



**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**

<b>Title - Sujet</b> Environmental Professional Support	
<b>Solicitation No. - N° de l'invitation</b> EN438-167014/A	<b>Date</b> 2017-09-22
<b>Client Reference No. - N° de référence du client</b> EN438-16-7014	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-519-7280	
<b>File No. - N° de dossier</b> KIN-6-46227 (519)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-11-06</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Choquette, Herb	<b>Buyer Id - Id de l'acheteur</b> kin519
<b>Telephone No. - N° de téléphone</b> (613) 536-4874 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 380 HUNT CLUB RD OTTAWA Ontario K1A0S5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**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

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

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six 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;

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, 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 (DND) requires Professional Environmental multi-year project management and technical support services to effectively implement UXO clearance and environmental remediation activities at Stony Point, First Nation, Ontario (Stoney Point FN) in accordance with the work described in Annex "A". The project management support will enable DND to effectively plan, monitor, control and close all components of the project needed to meet the terms of the Ipperwash Final Settlement Agreement. The Work to be performed will be on an "as and when requested basis" using a Task Authorization (TA).

The term of the contract will be from the date of award until 31 March 2019 with an option for Canada to extend the Contract by eight additional one year periods to 31 March 2027.

Please refer to the contract provision entitled "Conflict of Interest – Exclusion Cause" with regards to eligibility to bid or work on any future environmental remediation requirements at Stony Point FN. This exclusion could include a significant amount of work since the future environmental remediation of is estimated at over \$40,000,000.00.

1.2.2 There are no security requirements associated with this requirement.

1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

1.2.4 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.

1.2.5 There is an optional bidders' conference associated with this requirement consult Part 2 – Bidder Instructions.

1.2.6 The Phased Bid Compliance Process applies to this requirement.

### **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-andguidelines/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 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 to PWGSC 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.

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"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 to 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.

## **2.7 Bidders' Conference**

A bidders' conference will be held at 180 Kent Street, Ottawa, Ontario on 11 October, 2017. The conference will begin at 10:30 EST, in room 16-087. Bidders should sign in 15-30 min in advance with security on the 15th floor and be escorted to meeting room 16-087. Bidders may participate in the bidders' conference by teleconference. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than 10 October 2017 at 14:00 EST.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

## **2.8 Financial Capability**

SACC Manual Clause A9033T (2012-07-16) Financial Capability

## **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: Technical Bid (4 hard copies)  
Section II: Financial Bid (1 hard copy)  
Section III: 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: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

#### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

#### **3.1.2 Electronic Payment of Invoices – Bid**

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

If Annex "F" 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

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### **Section III: 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**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. An evaluation team composed of representatives of Canada and Malroz Engineering Inc. will evaluate the bids.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 General**

a) Canada is conducting the Phased Bid Compliance Process described below for this requirement.

b) Notwithstanding any review by Canada at Phase I or II of the Phased Bid Compliance Process, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PHASED BID COMPLIANCE PROCESS ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

c) Without prejudice to its other rights, Canada shall have the right, in its absolute discretion, but shall not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Bid, any document and materials from Bidders to clarify the Bid or to correct deficiencies or errors in the Bid that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.

d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the

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address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### 4.1.1.2

##### Phase I: Financial Bid

- a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

Solicitation No. - N° de l'invitation  
**EN438-167014/A**  
Client Ref. No. - N° de réf. du client  
**EN438-16-7014**

Amd. No. - N° de la modif.  
File No. - N° du dossier  
**KIN-5-46227**

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

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i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### 4.1.1.3 Phase II: Technical Bid

- a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Bid Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Bid Compliance Process, will not be evaluated until Phase III.
- b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the

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mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.

h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Bid**

a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

### **4.1.2 Technical Evaluation**

#### **4.1.2.1 Mandatory Technical Criteria**

The Mandatory Technical Criteria are contained in Annex "H"

**The Phased Bid Compliance Process will apply to all mandatory technical criteria.**

### **4.2 Point Rated Technical Evaluation and Calculation of Weighted Technical Score**

Bids meeting all mandatory technical requirements in Phase 2 will move to the point rated evaluation.

The Point Rated Technical Criteria are contained in Annex "I". Bids must achieve total technical points of at least 60% (309 points) of the maximum total technical points available (515 points) to be considered compliant. To calculate the Bidder's technical score their total technical points obtained will be divided by maximum number of points available. The technical score is then multiplied by 70 to calculate the weighted technical score. The weighted scores will be rounded up to two (2) decimal places.

### **4.3 Financial Evaluation**

#### **4.3.1 Evaluation of Price - Bid**

*SACC Manual* Clause A0220T (2014-06-26), Evaluation of Price - Bid

#### **4.3.2 Calculation of Evaluated Price**

Bidder's item unit pricing will be multiplied by the corresponding estimated usage to calculate the extended item price. For evaluation purposes only, the Bidder's extended item price will be calculated for years 5 to 10 by multiplying the Bidder's item unit pricing for year 4 by an escalation factor of 2% (which will be compounded for each year) and the corresponding estimated usage for year 4. The Evaluated Price will be calculated by adding all extended item pricing for all pricing periods and pricing basis.

#### **4.3.3 Calculation of Weighted Financial Score**

To calculate the Bidder's weighted financial score, the Bidder's Evaluated Price will be divided into the lowest Evaluated Price (of all responsive bidders) and this resultant number is multiplied by 30 to calculate the Bidder's weighted financial score. The weighted scores will be rounded up to two (2) decimal places.

#### 4.4 Calculation of Bidders' Value Score

The Bidder's value score is the sum of the Bidder's weighted technical score and the Bidder's weighted financial score.

The 3 Bidders with the highest value scores will be invited to proceed to the next step of the evaluation.

The table below illustrates a fictional example where all three bids are responsive and the selection of the bidders is determined by a 70/30 ratio of technical merit and price, respectively. The maximum total technical points equals 1650 and the lowest evaluated price of a responsive bidder is \$3,500,000.

In this fictional example all three bidders would be invited to proceed to the oral presentations

		Bidder 1	Bidder 2	Bidder 3
<b>Total Technical Points</b>		1500	1350	1200
<b>Evaluated Price</b>		\$6,100,000	\$4,400,000	\$3,500,000
<b>Calculations</b>	<b>Weighted Technical Score</b>	$(1500/1650) \times 70 = 63.64$	$(1350/1650) \times 70 = 57.27$	$(1200/1650) \times 70 = 50.91$
	<b>Weighted Financial Score</b>	$(3,500,000/6,100,000) \times 30 = 17.21$	$(3,500,000/4,400,000) \times 30 = 23.86$	$(3,500,000/3,500,000) \times 30 = 30.00$
<b>Value Score</b>		80.85	81.14	80.91
<b>Overall Ranking</b>		3rd	1st	2nd

#### 4.5 Oral Presentations

The three bidders with the highest value scores will be invited to provide two 20 minute presentations to the bid evaluation team and to respond to a set of standardized questions. The presentations and responses to the questions must be attended and led by the Bidder's Project Manager, Team Leader, Communications Specialist, and, at the Bidder's discretion, up to one additional member of the proposed project team. The presentation requirements and scoring criteria are located in Annex "J".

##### 4.5.1 Calculation of Weighted Presentation Score

The Bidder's total presentation score is calculated by adding all of the points achieved by the Bidder for each presentation and their responses to the questions, from Canada. The Bidder must achieve a total presentation score of at least 60% (720 points) of the maximum total presentation points (1200 points) available to be considered responsive. The Bidder's weighted presentation score is calculated by dividing the Bidder's total presentation points by the maximum available total presentation points and then multiplying this result by 50.

#### 4.6 Calculation of Overall Score

The Bidder's value score and weighted presentation score are added together to calculate their overall score.

#### 4.7 Basis of Selection

The responsive Bidder with the highest overall score 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<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 website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

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The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **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 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 and will remain available to perform the Work in relation to the fulfillment of the requirement.

#### **5.2.3.3 Status of Resources**

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

#### **5.2.3.4 Conflict Of Interest - Exclusion Clause**

The Contractor must sign and strictly follow the conflict of interest - exclusion clause contained in Part 6.

## 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" and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

#### 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.

##### 6.1.2.1 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 \$400,000.00 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.

##### 6.1.2.3 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" means 5%.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with

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paragraph 3. In consideration of such obligation, 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. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **6.1.2.4 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.

**6.1.2.5 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.

**6.2.2 Supplemental General Conditions**

4007 (10-08-2016), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information, 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 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to eight additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

**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

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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 \$400,000.00 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**

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices in accordance with the basis of payment, in Annex "B", as specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been 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 \$1,740,000.00. 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.

### **6.7.3 Progress Payments**

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Contract;
  - d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion of the Work in the Task Authorization, if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

#### **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

#### **6.7.7 Price Escalation of the Basis of Payment**

On the Contract anniversary, if options to extend the Contract are exercised in Canada's sole discretion, on the 5<sup>th</sup> and subsequent Contract years, the Contractor's pricing from the previous year (in Annex B) will be multiplied by the percent of the annual difference in the Statistics Canada Consulting Services Price Index for Environmental, scientific and technical consulting services of the 4<sup>th</sup> quarter of that year minus the index for the 4<sup>th</sup> quarter for the previous year.

The index is located at: <http://www5.statcan.gc.ca/cansim/a26?lang=eng&id=3320023&p2=17>

For example: To calculate the pricing on the 5<sup>th</sup> year (starting April 1 2021) the Contract price for the 4<sup>th</sup> year would be multiplied by the 4<sup>th</sup> quarter index for 2020 minus the 4<sup>th</sup> quarter index for 2019. If the 4<sup>th</sup> quarter index for 2019 was 115.1 and the 4<sup>th</sup> quarter index for 2020 was 120.2 the calculation would be (120.2-115.1) which would result in a 5.1% increase in the pricing for year 5.

#### **6.8 Invoicing Instructions - Progress Payment Claim - Supporting Documentation required**

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment. Each claim must show:
  - a. all information required on form PWGSC-TPSGC 1111;
  - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - c. a list of all disbursements;Each claim must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses (except meals);
  - c. a copy of the monthly progress report.

2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place. The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

## **6.9 Certifications and Additional Information**

### **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.

### **6.10 Applicable Laws**

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

### **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) 4007 (10-08-2016), Supplemental General Conditions - Canada to Own Intellectual Property Rights in Foreground Information
- (c) 2035 (2016-04-04), General Conditions - Higher Complexity - Services,
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements;
- (g) Annex D, DND 626 Task Authorization Form
- (h) Annex E, 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)).

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## **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 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 Non-disclosure Agreement**

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

## **6.16 CONFLICT OF INTEREST - EXCLUSION CLAUSE**

1. The Contractor acknowledges and agrees that as a consequence of performing the Work under this Contract, the Contractor, any of its subcontractors, any of their respective employees and former employees:

- a) Are precluded from participating in any way in the Work to be performed under any subsequent contract for the provision of Environmental Remediation services at Stony Point First Nation, Ontario;
- b) Must not prepare, participate in, or advise upon the preparation of, any bid in response to a bid solicitation, a Request for Standing Offer or a request for Supply Arrangement relating to the provision of Environmental Remediation services at Stony Point First Nation, Ontario;
- c) Must not act, or propose to act, as a contractor itself, member of a joint-venture or subcontractor to any third party submitting a bid in response to any bid solicitation, Request for Standing Offer or Request for Supply Arrangement for the provision of Environmental Remediation services at Stony Point First Nation, Ontario; and
- d) Must not share or provide any information concerning the provision of Environmental Remediation services at Stony Point First Nation, Ontario or that they may have obtained through the performance of the Work under this Contract to any third party.

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2. The Contractor has the responsibility to inform its subcontractors, any of their respective employees and former employees of the above-stated conditions.
3. Should the Contractor, any of its subcontractors, any of their respective employees and former employees fail to respect these obligations, such failure may constitute grounds for Canada:
- (a) to reject any bid as non-responsive, relating to the provision Environmental Remediation services at Stony Point First Nation, Ontario in the preparation of which the Contractor, any of its subcontractors or any of their respective employees and former employees participated; or
  - (b) should the breach of these obligations not be discovered prior to contract award, to terminate this Contract and any subsequent contract(s), Standing Offers and Supply Arrangements awarded as a result of the procurement process for the provision of Environmental Remediation services at Stony Point First Nation, Ontario.

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## **ANNEX "A", Statement of Work**

Environmental Professional Support for Project Management Support and  
Technical Support Services for the Clearance and Remediation of Stony  
Point (Former Camp Ipperwash)

V5.4  
June 9, 2017

## 1. Introduction

- 1.1. DND) requires multi-year project management and technical support services to effectively implement Unexploded Explosives Ordnance (UXO) clearance and remediation activities at Stony Point, Ontario. The project management support will enable DND to effectively plan, monitor, control and close all components of the project needed to meet the terms of the Ipperwash Final Settlement Agreement. This technical support will ensure sound advice and engineering will be applied to the environmental remediation work. The specific scope of tasks completed under this project management and technical support services contract will be determined The Department of Defence (within individual Task Authorizations. The Contract will not include UXO clearance and environmental remediation work.
- 1.2. The *Ipperwash Final Settlement Agreement between the Kettle and Stony Point First Nation and Her Majesty the Queen in Right of Canada* was signed in 2016 (the Final Settlement Agreement). The Final Settlement Agreement sets out mutually acceptable terms for the clearance and remediation of the Stony Point lands, with a view to mitigating risk to human health, safety and the environment. The scope of the project management and technical support services will include Final Settlement Agreement support. Selected relevant sections of the Final Settlement Agreement have been excerpted and are appended in Annex A.
- 1.3. Per the Final Settlement Agreement, DND plans to conduct UXO clearance, environmental remediation and infrastructure removal activities at Stony Point. Phase I of the clearance and remediation at the site was initiated prior to the Final Settlement Agreement being signed and includes pilot work necessary to mitigate urgent significant health and safety concerns on the property, as well as inform the future Clearance and Remediation plan for the site.

## 2. Background

- 2.1. In 1942, Canada authorized the appropriation of the Stony Point Indian Reserve pursuant to the *War Measures Act* to establish a military training facility known as Camp Ipperwash. The appropriated lands were used as an infantry and dismounted training centre for the Canadian Army during World War II and continued to be used by the DND as a training area until the mid-1990's.
- 2.2. From 2004 to 2016, an investigation project was undertaken by DND to fulfill obligations under an investigation agreement, as amended over time, between the Chippewas of Kettle and Stony Point and Canada. The objective of the

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investigation agreement was to facilitate UXO, environmental and cultural resource investigations of the former Camp Ipperwash that would disclose to the parties the necessary information with respect to the site.

### 3. Objective

3.1. The objective of the Contract is for the provision of project and technical support services that will be required including:

3.1.1. Project management services including:

- General project planning and coordination services including monitoring costs of work completed by others; G
- Monitoring and control services during the implementation of the project; M
- Project administration services including file management; and P
- Reporting project progress to DND; and R

3.1.2. Technical services including:

- Estimating costs and developing statements of work for work to be completed by others; E
- Reporting services including the preparation of update reports and final site closure reports; R
- Geographic information system (GIS) and mapping support services; G
- Technical services in support of stakeholder management and the development of communications products; and T
- Contaminated sites technical support analysis and advice. C

3.2. The ultimate objective of the site UXO clearance and remediation work is to produce a series of Site Closure Reports that are prepared in compliance with the specific terms of the *Ipperwash Final Settlement Agreement*. This will require an effective monitoring and control system to verify compliance and quickly correct any deviation from the terms of the Final Settlement Agreement.

### 4. Site Information

4.1. Stony Point FN comprises 1006 hectares of land and is located on the shores

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of Lake Huron within the Municipality of Lambton Shores, in southwestern Ontario. Figure 1 (Appendix B) provides a map illustrating the location of Stony Point.

- 4.2. The UXO investigation of the property identified that approximately 40% of the site requires UXO clearance (Figure 2). The investigation results estimated there to be 412,000 anomalies within the clearance footprints and 95% of the anomalies are likely to be recovered at depths of 35 cm or less. The governing challenge at the site is the UXO, which poses the most risk to personnel working on the site, and takes precedence over other clearance and remediation activities.
- 4.3. The cultural and archaeological investigation identified 141 significant or potentially significant cultural sites on the property. The potential for undiscovered archaeological sites is considered to be high; therefore cultural resource protection measures will be necessary during intrusive UXO clearance and environmental remediation work.
- 4.4. The environmental site investigation identified 52 areas of environmental concern that have chemical concentrations exceeding site screening criteria for one or more parameters (Figure 3). The areas of environmental concern in the Built-Up Area have been roughly delineated. Further delineation of impacted areas is necessary in the training area once UXO clearance activities are completed. Current estimates identify that impacted soil volumes could range from 14,800 to 36,305 m<sup>3</sup>, assuming a future residential land use scenario. Groundwater samples met provincial non-potable criteria in all locations except for sodium in the one well that is installed in the competent bedrock and provided lake or municipal water sources are used for the property there is no significant groundwater concern at the site. Metals and pesticides exceedances of screening criteria were noted in Moon Lake, Peeper Pond and in isolated ditches and streams in various areas of the site. Current estimates identify that impacted sediment volumes could range from 19,565 to 34,150 m<sup>3</sup>. Widespread coliform and faecal coliform detections were noted within the surface water of ditches flowing onto the site. These impacts are attributed largely to runoff of manure from neighbouring agricultural properties.
- 4.5. Additional investigation is necessary at 33 areas of environmental concern and a surface and groundwater monitoring program will be established to confirm noted exceedances and data quality. Generic federal screening criteria will be used to establish clean up requirements where possible, based on the Kettle and Stony Point First Nation Land Use Plan that is currently being developed. However, thus far, low level exceedances of pesticides in sediment on the northern portion of the site, metals in the sediment of Bio Lake, and shallow groundwater detections of cyclonite (RDX) where military training occurred will require additional delineation and/or an evaluation of risks to human and ecological receptors.
- 4.6. A total of 58 buildings are currently present on the site. The Built-Up Area (Figure 4) includes infrastructure that was used to support a military lodging unit

including barracks style “H” buildings, administration buildings, garages, workshops, a water tower, hospital and sewage lagoon. The infrastructure at Stony Point will need to be removed as per the Ipperwash Final Settlement Agreement.

- 4.7. To date, 15 federal species at risk listed on Schedule 1 of the *Species at Risk Act* as threatened or endangered have been confirmed to be present at Stony Point. Six species confirmed onsite have critical habitat identified in draft or final recovery strategies.

4.8. Phase I of the Stony Point clearance and remediation is underway with careful integration of cultural and biological protection measures, but is not governed by a Clearance and Remediation plan, as is now required as per the Final Settlement Agreement. Phase I started in 2015 and is planned to be completed in 2018. The objectives of Phase I are to:

- Establish an interim contaminated soil storage area at the rifle range by demolishing and removing derelict buildings and mobile trailers, conducting a subsurface UXO clearance, and installing access and environmental controls;
- Remediate the main dump and additional waste area by conducting a subsurface UXO clearance and excavating waste materials and impacted soil for offsite disposal;
- Conduct UXO clearance on a 4.5 hectare parcel of land near the sewage lagoons;
- Remediate portions of the Built-Up Area by removing building foundations from previously demolished buildings and excavating impacted soils;
- Landscape and construct a fence in the cemetery;
- Conduct site-wide surface, groundwater and sediment monitoring; and,
- Conduct UXO clearance on an area of the site for future healing and wellness events.

A map delineating the Phase I work areas is contained in Figure 5.

## 5. References and Standards

- 5.1 All Work must be consistent with the requirements of the Ipperwash Final Settlement Agreement (Appendix A).
- 5.2 Appendix C provides the most recent update of the Director Contaminated and Legacy Sites Project Delivery (DCLSPD) GIS Layers and Attribute Standards.
- 5.3 Project Executive Summary, Former Camp Ipperwash Investigation Project is provided in Appendix D).

## 6. Description of Services

6.1. General Project Planning and Coordination Services include the following:

- 6.1.1. Review investigation reports, UXO Clearance Reports, Environmental Effects Determinations, previous Statements of Work (SOWs) and other pertinent documentation to develop an understanding of a history of DND's work on investigating, UXO clearing and remediating the site to date.

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6.1.2. UXO clearance drives all aspects of remediation of the project. However, Canada will have its own UXO clearance specialist for input to these project deliverables. Consult and coordinate with DND's UXO Specialist for the phasing of all clearance and remediation activities.

6.1.3. Develop a Clearance and Remediation plan and an associated Environmental Effects Determination for the project in accordance with the terms of the *Ipperwash Final Settlement Agreement*.

This includes the following inputs:

- I. The Ipperwash FSA Implementation Directors have determined that the Clearance and Remediation Plan will be phased and updated at important project milestones, with the upcoming phase's main focus on UXO Clearance and completion of the environmental investigation to the end of risk assessment or remedial options analysis;
  - II. The Clearance and Remediation plan is anticipated to require two versions in order to successfully integrate cultural and biological protection measures, as well as successfully incorporate KSPFN leadership and community knowledge and concerns. The first version of the Clearance and Remediation Plan will include consideration of the KSPFN land use plan as well as collaboration with KSPFN band representatives and advisors. The second version will incorporate stakeholder feedback from broader community consultation events;
  - III. Develop a draft and final Environmental Effects Determination for the project in accordance with DND templates;
  - IV. UXO Specialist input into Clearance and Remediation Plan will be provided by DND for consultant deliverable development;
- 6.1.4. Because DND must disclose the results of the investigation project to the First Nation community and consult on the proposed Clearance and Remediation Plan and associated environmental protection measures input will also include communication events for Kettle Point and separate communication events or approaches are expected for Stony Point, cottagers and the KSPFN Chief and Council. To support this, the Contractor must:
- Develop a communications strategy for communicating the results of the investigation project and the Clearance and Remediation Plan to different stakeholder groups listed above and soliciting related feedback; and
  - Develop a draft and Final Project Communication Plan.

- 6.1.5. The Contractor must develop amendments to the Clearance and Remediation plan as required in accordance with the terms of the Final Settlement Agreement.
- 6.1.6. The Contractor must improve a GIS-derived master control map to track and present project progress, update it to include relevant UXO clearance and remediation planning information. The map will be used in the Clearance and Remediation Plan and updates as well as quarterly updates to show project progress.
- 6.1.7. The Contractor must develop cost estimates for the project to support federal approvals for the project. This will include UXO Clearance, Environmental Investigation, Environmental Remediation, Infrastructure removal, and site restoration costs.
- 6.1.8. The Contractor must use the updated project GIS in planning meetings and workshops.
- 6.1.9. The Contractor must develop specifications, Statements of Work and pre-tender cost estimates for various aspects of the clearance and remediation project.
- 6.1.10. The Contractor must conduct project reviews and facilitate lessons learned exercises at various intervals during the clearance and remediation project, such as after project milestones. Participate in lessons learned exercises, as required or requested by DND.

## 6.2. Monitoring and Control Services During the Implementation Phase

The Contractor must:

- 6.2.1. Schedule and task tracking and hosting a team teleconference, including DND. Monitor project progress against the schedule and scope baseline;
- 6.2.2. Update Project Cost estimates, as needed, with updated to the Clearance and Remediation Plan;
- 6.2.3. Support the observation and monitoring of field work as it is being completed and provide related updates, as requested; and
- 6.2.4. Review and comment on deliverables prepared by contractors to verify compliance with the terms of their contracts and for compliance with the Final Settlement Agreement, as requested. Compile comments from various reviewers.

### 6.3. Reporting Services

- 6.3.1. Reporting Services include the points listed in the following bullets. They are intended to provide the documentation that Canada agreed to provide within the terms of the Final Settlement Agreement.
- 6.3.2. Coordinate, draft and prepare for signature formal project documents and reports including the reports that are required to be prepared by Canada in the Final Settlement Agreement;
- 6.3.3. Give written or presentation briefings on project scope, progress and concerns of the project to various stakeholders;
- 6.3.4. Ensure management staff is provided with timely and accurate project information and status updates;
- 6.3.5. Develop the format of and prepare Site Completion Reports (SCRs) in accordance with the Final Settlement Agreement for parcels of land where Clearance and Remediation is completed;
- 6.3.6. Develop the format of and prepare Infrastructure Removal Completion Reports in accordance with the Final Settlement Agreement;
- 6.3.7. Prepare environmental disclosure reports and UXO disclosure reports in accordance with the Final Settlement Agreement;
- 6.3.8. Coordinate with other project consultants to ensure their SCRs and other reports are completed in accordance with the Final Settlement Agreement. Review their reports to ensure compliance; and
- 6.3.9. As described in Article 11 of the FSA, the Contractor must draft quarterly update reports that summarize the following activities on the Settlement Lands:
  - I. A list of clearance and remediation activities undertaken in the previous quarter;
  - II. Activities planned in the next quarter; and,
  - III. Updates of the proposed schedule for activities.

### 6.4. GIS and Mapping Support:

#### The Contractor must:

- 6.4.1. Review the project's environmental geodatabase against the Director Contaminated and Legacy Sites Project Delivery (DCLSPD) layer and attribute standards and the following two reports to identify and revise any discrepancies or omissions:

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- CH2MHill. March 2015. Phase II Contaminated Sites Investigation, Unexploded Explosive Ordnance, Environmental and Cultural Resource Investigation within the Former Camp Ipperwash – Ipperwash, Ontario. 3704 pages.
  - Amec Foster Wheeler. March 2016. Phase II Environmental Site Assessment Former Camp Ipperwash, Lambton Shores, Ontario. 2141 pages.

The DCLSPD has four layer and attribute standards (UXO, environmental, cultural and biological), which are contained in Appendix “B”;

- 6.4.2. Coordinate with other project consultants to ensure GIS deliverables for UXO clearance and environmental remediation projects are completed in accordance with DCLSPD’s layer and attribute standards;
- 6.4.3. Review and provide comment on GIS deliverables for UXO clearance and environmental remediation projects with respect to compliance with DCLSPD’s layer and attribute standards (anticipate 3 deliverables per year);
- 6.4.4. Integrate GIS deliverables (anticipate 3 deliverables per year), updated critical habitat mapping and other key deliverables into the project’s master GIS;
- 6.4.5. Plan, format and design map content using the project GIS, aerial photographs, survey notes, records, reports and other maps to support planning, project monitoring and control and project reporting;
- 6.4.6. Provide GIS support through a web-sharing interface for planning meetings upon request and provide assistance with navigating the project GIS during project meetings; and
- 6.4.7. Host and manage a password protected web GIS application using existing project data and update approximately twice per year. The web application and all associated data will remain the intellectual property of the Government of Canada.

## 6.5. Development of Communications Products

- 6.5.1. DND has a duty to inform the site users of the environmental condition of the site and to consult on proposed Clearance and Remediation Plan updates or changes and associated environmental protection measures. Communication events that will present the results of investigations and progress on the clean-up will be necessary at Kettle and Stony Point. To support this, the Contractor must:
  - Review the investigation results, UXO Clearance progress, Environmental Remediation Progress and updates to the

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Clearance and Remediation Plan;

- Update the Project Communication Plan, as needed;
- Develop supporting communication and information products using a variety of tools and techniques and select an appropriate medium to convey the information and results;
- Develop media advertisements, when required;
- Attend the events to record observations, number of attendees and questions and answers; and
- Prepare a summary report of the event with lessons learned and recommendations for improvement.

6.5.2. As per the *Ipperwash Final Settlement Agreement*, DND is required to meet with the Chief and Council of the First Nation at least once annually for the purpose of briefing the First Nation on the progression of clearance, remediation and infrastructure removal activities. The Contractor must support the DND project manager by preparing communication and information products and progress report updates for the meeting.

6.5.3. The Contractor must plan, prepare information products, and facilitate 2-day workshops with the project team, as well as Band representatives and experts in order to collaborate on key topics such as UXO clearance, cultural and biological protection, and environmental investigation/remediation. Prepare reports summarizing community consultation after completion of the workshops.

6.6. Contaminated Site Professional Support – The Contractor's environmental expert support will respond to the DND project manager and must:

6.6.1. Provide advice on the appropriate approaches for:

- Contaminated site investigations;
- Contaminated site remediation;
- Human health and ecological risk assessments; and
- Hydrogeological assessments;

6.6.2. Provide tender phase support services, including development of work scopes, developing statements of work, answering Contractor questions, attending teleconferences to coordinate responses, and providing advice;

6.6.3. Review trend analysis and integration of sediment, surface water and ground water monitoring reports into the project database;

6.6.4. Prepare project plans and specifications for targeted remediation and infrastructure demolition work;

6.6.5. Conduct a third party review of environmental work plans and contract

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deliverables, including Human Health and Ecological Risk Assessments and remediation reports; and

6.6.6. Provide advice on the management of environmental issues, as required.

## 7. General Requirements

### 7.1. Health and Safety:

7.1.1. Health and safety documents are to be submitted following the authorization to proceed and prior to any field work commencing. As fieldwork is required under the Contract, the Contractor must comply with the Contractor's health and safety plan.

### 7.2. Cultural Awareness Training:

7.2.1. Key personnel, including staff referenced in Section 7.4, and at least two other project staff must attend a 2-day cultural awareness training session in Kettle Point, ON.

### 7.3. Protection of Work:

7.3.1. All reports and supplements (drawings, plans, records, maps, reports, digital imagery, and summaries) will become and remain the property of DND. Any use of them by the Contractor for any purpose unrelated to the fulfillment of the terms of this SOW and subsequent project constitutes trespass. The Contractor must ensure that its employees do not divulge any information contained therein via any means including social media. DND reserves the right to duplicate or release Consultant's reports without the permission of the Consultant.

### 7.4. Qualifications:

7.4.1. The Contractor must hold a valid and current certificate of authorization from Professional Engineers Ontario (PEO) and or from the Association of Professional Geoscientists of Ontario (APGO).

7.4.2. PROJECT MANAGER (PM): The PM must have a minimum of 6 years of industry experience managing contaminated sites.

*NOTE: For clarity, the role of the PM will be to coordinate the technical leads in order to meet SOW requirements. Furthermore, the PM is not expected to be a subject matter expert in UXO clearance or environmental contaminant management, but will be expected to coordinate with others to obtain the necessary technical advice.*

- 7.4.3. **TEAM LEADER:** must be a Senior Environmental Professional who is a licensed Professional Engineer or a licensed Professional Geoscientist, with a minimum of 10 years' combined experience in all of the following: Clearance and Remediation Plan development and modifications; creation of designs & specifications, cost estimating, and providing advice related to Environmental Remediation.
- 7.4.4. **SENIOR ENVIRONMENTAL PROFESSIONAL:** must be a licensed Professional Engineer or a licensed Professional Geoscientist, with a minimum of 10 years' experience in the environmental field.
- 7.4.5. **INTERMEDIATE ENVIRONMENTAL PROFESSIONAL:** must be a licensed Professional Engineer or a licensed Professional Geoscientist, with a minimum of 5 years' experience in the environmental field.
- 7.4.6. **JUNIOR ENVIRONMENTAL PROFESSIONAL:** must be a licensed Professional Engineer or a licensed Professional Geoscientist, with a minimum of 2 years' experience in the environmental field.
- 7.4.7. **HHERA PROFFESIONAL:** Human Health and Ecological risk assessment advice and deliverable review to be provided by a senior toxicologist or senior environmental engineer with a minimum of 10 years' experience in leading Human Health and Ecological risk assessments and a QP<sub>RA</sub> that is qualified to practice in the Province of Ontario. Separate Risk Assessment Specialists that meet these requirements may be proposed for Human Health and Ecological components (each must have a minimum of 10 years of relevant experience in their specialty and each must be a Qualified Person as detailed above).
- 7.4.8. **GIS ANALYST:** The GIS Analyst must have a minimum of three (3) years of professional industry experience in creating, organizing and managing geospatial data. The GIS Analyst must have completed a post-secondary education from a recognized institution with either a degree in Geography or Geomatics with a focus on GIS, or a two (2) year diploma program focused entirely on GIS and Geomatics.
- 7.4.9. **COMMUNICATION SPECIALIST:** The Communications specialist must have a minimum of 10 years of experience in environmental risk communication to the public.

## 8. Meetings and Deliverables

### 8.1. Progress Meetings and Progress Reporting:

8.1.1. Table 1 summarizes the key meetings and deliverables that the Contractor may be tasked to provide.

**Table 1 - Summary of Meetings and Deliverables**

<b>SOW Section</b>	<b>Meetings / Deliverable</b>	<b>Submission Freq.</b>	<b>Format</b>	<b>Timelines and Assumptions (For Planning Purposes)</b>
6.1.3	Clearance and Remediation Plan in accordance with Article 15 of the FSA Version 1	1 Draft per version. 1 Final per version.	Electronic & 4 hardcopies	Draft within 12 weeks of receipt of the Land Use Plan developed by the First Nation(FSA Article 13)  Final within 2 weeks of receipt of comments.  Assume 4 full day collaboration meetings in Ottawa.  Assume three 2-day workshops at Kettle Point with the project team (refer to section 6.5.5).
6.1.3	Clearance and Remediation Plan in accordance with Article 15 of the FSA Version 2	1 Draft per version. 1 Final per version.	Electronic & 3 hardcopies	Draft within six weeks of completion of community consultations.  Final within 2 weeks of receipt of comments.  Assume 1 full day collaboration meeting in Ottawa.

<b>SOW Section</b>	<b>Meetings / Deliverable</b>	<b>Submission Freq.</b>	<b>Format</b>	<b>Timelines and Assumptions (For Planning Purposes)</b>
6.1.3	Environmental Effects Determination	2 Drafts. 1 Final.	Electronic & 3 hardcopies	Draft 1 to be delivered with the draft version 1 of C&R Plan.  Draft 2 to be delivered with the draft version 2 of C&R Plan.  Final version to be delivered with the final version 2 of the C&R plan
6.1.4	Project Communications Plan	1 Draft. 1 Final.	Electronic	Draft 2 weeks after submission of draft Version 1 of C&R Plan.  Final within 1 week of receipt of comments.
6.1.5	Amendments to the Clearance and Remediation Plan in accordance with Article 15 of the FSA.	1 Draft 1 Final	Electronic & 4 hardcopies	As required - anticipate amendments every 2 years.
6.1.6	Master Control Map	1 Final	Electronic	
6.1.7	Project cost estimates	1 Draft 1 Final	Electronic	Draft 8 weeks after acceptance of final version 2 of C&R Plan.
6.1.9	Specifications, Statements of Work and pre-tender cost estimates.	1 Draft 1 Final	Electronic	As required in accordance with the Clearance and Remediation Plan – assume 2 packages annually.
6.1.10	Project review and Lessons Learned exercise and report	1 Draft 1 Final	Electronic	As required – anticipate one annual.
6.2.1	Teleconference and updated schedule and task tracker	Biweekly	Electronic	Same day
6.2.2	Project Cost Estimate Updates	1 Final	Electronic	1 week after acceptance of updated C&R Plan
6.2.4	Comments on deliverables, compile comments	1 Final	Electronic	As required – assume 3 per year.

<b>SOW Section</b>	<b>Meetings / Deliverable</b>	<b>Submission Freq.</b>	<b>Format</b>	<b>Timelines and Assumptions (For Planning Purposes)</b>
6.3.5	Site Completion Reports	1 Draft 1 Final	Electronic	As required – anticipate one per year, after C&R Plan is approved.
6.3.6	Infrastructure Removal Completion Reports	1 Draft 1 Final	Electronic	As required – anticipate one per year, after C&R Plan is approved.
6.3.7	Environmental Disclosure Reports	1 Draft 1 Final	Electronic	Upon completion of all work detailed in the C&R Plan
6.3.7	UXO Disclosure Reports	1 Draft 1 Final	Electronic	Upon completion of all work detailed in the C&R Plan
6.3.9	Quarterly Project Update Report	Quarterly 1 Draft 1 Final	Electronic	Draft on first Monday in July, October, January and April.  Final 3 days after receipt of DND comments.
6.4.1	Revised environmental geodatabase	1 Final	Electronic	Once within six months of award.
6.4.3	Comments on GIS deliverables	1 Final	Electronic	As required – assume 3 per year
6.4.4	GIS Deliverables incorporated into database	1 Final	Electronic	Anticipate three per year
6.4.6	Web shared GIS hosting support to planning using the project GIS	Teleconferen ce	Electronic	Assume 3 half day collaboration meetings via Web meeting per year
6.4.7	Coordinate & manage hosting of a password protected GIS application	Throughout	Electronic	Continuous once established
6.5.1	Project Communications Plan updates	Annual 1 Draft. 1 Final.	Electronic	Assume draft mid-February.  Final version 3 days after comments received.
6.5.1	Community Consultation Products	Annual 1 Draft 1 Final	Electronic	Assume draft late-February.  Final version 1 week after comments received.

<b>SOW Section</b>	<b>Meetings / Deliverable</b>	<b>Submission Freq.</b>	<b>Format</b>	<b>Timelines and Assumptions (For Planning Purposes)</b>
6.5.1	Community consultation summary report	Per event	Electronic	Assume two events in Kettle point, 3 days onsite for open house and door to door discussions with anyone at Stony Point, and one summertime event in Thedford for cottagers and/or interested community members.
6.5.2	Support for annual progress update meetings	Annual	Electronic	Annually
6.5.3	2-day Workshop Summary Reports	Per event	Electronic	Assume three events
6.6.2	Tender phase support documents	As required	Electronic	Assume two per year.
6.6.4	Project plans and specifications for remediation and demolition	As required	Electronic	Assume once per year.
6.6.5	Third party reviews	As required	Electronic	Assume two per year.
7.2.1	Cultural Awareness Training			Assume key personnel and 2 staff will attend a 2 day training session at Kettle Point.

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## **Appendix A: Final Settlement Agreement Excerpts**

Available from Contract Authority upon request.

## **Appendix B: Figures**

Available from Contract Authority upon request.

Figure 1 – Site Map

Figure 2 – UXO Footprints and Anomaly Density

Figure 3 – Areas of Environmental Concern

Figure 4 – Built-up Area Infrastructure

Figure 5 – Phase I Clearance and Remediation Work Areas

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**Appendix C: GIS Layer and Attribute Standards**  
Available from Contract Authority upon request.

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**Appendix D: Project Executive Summary, Former Camp Ipperwash Investigation Project**  
Available from Contract Authority upon request.

## **ANNEX "B", BASIS OF PAYMENT**

### **Pricing Periods:**

Year 1 Date of award to March 31, 2018; Year 2 April 1, 2018 to March 31, 2019  
Year 3 (optional) April 1, 2019 to March 31, 2020; Year 4 (optional) April 1, 2020 to March 31, 2021  
Year 5 (optional) April 1, 2021 to March 31, 2022; Year 6 (optional) April 1, 2022 to March 31, 2023  
Year 7 (optional) April 1, 2013 to March 31, 2024; Year 8 (optional) April 1, 2024 to March 31, 2025  
Year 9 (optional) April 1, 2015 to March 31, 2026; Year 10 (optional) April 1, 2026 to March 31, 2027

### **Estimated Usages**

*Estimated usages are for evaluation purposes only and do not commit Canada to payment that exceeds that actual usage which is authorized. The estimated usage for years 5, 6, 7, 8, 9, 10 are typical of estimated usage for Year 4. All Work under this Contract must be authorized by signed (DND 626 form) Task Authorizations before it is performed.*

### **Disbursements**

Any requirements and costs for subcontractors, laboratory testing, materials, supplies, or rental of equipment must be identified in the signed Task Authorization Form and the claims for payment. These will be claimed at actual cost to Contractor with no mark-up or overhead for Contractor. Charge out rates for subcontractors must not exceed corresponding rates herein.

### **Travel and Living Expenses - National Joint Council Travel Directive**

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 and private vehicle expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

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

All payments are subject to government audit.

Estimated Cost: \$ 30,000/year.

### **Firm all-inclusive Hourly Rates for Labour**

*Text in italics will be deleted from the resulting contract.*

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

**LABOUR:** Firm hourly rates for Contractor's personnel and ceiling rates for subcontractors, including but not limited to: overhead, profit, direct labour, supervision and standard equipment. Rates are in Canadian currency and do not include HST. Standard equipment consists of items required for the normal performance of work, including personal protective equipment, camera, hand tools, handheld GPS (minimum accuracy of  $\pm 3$  m), computers and software, two-way radios and cellular phones. Labour rates will be used for approved productive work, waiting and travel. If the resource is travelling from another worksite, travel time will be charged from either that work site or the Contractor's nearest office, whichever is the lower cost.

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**Labour rates**

<b>Item</b>	<b>Category of Personnel</b>	<b>Estimated hours Usage Year 1</b>	<b>Year 1 Firm Hourly Rates</b>	<b>Estimated hours Usage Year 2</b>	<b>Year 2 Firm Hourly Rates</b>	<b>Estimated hours Usage Year 3</b>	<b>Year 3 Firm Hourly Rates</b>	<b>Estimated hours Usage Year 4</b>	<b>Year 4 Firm Hourly Rates</b>
1	Project Manager	568	\$	758	\$	628	\$	708	\$
2	Team Leader	340	\$	450	\$	394	\$	474	\$
3	Senior Environmental Professional	130	\$	290	\$	250	\$	250	\$
4	Intermediate Environmental Professional	470	\$	850	\$	970	\$	1130	\$
5	Junior Environmental Professional	530	\$	690	\$	450	\$	450	\$
6	Senior Engineer/RA Specialist	200	\$	220	\$	190	\$	230	\$
7	Communications Specialist	230	\$	250	\$	210	\$	210	\$
8	Archaeologist	90	\$	90	\$	30	\$	50	\$
9	Biologist	90	\$	90	\$	30	\$	50	\$
10	Drafting/GIS	730	\$	660	\$	770	\$	890	\$

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Item	Category of Personnel	Estimated hours Usage Year 1	Year 1 Firm Hourly Rates	Estimated hours Usage Year 2	Year 2 Firm Hourly Rates	Estimated hours Usage Year 3	Year 3 Firm Hourly Rates	Estimated hours Usage Year 4	Year 4 Firm Hourly Rates
11	Cost Analyst	50	\$	290	\$	130	\$	130	\$
12	Administration	204	\$	390	\$	370	\$	430	\$

## **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) 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. 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

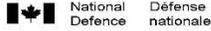
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## **ANNEX "D", TASK AUTHORIZATION**



**TASK AUTHORIZATION  
 AUTORISATION DES TÂCHES**

<b>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.</b>		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	<b>TO THE CONTRACTOR</b> 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. 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.  <b>À L'ENTREPRENEUR</b> 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. 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.	
Delivery location - Expédiez à	_____ Date for the Department of National Defence pour le ministère de la Défense nationale	
Delivery/Completion date - Date de livraison/d'achèvement		
Contract item no. N° d'article du contrat	Services	Cost Prix
		<b>GST/HST TPS/TVH</b>
		<b>Total</b>
<b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract. <b>NE S'APPLIQUE QU' AUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.		
_____ for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux		

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### 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/Init 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/celling 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.

**Expédié 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'appliquera/ront 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", 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. EN438-1670014/KIN/001

between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and Department 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.: EN438-1670014/KIN/001

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ANNEX “F” 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);

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## ANNEX "G" to PART 5 - BID SOLICITATION, FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's website](#).

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

## **ANNEX “H”, MANDATORY TECHNICAL EVALUATION CRITERIA**

### **Mandatory Technical Evaluation Criteria**

Bidders must provide documentation to prove that they comply with each and every mandatory technical requirement or they will be considered non-compliant and receive no further consideration.

1. The Bidder must hold a valid and current Certificate of Authorization from Professional Engineers Ontario (PEO), or from the Association of Professional Geoscientists of Ontario (APGO).
2. The Bidder must have completed as the prime contractor or as a subcontractor, at least two projects of each of the following types:  
Category 1 – Detailed Quantitative Human Health and Ecological Quantitative Risk Assessment;  
Category 2 – Remedial options analysis, design, and oversight of pilot testing and remediation of metals-contaminated soils; or  
Category 3 – Phase 2 or 3 Environmental Site Assessment.

The demonstration of Work on these projects must include the following information regarding the project: description of work performed; start and completion dates; contact information and signed client reference. Acceptable client references are the land owner`s: Project Manager, Technical Authority or their delegates. The client reference can't be an employee or owner of: another subcontractor or the prime contractor for the project.

3. The Bidder must provide an organization chart with the names of all proposed personnel and a narrative that explains their roles and responsibilities, to be dedicated to the Work.
4. The Bidder must propose a Project Manager who has a minimum of 6 years from bid closing of industry experience managing contaminated sites.
5. The Bidder must propose as their Team Leader, a Senior Environmental Professional who is a licensed Professional Engineer or a licensed Professional Geoscientist, with a minimum of 10 years' combined experience (within 20 years of bid closing) in all of the following: Clearance and Remediation Plan development and modifications; creation of designs & specifications, cost estimating, and providing advice related to Environmental Remediation.
6. The Bidder must include in their bid a Risk Assessment Specialist(s) who is a senior toxicologist or a senior environmental engineer, with a minimum of 10 years' experience within 20 years of bid closing in leading Human Health and Ecological Risk Assessments, and be a Qualified Person for the purpose of undertaking risk assessments in Ontario (QPRA) in accordance with the requirements of Section 6 of the Environmental Protection Act Regulation, O.Reg. 153/04. Separate Risk Assessment Specialists that meet these requirements may be proposed for Human Health and Ecological components (each must have a minimum of 10 years within 20 years of bid closing of relevant experience in their specialty and each must be a Qualified Person as detailed above.)
7. The Bidder must propose a Communications Specialist with a minimum of 10 years' experience within 20 years of bid closing communicating environmental risks to the public through a combination of written and verbal presentations.

## **ANNEX "I", TECHNICAL EVALUATION POINT RATED CRITERIA**

The Bidder must achieve a total technical score of at least 60% (309 points) of the maximum total available points (515 points) to be considered responsive.

### **1. Experience of the Key Personnel**

In this section, the Bidder should demonstrate that the key personnel identified below have the necessary technical expertise and project management experience to carry out the Work, as detailed in the scoring grid. Points will be awarded as detailed herein.

#### **KEY PERSONNEL**

- A. Project Manager;
- B. Team Leader;
- C. Risk Assessment Specialist(s); and
- D. Communications Specialist.

Resumes for proposed personnel should be provided.

The length of each resume must be no longer than 2 pages double-sided. Except where indicated in a note, any pages submitted in excess of the stipulated maximums will be removed from the point rated evaluation and not considered in the evaluation. One page of double sided printing is equivalent to two pages of single sided printing. Bidder should use a font no smaller than 10 points.

#### **Scoring Grid: Allocation of Points**

##### **A. Project Manager (Maximum 28 pts)**

- 1) 1 point for each year of experience within 20 years of bid closing, managing one or more of these types of projects, on First Nation Land: environmental site assessment or remediation or risk management projects. Maximum available points: 6;
- 2) 1 point for each year of experience within 20 years of bid closing, managing for one or more of these types of projects for species at risk considerations: environmental site assessment or remediation projects. Maximum available points: 6;
- 3) 6 Points for experience managing an environmental project on military lands with UXO considerations; and
- 4) 1 Point for each year within 20 years of bid closing, employed by the Bidder. Maximum available points: 10.

##### **B. Team Leader (Maximum 75 pts)**

- 1) 1 point for each year of experience within 20 years of bid closing, managing one or more of these types of projects, on First Nation Land: environmental site assessment or remediation projects. Maximum available points: 10;
- 2) 2 Points for each year of experience within 20 years of bid closing, designing on-site soil remediation of metals contamination. Maximum available points: 30;

- 
- 3) 1 Point for each design and specification package for environmental site remediation that was stamped by the proposed Team Leader within 20 years of bid closing, Maximum available points: 10;

NOTE: a single page list of design and specification packages stamped by the Senior Environmental Professional for environmental site remediation projects can be provided as an attachment to the resumes and it will not be counted toward the maximum acceptable pages for resumes.

- 4) 1 Point for each year of experience within 20 years of bid closing, with field or bench pilot scale testing for optimization of environmental remediation for metals contamination. Maximum available points: 10; and
- 5) 1 Point for each year employed by the Bidder. Maximum available points: 15.

### **C. Risk Assessment Specialist(s) (Maximum 50 pts)**

The Bidder should propose one Risk Assessment Specialist for Human Health risk assessments and one Risk Assessment Specialist for ecological risk assessments. The same Risk Assessment Specialist may be identified for each role.

- 1) 5 Points for each project where the proposed Risk Assessment Specialist developed site specific human health remediation criteria and used it to successfully remediate a federally contaminated site up to Step 10 of the Decision Making Framework of the Federal Contaminated Sites Action Plan described at: <http://www.federalcontaminatedsites.gc.ca/default.asp?lang=En&n=148EA885-1&offset=1&toc=show>. Maximum available points: 10;
- 2) 5 Points for each project where the proposed Risk Assessment Specialist developed site specific ecological remediation criteria and used it to successfully risk manage a federally contaminated site up to Step 10 of the Decision Making Framework of the Federal Contaminated Sites Action Plan described at: <http://www.federalcontaminatedsites.gc.ca/default.asp?lang=En&n=148EA885-1&offset=1&toc=show>. Maximum available points: 10;
- 3) 10 Points for experience of the proposed Risk Assessment Specialist completing ecological risk assessments including reptiles and amphibians for contaminants of concern that bioaccumulate and are not PCBs. (Ecological Risk Assessment Specialist only);
- 4) 10 Points for experience of the proposed Risk Assessment Specialist modelling Human Health risk for energetic contaminants; and
- 5) 10 Points for experience of the proposed Risk Assessment Specialist modelling Ecological risk for energetic contaminants.

### **D. Communications Specialist (Maximum 16 pts)**

- 8 Points for experience communicating with First Nations communities; and
- 8 Points for experience training clients to communicate with stakeholders.

## 2. Corporate Experience

In this section, the Bidder should demonstrate their corporate experience. Bidders must use the same projects provided for Annex "H", Mandatory Technical Evaluation Criteria number 2). The length of each project example must be no longer than 1 page double-sided. Any pages submitted in excess of the stipulated maximums will be removed from the point rated evaluation and not considered in the evaluation. One page of double sided printing is equivalent to two pages of single sided printing. Bidder should use a font no smaller than 10 points. If another firm was the Prime Contractor to which the Bidder was a subcontractor for the project, indicate the name of the firm and the Bidder's relationship to that firm. If the Bidder was part of a Joint Venture the Bidder should provide a detailed description of their work and responsibilities.

Bidders should highlight their capabilities as follows:

Projects 1 & 2 – Detailed Quantitative Human Health and Ecological Risk Assessments (Category 1);  
Projects 3 & 4 – Remedial options analysis, design, and oversight of pilot testing and remediation of metals-contaminated soils (Category 2); and  
Projects 5 & 6 – Phase 2 or 3 Environmental Site Assessments (Category 3).

Projects should be numbered from 1 to 6 and should:

Demonstrate the initial completion date, final completion date, initial budget and actuals spent upon completion;

Demonstrate the relevance of the project to this requirement;

Include in the project description, the details applicable to the scoring grid in this annex; and

Include either a signed letter, a signed project description or email from at least one client reference for each project that verifies the technical content of the bidder's response for each project, including the client reference's email and telephone number.

Canada will email requests for verification of the applicable project information to all client references supplied by all the Bidders on the same day. Canada will request an additional reference from the bidder, if no response is received from the primary reference within 5 days, and there will be 5 business days for the new reference to respond.

Points will not be allocated if: the bidder does not provide a client reference, the client reference does not respond to Canada's request, the client reference states he or she is unable or unwilling to provide the information requested, or the client reference is an affiliate of the Bidder, subcontractor of the Bidder, Prime Contractor on the project, or other entity that does not deal at an arm's length with the Bidder.

**Scoring Grid for each project: (Maximum 246 pts for all 6 projects)**

2 Points per project that were completed within 5 years from solicitation closing date. Maximum available points: 12;

4 Points per project that the Bidder was the prime consultant or part of a joint venture that was the prime consultant, who led the project on behalf of the client.  
Maximum available points: 24;

5 Points per project that was performed on First Nation land or land designated to be reserve land when the project was completed. Maximum available points: 30;

8 Points per project that involved communicating health risks to First Nation communities, or experience communicating remediation plans to First Nation communities. Maximum available points: 48;

5 Points per project that had cultural considerations requiring archaeological field support to execute field work. Maximum available points: 30;

5 Points per project that had UXO safety considerations requiring UXO expert support to execute field work. Maximum available points: 30;

2 Points per project that had contaminants from military training, including explosives. Maximum available points: 12;

5 Points per project that had species at risk considerations requiring biologist field support to execute field work. Maximum available points: 30; and

1 Point per team member identified in the project (max 5 points per project) whose name also is listed as Key Personnel in the Bidder's bid proposal. Maximum available points: 30.

### 3. Team Approach and Management of Services

In this section, the Bidder *should explain* through the use of the organization chart, roles and responsibilities, provided for at Mandatory Criteria 3:

- How the team will be organized to deliver the services specified in the Statement of Work;
- How the bidder intends to retain the proposed resources throughout the period of this requirement, and any contingencies in place to ensure successful execution of the SOW (maximum 1 page, single-side).
- An outline of the approach for consultation with the First Nation community for this requirement (maximum 1 page, single-side).
- Quality control and quality assurance techniques including the levels of QA/QC for the content and timing of contract deliverables (maximum 1 page, single-side).
- A description of other services or innovative products that could be employed to support the SOW over the term of the requirement (maximum 1 page, single-side).

#### Scoring Grid (maximum 100 points):

- a. Points for the extent that the description of the roles and responsibilities of the proposed resources will satisfy the deliverables of the SOW. Maximum available points: 40
- b. Points for the retention plan of resources over the term of the requirement, including contingencies to meet the estimated usages in Annex "B". Maximum available points: 10
- c. Points for the methodology and approach for consultation with First Nation community for this requirement. Maximum available points: 30
- d. Points for project quality control and quality assurance with respect to contract deliverables, and for third party data validation. Maximum available points: 10
- e. Points for other services or innovative products proposed that could provide tangible benefits to Canada. Maximum available points: 10

The bidder must achieve a total technical score of at least 60% (309 points) of the maximum total available points (515 points) to be considered responsive

## ANNEX "J", ORAL PRESENTATIONS

The three responsive Bidders with the highest value scores will be invited by the Contracting Authority to make 2 presentations and respond to standard questions from Canada's evaluation team, at DND offices in Ottawa. Along with the invitation, the Contracting Authority will provide data packages that will be required by the Bidders for preparing their presentations. The Bidders will have a minimum of 21 calendar days to prepare their presentations. Bidders may be reimbursed up to \$3,000 for travel expenses incurred to attend in accordance with Appendices 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 "travelers", rather than those referring to "employees".

If the Bidder would like a site visit at Stoney Point First Nations in order to prepare for the presentations, a request is to be sent to the Contracting Authority and a date(s) will be set to accommodate the Bidders submitting the request. In addition, during the preparation period, the Bidders may submit written questions to the Contracting Authority up to 7 calendar days before the first presentation commences. 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 to all Bidders may not be answered by Canada.

The Bidder must achieve a total oral presentation score of at least 60% (720 points) of the maximum total presentation points (1200 points) available to be considered responsive

### A. Presentations

Each presentation should be completed within 20 minutes (the evaluation team will stop the presentation at the 20 minute mark). Each presentation must be based on the data package provided by the Contracting Authority, in order to receive any points.

Presentation 1. Communicates the environmental investigation results from a specific area of Former Camp Ipperwash, the related contaminants and the next steps for the project.

PRESENTER: Bidder's Proposed Communications Specialist.

TARGET AUDIENCE: Concerned Kettle & Stoney Point First Nation members.

Presentation 2. Describes the bidder's overall understanding of the work required for this requirement and how, specifically, they will undertake preparation of the Clearance and Remediation Plan. Also, describe how to sequence clearance and remediation of a specific area of the site described in the data package provided to the bidder.

PRESENTER: Bidder's Proposed Team Leader.

TARGET AUDIENCE: DND Project Manager/PSPC Contract Manager.

The presentation must be based on information in the SOW, and the GIS data package containing key site features that will be provided by the Contracting Authority. The areas which will be the subject of the presentation will be identified in this data package.

**Scoring Grid (maximum 280 points for each presentation)**

- 50 Terminology appropriate for the target audience, information is easily understood;
- 50 Appropriate and relevant content for all parts of the presentation;
- 50 Explanation of analysis of data and facts;
- 50 The recommendations and/or conclusions for all parts of the presentation were supported by facts, data and analysis and were appropriate for the deliverables of the SOW;
- 10 Spoke clearly, good pronunciation and volume;
- 10 Correct grammar, sentence structure and verb tense;
- 10 Poised and confident speaking and body language;
- 10 Engaged audience with eye contact and enthusiasm;
- 10 All parts of the presentation were organized and flowed well;
- 10 Presentation completed within time allowed;
- 10 Visual Aids enhanced the presentation; and
- 10 Visual Aids were appropriate for audience.

**B. Bidder's Responses to Questions from Evaluation Team**

Following the presentations, the attending bidder's Key Personnel will be asked to respond to questions from the bid evaluation team. The questions will be specifically addressed to each of the Key Personnel in attendance (Project Manager, Senior Environmental Professional Team Leader, and Communications Specialist). These questions will be the same for each bidder. This question and answer period will be limited to a two hour time period.

**Scoring Guide (maximum 80 points for response to each question) for Bidder's Responses to Questions from the Evaluation Team. Total maximum available points 640.**

- 50 Demonstrating an understanding of the SOW and project requirements and relating the response to these requirements;
- 20 Directly, concisely and appropriately addressing the question subject matter; and
- 10 Delivery (clarity, confidence and intonation.).