401	Pesticide/Herbicide, general chemistry
QUARRY-SW15-402	Pesticide/Herbicide, general chemistry
QUARRY-SW15-403	Pesticide/Herbicide, general chemistry
3190-SW-1310	Pesticide/Herbicide, metals
4090-SW-1289	Pesticide/Herbicide, metals
2014-086	Pesticide/Herbicide, general chemistry, metals
BIO-SW427	Pesticide/Herbicide, general chemistry
DD-SW-393	Pesticide/Herbicide, metals
DD-SW-394	Pesticide/Herbicide, metals
MOON-SW416	Pesticide/Herbicide, general chemistry
PEEP-SW513	Pesticide/Herbicide, metals
PEEP-SW514	Pesticide/Herbicide, metals
4063-SW220	Pesticide/Herbicide, metals

8.3.2 Surface water samples must be submitted to a laboratory accredited by the Standards Council of Canada (SCS) and the Canadian Association of Laboratory Accreditation (CALA) for analysis of the suite of parameters being tested.

8.3.3 For the specific parameters to be included in a suite of contaminants of concern listed in Table 8.1, note that they include:

- **Metals:** including Aluminum (Al), Arsenic (As), Antimony (Sb), Barium (Ba), Boron (B), Beryllium (Be), Cadmium (Cd), Calcium (Ca), Cobalt (Co), Copper (Cu), Chromium (Cr), Iron (Fe), Lead (Pb), Lithium (Li), Mercury (Hg), Molybdenum (Mo), Nickel (Ni), Selenium (Se), Silver (Ag), Sodium (Na), Thallium (Ta), Tin (Sn), Uranium (U), Vanadium (V), and Zinc (Zn).
- **General chemistry:** (BOD, total chlorine, pH, TSS, total phosphorus)
- **Pesticides/Herbicides:** including Antrazine, Aldrin, Aldrin + Dieldrin, Chlordane, Chlorodane a -, Chlorodane g -, DDD, 2,4-, DDD,4,4-, DDT Total, Dieldrin, Endosulfan, Endosulfan 1, Endosulfan II, Endrin, Heptachlor, Heptachlor + Heptachlor epoxide, Heptachlor Epoxide, Hexachlorobenzene, Hexachlorobutadiene, Hexachloroethane, Lindane, Methoxychlor
- **Micro Biological organics:** (Total Coliform and Fecal Coliform)

9.0 REPORTING

9.1 The reports must include an executive summary, introduction, detailed description of the

methods employed and results, interpretation of the findings and discussion of potential sources of contamination, lessons learned, conclusions and recommendations.

- 9.2 Interpret the data to determine the volume of impacted groundwater and surface water (i.e. groundwater and surface will represent numeric exceedances of the relevant federal and/or provincial standards and guidelines); the site hydrogeological setting in terms of depth to groundwater, regional and local groundwater flow patterns, groundwater velocity, aquifer hydraulic characteristics (e.g. hydraulic conductivity, groundwater flow velocity), groundwater chemistry, key transport parameters, contaminant migration patterns and areas of preferential groundwater flow (i.e. from either natural or man-made features);
- 9.3 Develop scaled drawings of the site indicating the origins of contamination, the extent of the contamination (groundwater and surface water) and indicate the direction of the contaminant migration.
- 9.4 Map the subsurface geology and hydrogeology of the site to include groundwater contour maps and 2D plans, determine the direction and rate of contaminant migration.
- 9.5 Develop a conceptual model that schematically illustrates the relationship between the chemical contaminants of concern and their release point, the affected media, the recognized and potential pathways for contaminant transport and the exposure pathway to receptors of concern
- 9.6 The reports must outline the procedures followed during the groundwater and surface water sampling activities and must provide an interpretation of the results, including a comparison to the federal and provincial criteria, and the findings presented in the field program compared to results from the previous 2015 CH2MHILL and 2016 AMECFW reports. It is a requirement that past groundwater and surface water data from the previous 2015 CH2MHILL and 2016 AMECFW reports are complied with current data from this project and a discussion of site conditions and trends be incorporated in the findings and conclusion of the report.
- 9.7 Analytical results must be presented in tabular form with comparison to applicable federal and provincial standards and guidelines. The use of "non-detect" (ND) in analytical tables is not acceptable. The actual lab detection limit must be reported (e.g. <0.0001).
- 9.8 If further assessment work is required to further delineate the areas of contamination or to further assess the risk, this should be included in the final report recommendations and a work plan for the additional work should be provided in an Appendix.
- 9.9 The work plan for additional assessment should include as a minimum, the objective of the additional site assessment work, proposed sample locations, media to be sampled, parameters for analysis, schedule considerations, costs, and associated figures. Other pertinent information must be provided as required.
- 9.10 Copies of all laboratory final Certificates of Analysis and Chain of Custody documents, site photographs, relevant field data, etc. must be appended to the report.

10.0 RESPONSIBILITY AND GENERAL REQUIREMENTS

- 10.1 Resource Allocation: The Consultant is responsible for providing the labour and resources to fulfill the terms of the SOW to a satisfactory level of performance. This would include the necessary qualified personnel, management, supervision, materials, tools, equipment, and other incidentals.

-
- 10.2 **Qualified Personnel:** Individuals working on this project must be qualified to complete the work. Individuals conducting the work and writing the reports must have as a minimum a post-secondary degree or diploma in Environmental Sciences or related discipline with a minimum of three (3) years of significant experience collecting samples, conducting risk assessment and environmental site assessments, and writing reports. The project manager/senior oversight personnel must have demonstrated experience in managing and/or providing technical guidance on environmental site assessments within the past three (3) years. This personnel must be a reviewer and signatory to all reports.
- 10.3 **Emergency Notification:** If the Consultant discovers conditions that pose an immediate significant threat to human health or the environment, or if the Consultant is made aware of any spills, the Consultant must notify the Project Authority immediately. The Consultant will not undertake any correspondence/contact with regulating authorities (e.g. Environment Canada, MOECC, DFO, etc).
- 10.4 **Working Hours:** Unless advised otherwise, the work performed by the Consultant is to be carried out during normal working hours between 8:00 a.m. to 4:00 p.m. Monday to Friday and will be carried out with least possible interference or disturbance to the public.
- 10.5 **Access/Scheduling Site Work:** Consultant must arrange their work schedules with the Project Authority to ensure there are no scheduling conflicts between Site activities and the Consultant's work. The Consultant must provide a proposed schedule and must notify the Project Authority immediately if there are anticipated changes to the schedule.
- 10.6 **Waste Disposal:** The proper disposal of displaced fluids and other materials must be considered and completed by the Consultant. Materials identified/classified as hazardous waste will require special management and disposal/treatment options. If generated, hazardous materials manifests will require signature by a TDG trained personnel within DND. This can be arranged by contacting the PSPC Representative. 10 days' notice will be required. Copies of any waste disposal manifests are to be provided to PSPC as an indication that the material has been disposed of correctly.
- 10.7 **Clean Up:** Upon completion of the work, the site is to be left clean with all waste materials, equipment and supplies removed. The Consultant is to restore the site to a level consistent with the surrounding environment.
- 10.8 The Consultant will assume responsibility for any accident or damage caused by its employees or equipment to DND property or personnel.
- 10.9 The Consultant will assume responsibility for the security of its equipment and materials during and after working hours. DND will not be liable for any vandalism, theft or loss.

11.0 HEALTH AND SAFETY PLAN

- 11.1 The Consultant must establish and submit a Site-Specific Health and Safety Plan for the project. This Plan will outline potential hazard incidents, the Codes/Statutes to be met, rules of behaviour, protective equipment and clothing to be provided, responsible individuals, and all related matters. The plan is to be completed and submitted one week after award for acknowledgement by the Project Authority. A formal document must be established and maintained at the work site.
- 11.2 The Consultant must be responsible for ensuring that all employees, contractors and others in the vicinity of the fieldwork are aware of the work and any associated hazards, ensuring the health and safety of all personnel at the sites.
- 11.3 The Consultant will follow all applicable health and safety policies and procedures of the site owner (DND). The consultant is responsible for obtaining these policies as appropriate.
- 11.4 The Consultant is obliged to comply with applicable statutory requirements and industry standards.
- 11.5 The Consultant is to be aware of, and accepts, the appropriate health and safety jurisdiction.
- 11.6 The Consultant must comply with all applicable workers' compensation legislation.
- 11.7 PSPC reserves the right to stop work on the contract if, in the opinion of the DND or PSPC, the work is not being performed safely by the Consultant, or the work is being performed in a manner that is contrary to the requirements of applicable safety legislation.
- 11.8 The Consultant must confirm that an established and current safety program is in force for all employees under the contract.

12.0 CHANGES TO THE SCOPE OF WORK

- 12.1 Changes to the agreed scope of work will first be discussed between the Contracting Authority and the Consultant and then followed up as a Contract Amendment from the Contracting Authority.
- 12.2 Any significant changes to the scope of work will be referred to the Consultant for concurrence. Disagreements with such changes must be communicated in writing to the Contracting Authority.
- 12.3 The Consultant must not implement any change in the contract before having a change order endorsed by the Contracting Authority specifying the nature of the change, the revised contract value, and the time frame in which it must be carried out.
- 12.4 Any personnel, sub-consultant, or subcontractor changes to the Consultant team for any portion of the work must be requested in writing and approved by the Contracting Authority prior to work activities by that person, sub-consultant, or subcontractor.

13.0 TERMS AND CONDITIONS

- 13.1 Ownership: All reports and supplements (drawings, plans, records, maps, reports, and summaries) will remain the property of DND. Any use of them for any purpose unrelated to the fulfillment of the terms of this SOW constitutes trespass. DND becomes the owner of all data, including photographs, collected by the Consultant. The Consultant must undertake to ensure that its employees do not divulge the information contained therein. The Consultant may not use or disseminate any information related to the project, including photographs, reports or other data without the approved written consent of DND. DND reserves the right

to duplicate or release Consultant's reports without the permission of the Consultant (the Consultant gives DND full copyright privileges). Any equipment, supplies or material (other than project consumables) purchased by the Consultant to fulfill the requirements of the SOW and subsequently invoiced to DND, will become the property of DND and turned over to DND at the end of the project.

- 13.2 Regulations: The Consultant must carry out the work in accordance with the most recent versions of provincial and federal requirements including directives, acts and regulations relevant to this project. In the event of a conflict between acts and regulations, the more stringent one is to be observed.
- 13.3 Documents: DND documents may not be removed from the confines of DND without authorization of DND.
- 13.4 Rights Reserved – Property of DND: All information compiled for this contract will be strictly the property of the Department and any reproduction, even in part, of these works is forbidden without the written authorization of a representative from the Department of National Defence.
- 13.5 Suspension: The Contracting Authority may, at any time, verbally suspend the work in whole or in part. Within 24 hours of the suspension, the Contracting Authority will provide the Consultant with a written notification indicating the effective date and time of the suspension, the intended duration, and reason for the suspension (e.g. non-compliance of health and safety regulations, encountering unexpected contamination, or exceeding budget). In the event of a work suspension, the work schedule must be updated by the Consultant with the assistance and approval of the Contracting Authority.
- 13.6 Interviews: The Consultant must ensure that no member of their own team, including all sub-consultants and specialists, grants interviews with any member of the public or the media regarding this project. Should an interview be requested, DND must be notified immediately via the Contracting Authority. Both formal and informal interviews are to be authorized and coordinated by DND.
- 14.0 SUBMITTALS, MEETINGS AND DELIVERABLES**
- 14.1 **Meeting Minutes:** For all meetings, the Consultant will prepare and distribute minutes to the participants within one week following the meeting.
- 14.2 **Pre-Commencement Meet:** After the contract is awarded, a pre-commencement meeting to formalize the terms of the contract and discuss access to the site and required documentation will be held with the Contracting Authority, the Project Authority and the Consultant.
- 14.3 **Health and Safety Plan:** The Consultant is responsible for submitting a Health and Safety Plan, which includes as a minimum, the requirements outlined in Section 6.0 above.
- 14.4 **WSIB Clearance Certificate:** The Consultant conducting the field work must submit a valid WSIB Clearance Certificate. When generating the Clearance Certificate, Contractors need to list 'Department of Employment and Social Development Canada' as the Principal Legal/Trade Name, and the address that populates will be from Gatineau, QC.
- 14.5 **Invoice Submission:** All invoices must be submitted with a standard company invoice (original only) giving a detailed description of the services performed, a breakdown of the amounts claimed and receipts for expenses incurred. All invoices must have the PSPC contract number. The Consultant must submit their final claim following the acceptance of

the final reports. The final invoice must be marked as "FINAL".

- 14.6 **Draft Reports:** The Draft Reports must be submitted 1 month following the receipt of all analytical results. The draft reports must be submitted in one electronic copy (in Microsoft Word, Adobe Acrobat or AutoCAD formats). The draft reports will be prepared and submitted as if it is the final report. If there are significant comments on the draft reports, a revised draft will require review by the Project Authority prior to submitting the final report.
- 14.7 **The Final Reports:** must be submitted within 2 weeks of receiving comments from the Project Authority. The Final Reports must be submitted in three (3) hardcopies and two (2) electronic copies containing a PDF of the entire report and a copy of all native files.
- 14.8 The Draft and Final Reports must meet the approval of the Project Authority. The report must, as a minimum, identify and summarize the work performed as detailed in the SOW.
- 15.0 **TIMELINES**
- 15.1 The Consultant will carry out the work without interruption until completed and accepted by the Project Authority. The following milestones are to be met, and are to be reflected in the Consultant's proposed work plans:

Deliverable / Meeting	Type	Deadline (no later than)	Format/Copies
Pre-Commencement meeting	Meeting	Within 1 week after award	Electronic
Health and Safety Plan	Electronic	Within 1 week after award	Electronic
Fieldwork	-	Commenced within 3 weeks after award	-
Draft Reports	Report	Within 1 month of receiving analytical results	Electronic: 1 copy or each report
Final Report	Report	Within 2 weeks after receiving comments from the Project Authority.	Hardcopy: 3 for each site Electronic: 2 (CDs)

16.0 **REFERENCES**

- 16.1 Relevant environmental site reports are listed below. The list of legislative documents is not an all-inclusive list; therefore, ensure that all applicable references are used. Should more current versions become available during the life of the contract; they must take precedence and be referred to in subsequent work/reports.

17.0 **ENVIRONMENTAL SITE REPORTS:**

- 17.1 AMECFW Foster Wheeler Environment and Infrastructure. March 29, 2016. *Phase II Environmental Site Assessment. Former Camp Ipperwash, Lampton Shores Ontario*. Ref. No: SWS156080
- 17.2 CH2MHill. 2015. Phase II Contaminated Sites Investigation Unexploded Explosive Ordinance (UXO) Environmental and Cultural Resource Investigation within Former Camp Ipperwash, Ipperwash Ontario. DCC Project # HQ06016

18.0 LEGISLATIVE DOCUMENTS

- 18.1 CCME (1993). Guidance Manual on Sampling, Analysis, and Data Management for Contaminated Sites – Volume I and II
- 18.2 CCME (1997b). Guidance Document on the Management of Contaminated Sites in Canada, Section 5.4
- 18.3 CCME (1999 and updates). Canadian Environmental Quality Guidelines;
- 18.4 Ministry of the Environment (15 April 2011). Soil, Groundwater and Sediment Standards for Use Under Part XV.1 of the Environmental Protection Act.
- 18.5 CSA International (2000). Z769-00 Phase II Environmental Site Assessment;
- 18.6 O. Reg. 153/04 (2004). Ontario Regulation 153/04, made under the Environmental Protection Act. Record of Site Condition – Part XV.1 of the Act. Printed in the Ontario Gazette, June 19, 2004;
- 18.7 O. Reg. 558/00 (2000). Ontario Regulation 558/00, Regulation to Amend Regulation 347 of the Revised Regulations of Ontario, 1990, made under the Environmental Protection Act. Printed in the Ontario Gazette, October 28, 2000.
- 18.8 O.Reg. 903/90 (1990). Ontario Regulation 903/90, made under the Ontario Water Resources Act.
- 18.9 Low-Flow (Minimal Drawdown) Ground-Water Sampling Procedures, United States Environmental Protection Agency, publication EPA/540/S-95/504 (April 1996).

FIGURE 1: MONITORING WELL LOCATIONS

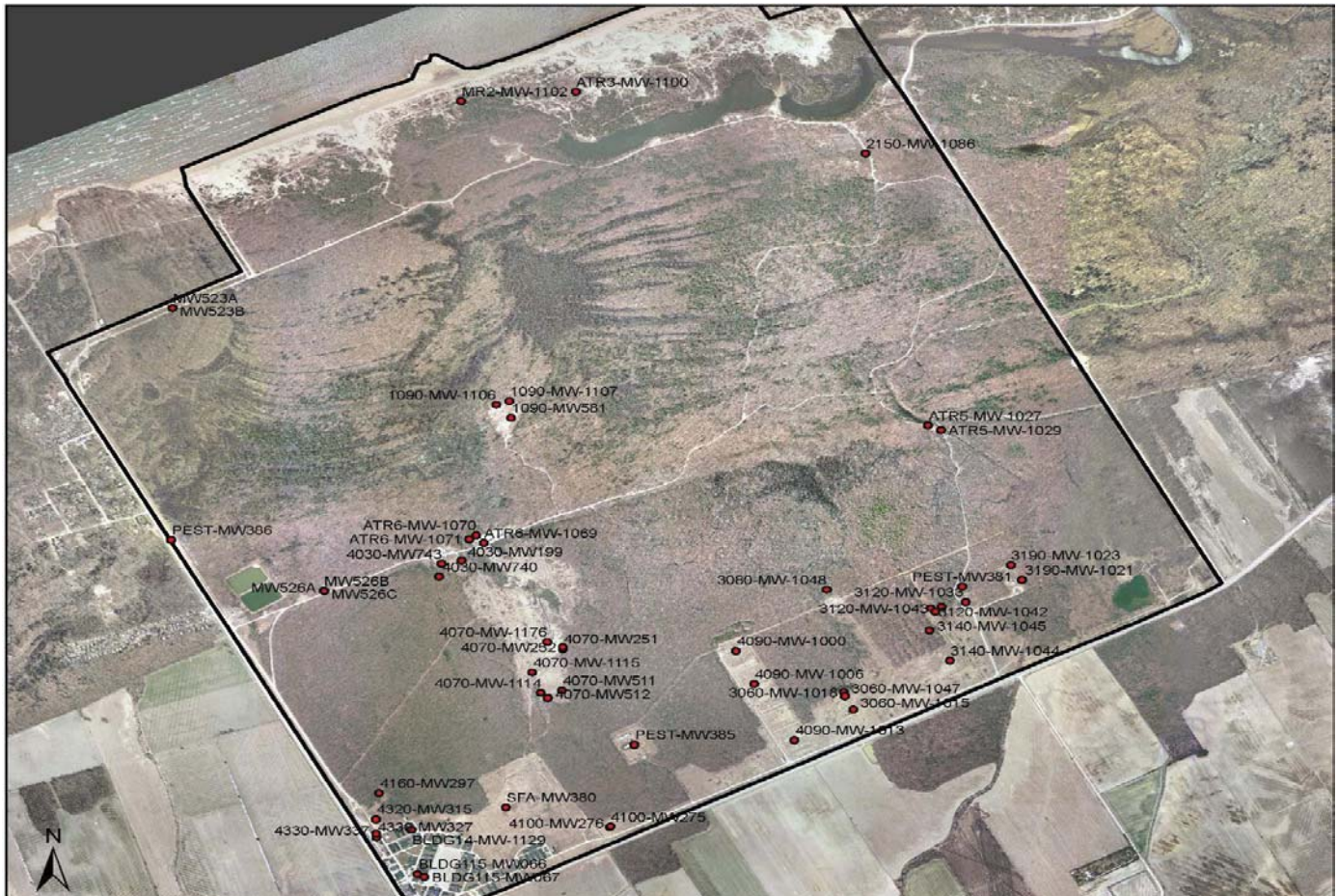


FIGURE 2 : SURFACE WATER SAMPLING SITES:



APPENDIX A. GLOSSARY OF TERMS

AEC Area of Environmental Concern
AST Aboveground Storage Tank
ATR Anti-Tank Range
AVS Acid Volatile Sulphides
BH Borehole
BTEX Benzene, Toluene, Ethylbenzene, Xylenes
BUA Built-up Area
CCME Canadian Council of Ministers of the Environment
CEQGs CCME Canadian Environmental Quality Guidelines
CFU Culture Forming Units
CH Critical Habitats
CKSPFN Chippewas of Kettle and Stony Point First Nation
CSI Contaminated Site Investigation
CWS Canada Wide Standards for Petroleum Hydrocarbons
DND Department of National Defense
DDD Dichlorodiphenyldichloroethane
DDE Dichlorodiphenyldichloroethylene
DDT dichlorodiphenyltrichloroethane
DO Dissolved Oxygen
EA Environmental Assessment
EMP Environmental Management Plan
ESA Environmental Site Assessment
FA Fisheries Act
FIWP Field Investigation Work Plan
FOC Fraction Organic Carbon
GIS Geographical Information Specialist
GR Grenade Range
GW Groundwater
Hg Mercury
HMX Octahydro-1,3,5,7-tetranitro-1,3,5,7-tetrazocine
HWS Hot Water Soluble
ID Interior Diameter
ISQGs Interim Sediment Quality Guidelines
MBCA Migratory Bird Convention Act
mbgs meters below ground surface
mbss metres below sediment surface
MD Munition Debris
MOECC Ministry of the Environment and Climate Change
MR Mortar Range
MW Monitoring Well
NCSCS National Classification System for Contaminated Sites
NDOGT No Data: Overgrown With Target
NG Nitroglycerine
NV Native Value
OCP Organochlorine Pesticides
OPP Organophosphate Pesticides
O. Reg Ontario Regulation
ORP Oxidation Reduction Potential
PAEC Potential Area of Environmental Concern
PAH Polycyclic Aromatic Hydrocarbons
PCBs Biphenyls
PEL Probable Effect Levels
PHC Petroleum Hydrocarbon Compounds
PVC Polyvinyl Chloride

Solicitation No. - N° de l'invitation
EN438-167006/A
Client Ref. No. - N° de réf. du client
EN438-16-7006

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46118

Buyer ID - Id de l'acheteur
KIN519
CCC No./N° CCC - FMS No./N° VME

RDL Detection Limit
RDX 1,3,5-Trinitroperhydro-1,3,5-triazine
RPD Relative Percent Difference
SAIC Science Applications International Corporation
SAR Species at Risk
SARA Species at Risk Act
SCS Site Condition Standards
SedQG Sediment Quality Guidelines
SOPs Standard Operating Procedures
SQG Soil Quality Guidelines
SS Shallow Soil
SW Surface Water
TA Training Area
TEQ Toxic Equivalent
TOC Organic Carbon
TNT Trinitrotoluene
UST Underground Storage Tank
UTM Universal Transverse Mercator coordinate systems
UXO Unexploded Explosive Ordnance
VOC Volatile Organic Compounds
WSG Water Quality Guidelines

**APPENDIX B, PRELIMINARY SOIL, GROUNDWATER (GW) AND SURFACE WATER (SW)
GUIDELINES FOR THE PROTECTION OF ENVIRONMENTAL AND HUMAN HEALTH AT MILITARY
TRAINING SITES – ENERGETICS**

Compounds	Soil (mg/kg soil-dry weight or ppm)			GW (µg/L or ppb)	SW (µg/L or ppb)
	SCMTS _{Env} ^a	SCMTS _{HH} ^b	SCMTS _{AL} ^c		
2,4-DNT	6.7	0.14	130	100 ^e	910 ^g
2,6-DNT	10.6	0.14	130	40 ^e	930 ^g
HMX	89	4100	13	400 ^d	330 ^h
NG	54	2500	2.4	5 ^d	10 ⁱ
Perchlorate	—	—	—	6 ^f	—
RDX	7.7	250	7.6	2 ^d	190 ^h
TNT	9.6	41	31	2 ^d	120 ^g

^a Environment - Soil Concentrations for Military Training Sustainability (NRC, 2011)

^b Human health - Soil Concentrations for Military Training Sustainability from NRC Biotechnical Institute. *Validation of environmental military threshold values for explosives in soil*. Revised June 20, 2008.

^c Applicable to surface water in case of groundwater resurgence - Soil Concentrations for Military Training Sustainability (NRC, 2008)

^d Health Advisory: Life-Time - Drinking Water Standards and Health Advisories (US EPA, 2009)

^e Health Advisory: DWEL - Drinking Water Standards and Health Advisories (US EPA, 2009)

^f Guidelines for Canadian Drinking Water Quality (Health Canada, 2008a)

^g Applicable to surface water in case of groundwater resurgence (unfiltered) - Quebec Ministry of Sustainable Development, Environment and Parks. 2002.

^h Values from Talmage SS, Opresko DM, Maxwell CJ, Welsh CJ, Cretella FM, Reno PH, Daniel FB. 1999. *Nitroaromatic munition compounds: environmental effects and screening values*. Rev Environ Contam Toxicol. 1999;161:1-156.

ⁱ Value from Sullivan, J H, Jr ; Putnam, H D ; Keirn, M A ; Pruitt, B C, Jr ; Nichols, J C. Apr 1979. *A Summary and Evaluation of Aquatic Environmental Data in Relation to Establishing Water Quality Criteria for Munitions-Unique Compounds. Part 2. Nitroglycerin*. WATER AND AIR RESEARCH INC GAINESVILLE FLA

ANNEX "B", BASIS OF PAYMENT

Text in italics will be deleted from the resulting contract.

Pricing Periods:

Year 1 date of award to March 31 2018

Year 2 April 1, 2018 to March 31 2019

All pricing is in Canadian currency and does not include HST or GST (which must be shown as a separate item on invoices).

Pricing Basis "A",

Pricing Basis "A" Collection of Water Samples

The pricing is an all-inclusive price for all aspects of collection of water samples as specified in Annex "A". This includes but is not limited to: travel expenses, transportation of samples to laboratory, sampling equipment, rental or purchase of associated equipment, direct labour, supervision, overhead and profit.

- 1) Year 1 lot price for collection of 62 ground water samples \$ _____ / 62 samples. Estimated usage: 3 collections of 62 samples each.
- 2) Year 1 unit price for collection of 1 ground water sample \$ _____ / sample. Estimated usage: 1 samples.
- 3) Year 2 lot price for collection of 62 ground water samples \$ _____ / 62 samples.
Estimated usage: 1 collection of 62 samples.
- 4) Year 2 unit price for collection of 1 ground water sample \$ _____ / sample.
Estimated usage 2 sample.
- 5) Year 1 lot price for collection of 23 surface water samples \$ _____ / 23 samples.
Estimated usage: 3 collections of 23 samples each.
- 6) Year 1 unit price for collection of 1 surface water sample \$ _____ / sample.
Estimated usage: 2 samples.
- 7) Year 2 lot price for collection of 23 surface water samples \$ _____ / 23 samples.
Estimated usage: 1 collection of 23 samples each.
- 8) Year 1 unit price for collection of 1 surface water sample \$ _____ / sample.
Estimated usage: 1 sample.

Pricing Basis “B”, Analysis of Water

The pricing is an all-inclusive price for all aspects of water analysis as specified in Annex “A”. The pricing for water analysis is based on a standard turnaround time. Urgent turnaround times will be an additional negotiated surcharge and must be authorized by the Project Authority through a Task Authorization.

1. Lot Price for all tests as required in Annex “A” on each ground water sample
 - a) Year 1 \$ _____/sample. Estimated Usage: 188 samples
 - b) Year 2 \$ _____/sample. Estimated Usage: 64 samples
2. Lot Price for all tests as required in Annex “A” on each surface water sample
 - a) Year 1 \$ _____/sample. Estimated Usage: 71 samples
 - b) Year 2 \$ _____/sample. Estimated Usage: 24 samples

Pricing Basis “C”, Reports and Meeting Minutes

The pricing is an all-inclusive price for all aspects of providing a final report or meeting minutes document as specified in Annex “A”.

Year 1 Lot price \$ _____/final report. Estimated usage: 3 reports.

Year 2 Lot price \$ _____/final report. Estimated usage: 1 reports

Year 1 Lot price \$ _____/meeting minutes document.

Estimated usage: 2 meeting minutes documents.

Year 2 Lot price \$ _____/meeting minutes document.

Estimated usage: 2 meeting minutes documents.

Solicitation No. - N° de l'invitation
EN438-167006/A
Client Ref. No. - N° de réf. du client
EN438-16-7006

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46118

Buyer ID - Id de l'acheteur
KIN519
CCC No./N° CCC - FMS No./N° VME

Pricing Basis "D", Additional Consulting Services

These services must be authorized by the Project Authority on a DND 626 Task Authorization Form. These services are for work not covered by pricing in any other pricing basis.

Disbursements

Any requirements and costs for subcontractors, materials, supplies, or rental of non-standard equipment must be identified in the signed Task Authorization Form and the claims for payment.

Rental of Non-Standard Equipment: must be at actual cost Rental rate of commercial equipment which is custom made and does not have an industry standard rental rate must be negotiated by Contract Authority before task authorization is approved.

Materials and supplies: at actual cost to Contractor with no mark-up or overhead for Contractor.

Daily field consumables: Prior to its signing, the contractor can provide with the task authorization a price list for the materials and supplies used on site each day. If the Department of National Defence Project Manager accepts the costs the Contractor does not have to provide an itemized list or receipts for those items when they are used on-site. The Contractor must provide the receipts to the Department of National Defence Project Manager if requested.

Travel and living: 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 (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel and living expenses must have prior authorization of the DND Project Authority prior to any travel. All payments are subject to government audit.

Vehicles: The contractor is entitled to mileage for their company owned/leased vehicles while travelling and on-site. The contractor may not charge a rental fee for company owned/leased vehicles. The contractor may charge for the rental fee and the fuel costs for vehicles it has rented but may not charge a mileage fee for those vehicles.

Item	Service	Estimated Yearly Usage	Year 1 hourly rate	Year 2 hourly rate
1	Project Manager	125		
2	Drafting Technician	180		
3	Environmental Field Technician	640		
4	Senior Engineer	235		
5	Junior Engineer	1305		
6	Administrative Assistant	45		

ANNEX “C”, INSURANCE REQUIREMENTS

1. 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.

n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to: Director

Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042, Ottawa,
Ontario, K1A 0H8

For other provinces and territories, send to: Senior

General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

2. 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.

3. Environmental Impairment Liability Insurance

1. The Contractor must obtain Contractors 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 accident or occurrence and in the annual aggregate.
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 Contractors Professional 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c) Separation of Insureds: 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.
 - d) 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.
 - e) Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

4. 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.
 - e) OPCF/QEF/SEF #4a - Permission to Carry Explosives
 - f) Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

**Annex "D", TASK AUTHORIZATION
AUTORISATION DES TÂCHES**

All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À Delivery location – Expédiez à	<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery/Completion date – Date de livraison/d'achèvement	<div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>Date</div> <div>for the Department of National Defence pour le ministère de la Défense nationale</div> </div>	
Contract item no. N° d'article du contrat	Services	Cost Prix
	GST/HST TPS/TVH	
	Total	
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p> <div style="border-top: 1px solid black; margin-top: 20px; padding-top: 5px;"> <div style="display: flex; justify-content: space-between;"> <div>_____</div> <div>_____</div> </div> <div style="display: flex; justify-content: space-between; font-size: small;"> <div>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</div> <div></div> </div> </div>		

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédiez à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliqueront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

ANNEX “E”, Aboriginal Participation Component

This project will include an Aboriginal Participation Component (APC) which is a mechanism designed to meet the Government of Canada's objectives of encouraging Aboriginal socio-economic development opportunities. The APC is designed to develop long-term sustainable and meaningful socio-economic benefits for Aboriginal people, businesses and communities.

Labour benefits: Aboriginal peoples may be preferentially hired, fulfilling an agreed upon number of Aboriginal employees. Training for these positions also could be provided through local classes and apprenticeships or scholarships and bursaries could be provided. A minimum of two local Aboriginal¹ field support personnel must be employed by the contractor to assist during the water sampling at Stony Point.

A minimum of one of the following benefits must be included in the Aboriginal Participation Component of the Contract:

1. Economic development benefits: Recognition and support of relevant local Aboriginal businesses that are registered on the Aboriginal Business Directory through preferential sub-contracting, as long as local businesses are able to provide goods and services at competitive prices in an efficient and timely manner.
2. Community benefits: Funding for youth programs, social programs, community projects and physical infrastructure; the facilitation of on-going communication between the Contractor and the community through the establishment of advisory committee meetings hosted and funded by the Contractor.
3. Environmental benefits: Establishment of environmental planning and monitoring committees; reclamation commitments; ongoing efforts to minimize harmful activity in culturally significant areas.

¹ Local Aboriginal is defined as band members of the Kettle and Stony Point First Nation.

Solicitation No. - N° de l'invitation
EN438-167006/A
Client Ref. No. - N° de réf. du client
EN438-16-7006

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46118

Buyer ID - Id de l'acheteur
KIN519
CCC No./N° CCC - FMS No./N° VME

Annex "F", Non-Disclosure Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. EN438-167006/KIN/001 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and the Minister of National Defence, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: EN438-167006/KIN/001

Signature

Date

Solicitation No. - N° de l'invitation
EN438-167006/A
Client Ref. No. - N° de réf. du client
EN438-16-7006

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46118

Buyer ID - Id de l'acheteur
KIN519
CCC No./N° CCC - FMS No./N° VME

ANNEX “G” to PART 3 OF THE BID SOLICITATION, ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)