



## REQUEST FOR STANDING OFFER

### RETURN BIDS TO:

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

[aadnc.soumissionbid.aandc@canada.ca](mailto:aadnc.soumissionbid.aandc@canada.ca)

### REQUEST FOR STANDING OFFERS

#### Proposal to DIAND:

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

Title <b>Expert Engineering and Advice, Environmental Investigation</b>	
Solicitation Number <b>1000211698</b>	
Date (YYYYMMDD) <b>2019-06-20</b>	
Solicitation Closes At <b>2:00 p.m.</b>	Time Zone  <b>Pacific Daylight Time (PDT)</b>
On (YYYYMMDD) <b>2019-07-30</b>	
<b>Standing Offer Authority</b>	
Name <b>Kim Fletcher</b>	
Telephone Number <b>(604) 616-4341</b>	
Facsimile Number <b>(604) 775-7149</b>	
Email Address <b>kim.fletcher@canada.ca</b>	
Destination(s) of Services <b>Nunavut</b>	
Security <b>THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS</b>	
<b>Instructions:</b>  See Herein	
<b>Delivery Required</b> See Herein	
<b>Person Authorized to sign on behalf of Vendor/Firm</b>	
Name	
Title	

<b>Vendor/Firm</b>
Name
Address
Telephone Number
GST/HST Number
QST Number

**December 2017 Request for Standing Offers Template (RFSO)**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Methodology, Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5            Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6            Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Insurance Requirements and any other annexes.

### **1.2 Summary**

1.2.1 As the custodian of most federal lands in Nunavut, Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), Nunavut Regional Office (NRO) (the Department) is responsible for managing a number of contaminated properties that were abandoned by their previous occupants. The contamination of these properties is the result of private sector mining, oil and gas activities, and government military activity dating back over half a century, many years before the environmental impacts of such activities were adequately understood. There are approximately 85 contaminated sites and waste sites remaining across Nunavut.

The sites are managed through the Contaminated Sites Program (CSP). The objective of this program is to manage contaminated sites in a cost-effective and consistent manner. The program aims to reduce and eliminate, where possible, risks to human and environmental health, and liability associated with contaminated sites in Nunavut. Priority is given to those sites posing the highest risks. The program is funded and managed through the government-wide initiative known as the Federal Contaminated Sites Action Plan (FCSAP). FCSAP is a long-term strategy to manage contaminated sites for which departments, agencies and consolidated Crown corporations have control or responsibility.

The Department anticipates initiating a series of environmental investigations, remedial activities, and/or long term monitoring at a number of sites throughout the Nunavut Region as part of its custodial responsibilities. As such, the Department requires professional services from qualified firms composed of environmental, geotechnical and engineering specialists with the capability and expertise to successfully complete specific tasks as required by the Department.

The department intends to award up to four Standing Offer Agreements for a period to July 31, 2021 with two one-year option periods.

1.2.2 "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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)."

1.2.3 "The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs)."

### **1.3 Security Requirements - Removed**

### **1.4 Debriefings**

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

## **PART 2 - OFFEROR INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

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

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

The [2006](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### **2.2 Submission of Offers**

Offers must be submitted only to the Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) by the date, time and place indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by any other means to CIRNAC 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### **Definitions**

For the purposes of this clause,

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

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

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

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

#### **Former Public Servant in Receipt of a Pension**

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

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

- a. name of former public servant;

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

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

### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

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

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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



## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

- When submitting its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 8 of the 2006 standard instructions and as amended in Part 2 - Offeror Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Offerors are required to provide their offer in a single transmission. The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Offeror's responsibility to ensure that the total size of the email does not exceed this limit. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

##### **3.1.1 Electronic Payment of Invoices - Offer**

The method of invoice payment by the Crown-Indigenous Relations and Northern Affairs Canada is by direct deposit to the Contractor's financial institution of choice.

##### **3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

#### **Section III: Certifications**

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

## **PART 4 – EVALUATION METHODOLOGY, PROCEDURES AND BASIS OF SELECTION**

### **4.1 Selection and Evaluation Methodology**

- 4.1.1 Offerors **MUST** ensure that their Proposal provides sufficient evidence for CIRNAC to assess the compliance of the Proposal with the criteria listed in this Request for Standing Offer (RFSO). It is the sole responsibility of Offerors to provide sufficient information within their Proposal to enable CIRNAC to complete its evaluation.
- 4.1.2 Offerors **MUST** include any reference material they wish to be considered for evaluation **within** their Proposal. Any material or documents outside the Proposal **will not** be considered; should a

Offeror wish to provide screen shots of its website for evaluation, copies or printouts of website material **MUST** be included within the Proposal. URL links to the Offeror's website **will not** be considered by the Evaluation Committee.

- 4.1.3 To meet the requirements described herein, the experience of the Offeror **MUST** be work for which the Offeror provided services to clients exterior to the Offeror's own organization. Internal business development projects will not be accepted.
- 4.1.4 Experience gained during formal education **will not** be considered work experience. All requirements for work experience **MUST** have been obtained in a professional work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.
- 4.1.5 **Listing experience without providing any supporting information describing where, when and how such experience was obtained will result in the experience not being included for evaluation purposes.** Offerors are advised that the month(s) of individual Resource experience listed for a project in which the time frame overlaps that of another referenced project for the same named Resource will only be counted once. For example: Project #1 time frame is July 2017 to December 2017; Project #2 time frame is October 2017 to January 2018; the total months of experience for these two project references is seven (7) months.
- 4.1.6 Selection and evaluation is based on a "rules of evidence" approach, such that the Offeror's Proposal is the sole demonstration of the Offeror's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Offeror on the part of the CIRNAC Evaluation Committee will be taken into consideration.
- 4.1.7 **Each Proposal will be evaluated separately**, against the Mandatory Requirements and Point-Rated Criteria. The Selection and Evaluation Process for Proposals consists of the following three (3) stages:
- Stage 1 -** Offerors will be evaluated on Mandatory Requirements M1-M3.
  - Stage 2 -** Offerors meeting the mandatory requirements will be evaluated on the basis of Point-Rated Criteria R1-R4 inclusive.
  - Stage 3 -** Offerors meeting an overall pass mark of 70% on Point-Rated Criteria R1-R4 inclusive will be evaluated on the basis of their Financial Proposal.
- Offerors failing to meet the requirements at any stage will be deemed to be non-compliant at that stage and will be given no further consideration.**

4.1.8 **Definitions**

**The following definitions apply to the Criteria below:**

**"Must"** refers to a requirement. Failure on the part of the Offeror to provide the information or demonstrate it meets a requirement expressed by **"Must"** within its Proposal, will result in the Proposal being deemed non-compliant and no further consideration given.

**"Should"** refers to a desired element. Failure on the part of the Offeror to provide the information requested by **"should"** within its proposal or to demonstrate that it meets the element expressed by **"should"** may result in the Offeror receiving less than full points on the Point-Rated Criteria.

Offerors are encouraged to address elements expressed by **"should"**.

**Remote** is defined as having no all-season road access connected to major centers.

**Northern** is defined as north of 60 degrees latitude (Yukon, NWT, Nunavut).

## 4.2 Evaluation Procedures

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

### 4.2.1 Technical Evaluation

#### 4.2.1.1 Mandatory Technical Criteria

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

ITEM	CATEGORY	Criteria
<b>M1</b>	<b>Corporate Profile</b>	
	<p>The Offeror <b>MUST</b> provide a corporate profile that indicates the Offeror's capabilities as a firm and experience in the provision of services relevant to, and similar to those described within the Statement of Work (SOW). At a minimum, the Offeror <b>MUST</b> include within the corporate profile:</p> <ul style="list-style-type: none"> <li>a) The full legal name of the firm submitting the Proposal (including, as applicable, all joint venture, consortia, partners or subcontractors).</li> <li>b) Evidence that the Offeror's firm has been in business for a minimum of five (5) years, by providing the date of incorporation of the firm. If the proposal is being submitted as a joint venture, at least one of the parties must have been in business for a minimum of five years.</li> <li>c) The extent of the Offeror's experience in the provision of services specifically relating to contaminated site activities in remote northern environments;</li> </ul>	<b>Meets/Does Not Meet</b>
<b>M2</b>	<b>Proposed Resources</b>	
	<p>The Offeror <b>MUST</b> propose a resource team to provide services under the standing offer. The Offeror's proposed resource team must include members of all of the resource categories as described within the <b>Statement of Work (Section 5 Resource Category Definitions)</b>. Each proposed resource must demonstrate the minimum education and experience requirements to be eligible to perform work under the standing offer.</p> <p>The Offeror <b>MUST</b> include résumés for each member of the proposed resource team and for the following resource categories and number of personnel. Note that named resources cannot be proposed in more than one (1) resources category.</p> <ul style="list-style-type: none"> <li>• <b>Senior Project Professional and/or Engineering Personnel (2 required);</b></li> <li>• <b>Intermediate Project Professional and/or Engineering Personnel (2 required);</b></li> <li>• <b>Junior Project Professional and/or Engineering Personnel (unlimited);</b></li> <li>• <b>Technical Support Personnel (unlimited);</b> and</li> <li>• <b>Administrative and Clerical Support (unlimited);</b></li> </ul>	<b>Meets/Does Not Meet</b>

	<p>If more than two (2) resources are proposed for each of the Senior Project and Intermediate Project Professional and/or Engineering Personnel categories, the Evaluation Committee will only consider the first two (2) listed in the order in which they are presented in the Offeror's Proposal.</p> <p>The Offeror's <b>MUST</b> provide a minimum of 1 Senior Project Professional that meets the educational and experience requirements for the bid to be compliant. Exclusion of a resource that does not meet the minimum requirements will not render the entire offer non-compliant.</p> <p>Résumés for the Senior Project Professional and/or Engineering Personnel and Intermediate Project Professional and/or Engineering Personnel categories <b>SHOULD</b> not exceed five (5) pages in length. If résumés for the Senior and Intermediate categories are longer than the requested length, only the <b>first five</b> pages will be considered. <b>The proposed Senior and Intermediate resources are considered Lead personnel for the Standing Offer and will also be evaluated further in Section R3.3 under the Rated Requirements.</b></p> <p>Résumés for the Junior Project Professional and/or Engineering Personnel, Technical Support Personnel; and Administrative and Clerical Support categories <b>SHOULD</b> not exceed two (2) pages in length. If résumés for Junior Project Professional and/or Engineering Personnel, Technical Support Personnel; and Administrative and Clerical Support are longer than the requested length, only the <b>first two</b> pages will be considered. Résumés for the Technical, Administrative and Clerical support categories will not be evaluated in the rated requirements.</p> <p>All résumés should include relevant work experience, projects, professional designations, evidence of relevant skill and ability application, and a chronological listing of any relevant training completed or certification received. Résumés which include certifications should include the year the training was taken and/or the validity period for the training. Résumés should also include experience on similar projects, experience working in remote northern environments, and experience in the proposed project role. Graduate work will <b>NOT</b> be considered as experience in the field.</p> <p>The Offeror <b>MUST</b> include a copy of the degree(s)/accreditation(s) received by each proposed resource except for the Administrative and Clerical Support category.</p> <p>Accreditation for professional resources can be in any jurisdiction in Canada. It should be noted, however, that to actually perform work in Nunavut engineers and geoscientists are required to become licensed with NAPEG (Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists).</p> <p>Where education and qualifications are confirmed prior to acceptance by a professional organization, copies of the degree(s)/certification(s) will not be required (e.g. P. Eng., P. Geo, etc.). Copies of valid professional accreditation or certification will be sufficient to satisfy this requirement and must be provided.</p>	
<b>M3</b>	<b>Project Summaries</b>	
	<p>The Offeror <b>MUST</b> provide three (3) written project summaries describing in detail the Offeror's experience in successfully providing services relevant to, and similar to services as defined in the Statement of Work. The summaries should detail the Offeror's experience in successfully providing services in remote northern environment where possible.</p> <p>If more than three (3) project summaries are included within the Offeror's Proposal, the Evaluation Committee will only consider the first three (3) listed, in the order in which they</p>	<b>Meets/Does Not Meet</b>

are presented in the Offeror's Proposal.

Each project summary **should** be no longer than 3 pages in length. If longer than 3 pages, only the first three pages will be evaluated.

Projects **MUST** have taken place during the past seven (7) years.

Projects **MUST** be completed. Only completed projects will be evaluated.

Written project summaries **should** include the following information (a-g):

- a) The name of the client organization project authority including a contact name and telephone number;
- b) Clearly identify the project team and their roles;
- c) A description of the clients requirements and the type and scope of services provided to the client by the Offeror;
- d) The dates/ duration of the project;
- e) The dollar value of the project (to the Offeror);
- f) Deliverables;
- g) In each example, identify if there was indigenous involvement in the project. Describe details as stakeholders, consultations, employment opportunities, etc.

*CIRNAC reserves the right to contact the named client project authorities. Should CIRNAC choose to contact the project authorities, the following series of standardized questions will be posed to the authority. Should one (1) or more named client project authorities provide a negative reference regarding the accuracy or validity of information provided in the proposal regarding the Offeror's previous work performance, CIRNAC reserves the right to deem the Offeror's proposal noncompliant, and give it no further consideration.*

1)Your name was provided as a reference for **<INSERT NAME OF OFFEROR/RESOURCE >**, with regard to a sample of a project that this **<OFFEROR/RESOURCE>**, has performed for you, in relation to a Request for Proposals from the Department of Indian Affairs and Northern Development.

**<INSERT NAME OF PROJECT/WORK>** was the project/work which was submitted to the Department of Indian Affairs and Northern Development, a department of the Government of Canada.

Were you aware that **<INSERT NAME OF OFFEROR/RESOURCE>** had provided your name as a reference in relation to their proposal.

Do you confirm that **<INSERT NAME OF OFFEROR/RESOURCE>** completed this work for your organization **<INSERT NAME OF PROJECT/WORK>** during this time period **<INSERT PROJECT/WORK MONTH/YEAR>** **<INSERT PROJECT/WORK END MONTH/YEAR>**?

2)The services in relation to this bid involve the provision of Litigation Research Analysis, Research Services and Document Management to the Department of Indian Affairs and Northern Development.

Do you feel that you are capable of providing a fair, unbiased and informed reference for **<INSERT NAME OF OFFEROR/RESOURCE >**, given your direct knowledge of this previous experience in providing these types of Services?

3)Was the scope of the project **<INSERT SCOPE OF PROJECT FROM SUMMARY>**?

<p>4)With specific regard to &lt;INSERT NAME OF OFFEROR/RESOURCE &gt;, to the best of your knowledge, was &lt;INSERT NAME OF OFFEROR/RESOURCE &gt; successful in fulfilling its project deliverables / work:</p> <p>a. Within the agreed time frame or agreed (revised) time frame? b. Within the established budget? c. Within the established project goals?</p>	
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#### 4.2.1.2 Point Rated Technical Criteria

Proposals meeting **ALL** mandatory requirements will be evaluated and point-rated against the following point-rated criteria, using the evaluation factors and weighting indicators specified for each criterion.

Evaluation in response to these criteria is based on a "rules of evidence" approach; that is, the CIRNAC Evaluation Committee may only evaluate an Offeror on the basis of the contents of the Offeror's submitted proposal, and **NOT** on any prior knowledge or experience with the Offeror or the Offeror's work. It is the responsibility of the Offeror to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the DIAND Evaluation Committee to evaluate the Offeror's proposal on basis of the criteria contained within.

##### a) Technical Criteria

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

The offer 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, CIRNAC requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

##### b) Management and Organization

Offerors should describe their capabilities and experience; the project team; project management approach; indigenous employment opportunities and provide project summaries. This section should clearly demonstrate that you have the capacity to manage projects effectively and efficiently. The offer should contain information in sufficient detail to outline the qualifications of your team relative to the completion of and/or providing support for environmental site assessment and remediation activities in northern or remote locations. Include details of your proposed management approach and team members available to provide services described within the Statement of Work.

##### c) Indigenous/Inuit Opportunity Considerations

The Offeror should clearly demonstrate that it has the capacity to and will maximize Indigenous/Inuit opportunities under call-ups when possible. Opportunities may include employment, training, sub-contracting, or the involvement of Inuit citizens and businesses in the completion of the work. The Indigenous/Inuit opportunities initiative is in accordance with the

Nunavut Agreement and CIRNAC's mandate to support and provide opportunities to the local Inuit communities under Federal Government contracts within a land claims area.

ITEM	CATEGORY	SCORING
<b>R1</b>	<b>TECHNICAL</b>	
<b>R1.1</b>	<b>Clear, Concise and Complete Proposal</b>	<b>10 Points Maximum</b>
	<p>Offerors are to provide a clear, concise and complete proposal that is well organized. The proposal will be evaluated on the readability of the document with respect to grammar, flow and overall clarity. The information should be presented in a logical manner and based on the information requested.</p> <p>The Proposal:</p> <ul style="list-style-type: none"> <li>• is presented in a format that is well-structured, logical and easy to use;</li> <li>• matches the sequence of the Mandatory and Point-Rated Criteria;</li> <li>• includes table of contents</li> <li>• has good grammar and spelling</li> <li>• contains sentences and paragraphs that are clear and concise</li> </ul>	
	<p>The Offeror's proposal will be evaluated based on the following scoring.</p> <p><b>2 points</b> – Complete or mostly complete, item matches and satisfies requirements.</p> <p><b>1 points</b> – Item is sufficient and partially satisfies requirements.</p> <p><b>0 points</b> - Insufficient or poor coverage, room for improvement.</p>	<p><b>2 points per item</b></p> <p><b>Up to 10 points</b></p>
<b>R1.2</b>	<b>Understanding of Scope of Work</b>	<b>10 Points Maximum</b>
	<p>Offerors are to provide a written summary to present evidence of their understanding of the unique nature of the type of work, relative but not limited to the constraints of working in remote northern environments with potentially limited support. The summary should also describe any special considerations for conducting work in Nunavut and the Nunavut settlement area.</p> <p>The Offeror should clearly demonstrate an understanding of:</p> <ol style="list-style-type: none"> <li>a) compliance with applicable regulatory requirements, legislation, management plans and standard operating procedures as they relate to performing work in the Nunavut and the Settlement Area;</li> <li>b) the health, safety, and environmental risks and mitigation measures associated with tasks described in the SOW and activities specifically related to northern projects. Health and safety risks may include chemical, physical and environmental risks; and</li> <li>c) major technical risks and mitigation measures associated with conducting work in remote northern environments. Technical risks may include but are not limited to risks related to schedule, logistics or execution.</li> </ol>	

	<p>The following rating scale will be used to evaluate the Offeror's project understanding with points for demonstrating evidence as follows:</p> <p>10 points - Provides complete and extensive details and demonstrates project is very relevant and similar to SOW requirements; complexity of experience described is exceptional.</p> <p>8 points - Provides most details and demonstrates project is relevant and similar to SOW requirements; complexity of experience described is good.</p> <p>6 points - Provides incomplete and partial details and demonstrates project has some relevance and similarities to SOW requirements; complexity of experience described is typical.</p> <p>4 points - Provides limited details and does not demonstrate the project is relevant and similar to SOW requirements; complexity of experience is minimal.</p> <p>2 points - Provides insufficient details and a very limited understanding of requirements in this area; complexity of experience described is insignificant.</p> <p>0 points - no information provided</p>	
<b>R1.3</b>	<b>Scope of Services and Methodology</b>	<b>20 Points Maximum</b>
	<p>Offerors are to provide their proposed methodology for the performance of tasks as described in the SOW. The Offeror should clearly demonstrate:</p> <ul style="list-style-type: none"> <li>• that the Offeror possesses the necessary qualifications and technical background to successfully complete the tasks as described in the SOW;</li> <li>• an understanding of the SOW goals and objectives and the technical aspects of the SOW, constraints/issues, particularly those relevant to conducting work in remote northern areas;</li> <li>• knowledge of the service and associated sub-service;</li> <li>• methodology in approaching the service; and</li> <li>• typical challenges when dealing with each proposed service, along with related mitigation measures.</li> </ul>	<p><b>4 points per item</b></p> <p><b>Up to 20 points</b></p>
	<p>The following rating scale will be used to evaluate the resources' skills and experience with points for demonstrating evidence as follows:</p> <p>4 points - Provides complete and extensive details and demonstrates a strong understanding of requirements in this area;</p> <p>3 points - Provides mostly complete details and demonstrates a good understanding of requirements in this area;</p> <p>2 points - Provides incomplete and partial details and demonstrates an adequate understanding of requirements in this area;</p> <p>1 point - Provides insufficient details and a limited understanding of requirements in this area.</p> <p>0 points - No information provided.</p>	



<b>R1.4</b>	<b>Project Management Approach</b>	<b>16 Points Maximum</b>
<p>Offerors are to provide their proposed approach for the management of projects, roles and responsibilities, health and safety, human resources allocation, work plans, communication, scheduling, cost control, quality assurance, and reporting.</p> <p>The Offeror should demonstrate:</p> <ul style="list-style-type: none"> <li>• the firm's project management approach in relation to remote northern locations;</li> <li>• a clear structure and effective management of the Offeror's proposed resource team;</li> <li>• extent to which the Offeror's approach to resource deployment and management will ensure the availability of back-up resources to replace deployed resources, should the need arise.</li> <li>• effective measures to be implemented to maintain and control performance (such as project schedule , project scope, communications with CIRNAC);</li> <li>• methodology to achieve and ensure high quality, reliable, effective services and deliverable;</li> <li>• an effective means of identifying and successfully countering risks and constraints anticipated in the work;</li> <li>• details of company's health and safety management system; and</li> <li>• innovative or value added ideas presented.</li> </ul>		
<p>The Offeror's approach will be evaluated on the basis of sound project and managerial structures with respect to experience on remote northern locations.</p> <p><b>2 points</b> - The Proposal addresses the Criterion completely</p> <p><b>1 points</b> - The Proposal partially address the aspects of the Criterion</p> <p><b>0 points</b> - The Proposal does not address the aspects of the Criterion</p>		<p><b>2 points per item</b></p> <p><b>Up to 16 points</b></p>

<b>R2</b>	<b>MANAGEMENT AND ORGANIZATION</b>	
<b>R2.1</b>	<b>Qualifications and Experience</b>	<b>10 Points Maximum</b>
<p>The evidence within the Offeror's corporate profile, provided in response to <b>Mandatory Requirement R1.1</b>, will be evaluated based on their experience and understanding experience in the provision of services relevant to, and similar to those described within the Statement of Work (SOW).</p> <p>The Offeror should demonstrate:</p> <ul style="list-style-type: none"> <li>• the firm's specific depth and breadth of relevant experience in completing the services including associated;</li> <li>• the extent of the Offeror's experience in the provision of services specifically relating to contaminated site activities in remote northern environments;</li> <li>• experience in working with indigenous organizations or communities;</li> <li>• experience in working with various levels of government; and</li> <li>• specific experience in the Nunavut Settlement area.</li> </ul>		

	<p>The following rating scale will be used to evaluate the Offeror's experience and understanding with points for demonstrating evidence as follows:</p> <p><b>2 points</b> - Provides complete or mostly complete and demonstrates experience is very relevant and similar to SOW requirements; complexity of experience described is good to exceptional</p> <p><b>1 points</b> - Provides sufficient details and demonstrates experience is relevant; complexity of experience described is good.</p> <p><b>0 points</b> - Provides insufficient or no details and a very limited understanding of requirements in this area; complexity of experience described is insignificant.</p>	<p><b>2 points per item</b></p> <p><b>Up to 10 points</b></p>
<b>R2.2</b>	<b>Project Summaries</b>	<b>30 points maximum</b>
	<p>The evidence within the Offeror's written project summaries , provided in response to <b>Mandatory Requirement R1.3</b>, will be evaluated based on their experience and understanding of the unique nature of the work, relative but not limited to the constraints of working in a remote northern area with potentially limited support. Each of the 3 summaries will be evaluated out of 10 points.</p> <p><i>If an Offeror's project summaries do not identify and describe a service from the Statement of Work the Evaluation Committee will rate that service for a score of 0 points.</i></p>	
	<p>The following rating scale will be used to evaluate the Offeror's experience and understanding with points for demonstrating evidence as follows:</p> <p><b>10 points</b> - Provides complete and extensive details and demonstrates project is very relevant and similar to SOW requirements; complexity of experience described is exceptional (i.e. Partnership).</p> <p><b>8 points</b> - Provides most details and demonstrates project is relevant and similar to SOW requirements; complexity of experience described is good (i.e. Working group).</p> <p><b>6 points</b> - Provides incomplete and partial details and demonstrates project has some relevance and similarities to SOW requirements; complexity of experience described is typical (i.e. Meetings).</p> <p><b>4 points</b> - Provides limited details and does not demonstrate the project is relevant and similar to SOW requirements; complexity of experience is minimal (i.e. Information letters).</p> <p><b>2 points</b> - Provides insufficient details and a very limited understanding of requirements in this area; complexity of experience described is insignificant (i.e. Indirect engagement participation).</p> <p><b>0 points</b> - no information provided.</p>	

<b>R2.3</b>	<b>Proposed Resources</b>	<b>60 Points Maximum</b>
	<p>Resumes of the Offeror's proposed resources for the Senior and Intermediate Project Professional and/or Engineering Personnel categories as submitted in response to <b>Mandatory Requirement R1.2</b> will be evaluated.</p> <p>Note that Resumes for the Junior Project Professional, Technical, Administrative and Clerical support categories will not be evaluated.</p>	<p>The following rating scale will be used to evaluate the resources' skills and experience with points for demonstrating evidence as follows below:</p>
	<p>For the <b>Senior Project Professional and/or Engineering Personnel</b> the extent of experience and skills relating to the following key areas:</p> <ol style="list-style-type: none"> <li>i. Experience on similar projects;</li> <li>ii. Experience working in remote Northern environments;</li> <li>iii. Experience in the proposed project role;</li> <li>iv. Experience providing client service and managing multidisciplinary teams;</li> <li>v. Experience in working with various levels of government; and</li> <li>vi. Experience in working with Indigenous/Inuit organizations or communities; and</li> <li>vii. Evidence of commitment to health and safety.</li> </ol>	<p>28 points maximum for Senior</p> <p><b>2 points per item (i-vi) 2 points if demonstrated (vii) Up to 14 points per individual resource</b></p> <ul style="list-style-type: none"> <li>• 2 points - Demonstrates extensive (greater than 10 years) and relevant skills and experience in this area;</li> <li>• 1 points - Demonstrates adequate (between 5 and 10 years) relevant skills and experience in this area;</li> <li>• 0 points - Demonstrates limited relevant skills and experience (less than 5 years) in this area.</li> </ul>
	<p>For the <b>Intermediate Project Professional and/or Engineering Personnel</b> the extent of experience and skills relating to the following key areas:</p> <ol style="list-style-type: none"> <li>i. Experience on similar projects;</li> <li>ii. Experience working in remote Northern environments;</li> <li>iii. Experience in the proposed project role;</li> <li>iv. Experience providing client service and site supervisory roles;</li> <li>v. Experience in working with various levels of government; and</li> <li>vi. Experience in working <u>directly</u> with Indigenous/Inuit organizations or communities;</li> <li>vii. Evidence of adequate health and safety training for the proposed role; and</li> <li>viii. Any demonstrated specialized experience and/or training that is uniquely suited for application at northern contaminated sites (e.g. permafrost, remote monitoring, etc.).</li> </ol>	<p>32 points maximum for Intermediate</p> <p><b>2 points per item (i-vi) 2 points if demonstrated (vii-viii) Up to 16 points per individual resource</b></p> <ul style="list-style-type: none"> <li>• 2 points - Demonstrates extensive (greater than 7 years) and relevant skills and experience in this area;</li> <li>• 1 points - Demonstrates adequate (between 3 and 7 years) relevant skills and experience in this area;</li> <li>• 0 points - Demonstrates limited relevant skills and experience (less than 3</li> </ul>

		years) in this area.
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<b>R3.0</b>	<b>INDIGENOUS OPPORTUNITY CONSIDERATIONS</b>	<b>15 Points Maximum</b>
	<p>The Offeror should indicate its specific approach to enhancing participation of Indigenous peoples in the work under any resulting call-up through any of: employment, skills development, subcontracting, capacity building, use of suppliers/services, etc. or other related measures it proposes to employ in the course of its work. In addition, the Offeror should indicate any partners, agencies, organizations or suppliers with which it proposes to work to achieve these results.</p> <p>The approach should indicate:</p> <ul style="list-style-type: none"> <li>a) any portion(s) of the Services it proposes to provide with support from Indigenous peoples or suppliers;</li> <li>b) whether these portions represent direct delivery of Services to the client by Indigenous peoples or Businesses (i.e. direct benefit) or support to the Offeror's delivery of Services to the client (i.e. indirect benefit); and</li> <li>c) the nature of the participation proposed such as: professional, technical, support services, supplies or goods, etc. (please specify type); and a description of the extent of the participation (including whether use of trainee personnel or other capacity building measures).</li> </ul>	
<b>R3.1</b>	The existence of head offices, administrative office or other facilities in the Nunavut Settlement Area.	<b>5 points if demonstrated</b>
<b>R3.2</b>	The employment of Indigenous labour, use of Indigenous professional services, or use of suppliers that are Indigenous or Indigenous firms in carrying out the contract from within the Nunavut or Northwest Territories Settlement Areas.	<b>Up to 5 points</b>
	<p>5 points – Extensive use of Indigenous labour, services and suppliers (i.e. Job shadow opportunities, &gt; 50% labour, services and suppliers)</p> <p>4 points – Good use of Indigenous labour, services or suppliers (i.e. &gt; 30% labour, services or suppliers)</p> <p>3 points – Average use of Indigenous labour, services or suppliers (i.e. &gt; 10% labour, services or suppliers)</p> <p>2 points – Minimal use of Indigenous labour, services or suppliers (i.e. Indigenous wildlife monitors only)</p> <p>1 points – Insufficient use of Indigenous labour, services or suppliers (i.e. Sporadic use of Indigenous wildlife monitors)</p> <p>0 points – No information provided.</p>	
<b>R3.3</b>	Demonstrated commitment to on-the-job training or skills development, training and apprenticeship programs for the Indigenous staff.	<b>5 points if demonstrated</b>

## **Points Summary**

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

<b>Evaluation Criteria</b>	<b>Weight</b>
R1.1 Clear, Concise, and Complete Proposal	10
R1.2 Project Understanding	10
R1.3 Scope of Services and Methodology	20
R1.4. Project Management Approach	16
R2.1 Qualifications and Experience	10
R2.2. Project Summaries	30
R2.3. Proposed Resources	60
R3 Indigenous Opportunity Considerations	15
<b>Total Available Points (R1-R3)</b>	<b>171</b>
<b>Minimum Required Pass Mark:</b>	<b>119/171 (70%)</b>

### **4.2.2 Financial Evaluation**

4.2.2.1 Offerors meeting ALL Mandatory Requirements and achieving at least the required minimum score on the Point-Rated Criteria will be evaluated on the basis of their Financial Proposal.

4.2.2.2 The Financial Evaluation will be carried out by the Standing Offer Authority independent of the DIAND Evaluation Committee responsible for rating the Technical Proposal. Financial Proposals will be evaluated based on the methodology detailed below.

4.2.2.3 For each year of the SOA (including the option years), Offerors MUST provide a fixed all-inclusive per hour rate (\$CAD) per Resource Category, as per the table below.

4.2.2.4 Failure on the part of the Offeror to provide the information required within the Financial Proposal Table(s) will result in DIAND deeming the Offeror's Proposal to be non-compliant, with the Proposal being given no further consideration by DIAND.

4.2.2.5 The fixed per hour rates MUST be inclusive of all payroll, overhead costs and profits required for the Offeror to complete the work under the SOA (note: the fixed all-inclusive per hour rate is not to be quoted as a range).

4.2.2.6 The Offeror's fixed all-inclusive per hour rates shall be exclusive of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) and expenses. Any amounts for taxes will be added at time of Call-up. Any additional travel, living administrative or other expenses, will be added by DIAND at time of Call-up.

4.2.2.7 Full points (30/30) will be awarded to the Offeror with the lowest sum weighted average per hour rate (in the Table below). Fewer points will be awarded to all other Offerors based on the percentage differential of their sum weighted average per hour rate from that of the Offeror with the lowest, as follows:

**Financial Score** = 
$$\frac{\text{Lowest SUM WEIGHTED AVERAGE PER HOUR RATE (\$)}}{\text{Offeror's SUM WEIGHTED AVERAGE PER HOUR RATE}} \times 30 \text{ points}$$

4.2.2.8 SACC Manual Clause [M0220T](#) 2016-01-28, Evaluation of Price

Offerors **MUST** indicate the applicable All-inclusive fixed per hour rate for **each Resource Category**:

PROPOSED RESOURCE CATEGORY	YEAR 1 PER HOUR RATES (CAN\$)  Standing Offer AWARD to July 31, 2020	YEAR 2 PER HOUR RATES (CAN\$)  August 1, 2020 to July 31, 2021	OPTION YR 1 PER HOUR RATES (CAN\$)  August 1, 2021 to July 31, 2022	OPTION YR 2 PER HOUR RATES (CAN\$)  August 1, 2022 to August 31, 2023	AVERAGE PER HOUR RATES	WEIGHT FACTOR	WEIGHTED AVERAGE PER HOUR RATE
Senior Project Professional and/or Engineering Personnel	\$	\$	\$	\$	\$	0.15	\$
Intermediate Project Professional and/or Engineering Personnel	\$	\$	\$	\$	\$	0.40	\$
Junior Project Professional and/or Engineering Personnel	\$	\$	\$	\$	\$	0.20	\$
Technical Support Personnel	\$	\$	\$	\$	\$	0.20	\$
Administrative and Clerical Support	\$	\$	\$	\$	\$	0.05	\$
<b>SUM WEIGHTED AVERAGE PER HOUR RATE \$ _____</b>							

### 4.3 Basis of Selection

#### 4.3.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 130 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 186 points.
2. Offers not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. Up to 6 responsive offers with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three offers are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

#### Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	$115/135 \times 60 =$ 51.11	$89/135 \times 60 =$ 39.56	$92/135 \times 60 =$ 40.89
	<b>Technical Merit Score</b>		
	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
	<b>Pricing Score</b>		
<b>Combined Rating</b>	83.84	75.56	80.89
<b>Overall Rating</b>	1st	3rd	2nd

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Offer**

Offerors must submit the following duly completed certifications as part of their offer.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 the Issuance of a Standing Offer and Additional Information**

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror 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 provided will render the offer 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.



## **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

### **5.2.3.1 Status and Availability of Resources**

SACC Manual Clause M3020T (2016-01-28) Status and Availability of Resources – Standing Offer

### **5.2.3.2 Education and Experience**

SACC Manual Clause M3021T (2012-07-16) Education and Experience

### **5.2.3.3 Workers Compensation Certification – Letter of Good Standing**

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

The Offeror must provide, within seven (7) calendar days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Offeror's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## **PART 6 - INSURANCE REQUIREMENTS**

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

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

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

**7.1.1** The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### **7.2 Security Requirements**

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

[2005](#) (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from Standing Offer Award to March 31, 2022.

##### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for up to two additional one year periods, from April 1, 2022 to March 31, 2023 and from April 1, 2023 to March 31, 2024 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

##### **7.4.3 Comprehensive Land Claims Agreements (CLCAs)**

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

#### **7.5 Authorities**

##### **7.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Kim Fletcher  
Title: A/Procurement Team Leader  
Department of Indian Affairs and Northern Development  
Address: 1138 Melville Street Vancouver, BC V6E 4S3

Telephone: 604-616-4341  
Facsimile: 604-775-7149  
E-mail address: kim.fletcher@canada.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

### 7.5.2 Departmental Authority

The Departmental Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Department of Indian Affairs and Northern Development  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

### 7.5.3 Project Authority

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

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

### 7.5.4 Offeror's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## **7.7 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer are employees of the Department of Indian Affairs and Northern Development.

## **7.8 Call-up Allocation and Call-up Procedures**

### **7.8.1 Call-up Allocation**

Call-ups against the Standing Offer will be issued by the Standing Offer Authority or the Project Authority (as applicable) on a proportional basis such that the highest-ranked Offeror receives the largest predetermined portion of the work; the second highest-ranked Offeror receives the second largest predetermined portion of the work, etc. as follows:

Highest Ranked Offeror:	30%
Second Highest Ranked Offeror:	30%
Third Highest Ranked Offeror:	20%
Fourth Highest Ranked Offeror:	20%

If the number of compliant offers is less than indicated above, the allocation percentages will be adjusted accordingly. Call-up selection will be determined on a best suited basis.

The Departmental Authority will monitor call-up activities to ensure work is allocated in accordance with the predetermined work distribution.

### **7.8.2 Call-up Procedures**

7.8.2.1 Offerors will be contacted directly as described in 7.8.1 above.

7.8.2.2 The Standing Offer Authority or the Project Authority (as applicable) will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

7.8.2.3 The Offeror will prepare and submit a proposal for the Work as required by the Standing Offer Authority. The proposal shall include a cost quotation established by utilizing the applicable rates as shown in the Basis of Payment, Annex "B", a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details. The proposal must be submitted to the Standing Offer Authority or the Project Authority (as applicable) within three (3) business days of receiving the request.

7.8.2.4 Failure by the Offeror to submit a proposal in accordance with the time frame specified in 7.8.2.3 above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Standing Offer Authority or the Project Authority (as applicable) will send the request to the next best-suited Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other contracting methods.

7.8.2.5 The Standing Offer Authority and the Project Authority reserve the right to request references from the available Offeror to conduct a reference check to verify the accuracy of similar work previously performed. Should the reference(s) provide negative feedback in relation to the information provided, the Standing Offer Authority or the Project Authority (as applicable) reserves the right to go to the next Offeror.

7.8.2.6 Upon acceptance by the Project Authority of the Offerors proposal for the services, the Offeror will be authorized by the Standing Offer Authority to proceed with the Work through the issuance of a duly completed and signed Call-up against a Standing Offer.

7.8.2.7 The Offeror shall not commence Work until the Call-up Against a Standing Offer has been signed by the Standing Offer Authority. The Offeror acknowledges that any and all Work performed in the absence of a Call-up Against a Standing Offer Agreement signed by the Standing Offer Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

## **7.9 Call-up Instrument**

The Work will be authorized or confirmed using the duly completed form 942, Call-up Against a Standing Offer, or an equivalent.

## **7.10 Limitation of Call-ups - Removed**

### **7.11 Financial Limitation**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ \_\_\_\_\_ (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### **7.12 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity) ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated \_\_\_\_\_ .

### **7.13 Certifications and Additional Information**

#### **7.13.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror

in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

### **7.13.2 Status and Availability – Standing Offer**

SACC Manual Clause M3020C (2016-01-28) Status and Availability

### **7.13.3 Workers Compensation**

SACC Manual Clause A0285C (2007-05-25) Workers Compensation

## **7.14 Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

**2010B** (2018-06-21), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND); and
- b) “Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16,” is deleted from the text under Section 2 – Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:  
  
Delete: “Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.”  
  
Insert: “Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery”.
- d) Section 10, Subsection 2 , paragraph a. is amended as follows:

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

Insert: "the contract title and number, the date, deliverable/description of the Work and financial code(s)."

e) Insert:

### **2010B 36 (2015-04-01) Indemnification**

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

## **7.3 Term of Contract**

### **7.3.1 Period of the Contract**

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

## **7.4 Proactive Disclosure of Contracts with Former Public Servants**

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

## **7.5 Payment**

### **7.5.1 Basis of Payment**

The contractor will be paid in accordance with the Basis of Payment at Annex "B".

### **7.5.2 Limitation of Expenditure**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_.  
Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.



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

### **7.5.3 Method of Payment**

One of the following methods of payment will form part of the resulting Contract:

#### **7.5.3.1 Single Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the call-up if:

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

**OR**

#### **7.5.3.2 Monthly Payment**

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

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

**OR**

#### **7.5.3.3 Progress Payments**

1. Canada will make progress payments in accordance with the payment provisions of the call-up, no more than once a month, for cost incurred in the performance of the Work, up to \_\_\_\_\_ percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form [INTER-10-671E](http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662) (<http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662>), Claim for Progress Payment, and any other document required by the call-up have been submitted in accordance with the invoicing instructions provided in the call-up;
  - 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 \_\_\_\_\_ percent of the total amount to be paid under the call-up;

- d. all certificates appearing on form [INTER-10-671E](#) 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 and delivery of all work required under the Contract 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 call-up from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### **7.5.5 Electronic Payment of Invoices – Call-up**

The method of invoice payment by the Department of Indian Affairs and Northern Development is by direct deposit to the Contractor's financial institution of choice.

### **7.6 Invoicing Instructions**

One of the following invoicing instructions will form part of the resulting Contract:

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**OR**

1. The Contractor must submit a claim for payment using form [INTER-10-671E](#) (<http://www.aadnc-aandc.gc.ca/eng/1424900123351/1424900152662>), Claim for Progress Payment.

Each claim must show:

- a. all information required on form [INTER-10-671E](#);
- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions and under subsection 7.2.1 c) and d) of this contract;

- c. a list of all expenses;
  - d. the description and value of the milestone claimed as detailed in the Contract.
2. The Contractor must prepare and certify one (1) copy of the claim on form [INTER-10-671E](#), and forward it the email address shown on page 1 of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the claim to their Cost Center Manager 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.

### **7.7 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.

### **7.8 Official Languages**

Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.

### **7.9 Federal Contractors Program for Employment Equity - Default by the Contractor - Removed**

### **7.10 Joint Venture**

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

[List Joint Venture members]

- 7.11.2** \_\_\_\_\_ has been appointed as the "**Lead Member**" of the Joint Venture and has full authority to act as agent for each member of the Joint Venture with respect to all matters relating to this Contract;
- 7.11.3** By giving notice to the Lead Member, Canada shall be deemed to have given notice to all members of the Joint Venture;
- 7.11.4** The payment of moneys under the Contract to the Lead Member will act as a release from all the members of the Joint Venture;
- 7.11.5** Canada may, at its discretion, in the event of disputes among the members of the Joint Venture or changes in its composition, terminate the Contract; and
- 7.11.6** All members of the Joint Venture are jointly and severally or solidarily liable for the performance of the Contract.

**ANNEX "A"**  
**STATEMENT OF WORK**

**TITLE:** Expert Engineering and Advice, Environmental Investigations and Remediation Related to Contaminated Sites Program in Nunavut.

**1. BACKGROUND:**

As the custodian of most federal lands in Nunavut, Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC), Nunavut Regional Office (NRO) (the Department) is responsible for managing a number of contaminated properties that were abandoned by their previous occupants. The contamination of these properties is the result of private sector mining, oil and gas activities, and government military activity dating back over half a century, many years before the environmental impacts of such activities were adequately understood. There are approximately 85 contaminated sites and waste sites remaining across Nunavut.

The sites are managed through the Contaminated Sites Program (CSP). The objective of this program is to manage contaminated sites in a cost-effective and consistent manner. The program aims to reduce and eliminate, where possible, risks to human and environmental health, and liability associated with contaminated sites in Nunavut. Priority is given to those sites posing the highest risks. The program is funded and managed through the government-wide initiative known as the Federal Contaminated Sites Action Plan (FCSAP). FCSAP is a long-term strategy to manage contaminated sites for which departments, agencies and consolidated Crown corporations have control or responsibility.

The Department anticipates initiating a series of environmental investigations, remedial activities, and/or long term monitoring at a number of sites throughout the Nunavut Region as part of its custodial responsibilities. As such, the Department requires professional services from qualified firms composed of environmental, geotechnical and engineering specialists with the capability and expertise to successfully complete specific tasks as required by the Department.

**2. OBJECTIVES**

The Department intends to establish a Standing Offer agreement with qualified Offerors to provide expert technical evaluations and investigation, design and conduct environmental assessments, related remediation measures, long term monitoring and/or provide related services.

To provide, on an "as and when required" basis, expert engineering and environmental evaluation, advice and support on studies, plans, submissions and structural works associated with environmental engineering and related environmental issues as described in the Scope of Work. The scope of work will vary from project to project, but may include any combination of the services described herein.

**3. SCOPE OF WORK**

The Offeror shall perform the following to the satisfaction of the Project Authority, on an as-and-when requested basis, as detailed in each call-up:

**3.1 Task 1: Site Information Review and Reconnaissance**

3.1.1 Meet with Project Authority for project briefing

3.1.2 collect and review available information pertaining to the site, users and/or occupants.  
Information shall include, but is not limited to:

- a) aerial photographs;
  - b) site maps;
  - c) records;
  - d) documents;
  - e) reports; and,
  - f) listings.
- 3.1.3 establish current land tenure, status, disposition, Inuit, or third party owned lands, etc., including (in consultation with the Project Authority) Inuit interests;
- 3.1.4 conduct interviews with site operators, government agents, adjacent site owners, etc.;
- 3.1.5 obtain and provide a legal description of existing and intended land uses of the site and surrounding areas;
- 3.1.6 conduct site reconnaissance. Site reconnaissance shall include, but is not limited to:
- a) topography;
  - b) natural resources;
  - c) habitat;
  - d) surface water and drainage;
  - e) fill materials and debris;
  - f) surface staining;
  - g) type and condition of vegetation;
  - h) evidence of storage tanks (underground and/or aboveground);
    - a. chemical storage areas;
    - i) wells;
    - j) utilities;
  - k) physical infrastructures including buildings, structures, adits, shafts, dams, trails, roads, airstrips; and,
  - l) preliminary identification of physical hazards.
- 3.1.7 identify existing or potential sites of historical, heritage or archaeological values;
- 3.1.8 based on research and reconnaissance, develop a preliminary listing of potential contaminants which may be present; and,
- 3.1.9 assist with the determination of the requirement for permits, licenses, authorizations, etc. which are and/or will be required to conduct further investigative work at the site.

## **3.2 Task 2: Detailed Environmental Site Investigation Program Design**

- 3.2.1 design a detailed environmental site investigation program based on consultation with the Project Authority; available site information; and, professional expertise. The design shall include, but is not limited to:
- a) a Health and Safety Plan for site investigation which, at a minimum, addresses the following:
    - i. purpose, scope, and responsibilities;
    - ii. environmental concerns;
    - iii. safety concerns;
    - iv. operational procedures;
    - v. use of personal protective equipment's; and,

- vi. emergency procedures (e.g., spills, fire, worker injury).
- b) a Quality Assurance/Quality Control (QA/QC) Plan which encompasses field investigations, sampling, analysis and data management;
- c) a description of anticipated environmental investigative techniques to be employed to fully characterize the site. These techniques may include, but are not limited to the following:
  - i. geophysical surveys to identify and delineate disposal areas and potential leachate plumes;
  - ii. installation of boreholes and monitoring wells to determine site stratigraphy, hydrogeology, and extent of potential groundwater/active layer contamination;
  - iii. stability of tailings dams, waste rock piles and Acid Rock Drainage (ARD) potential;
  - iv. test pitting;
  - v. collection of surface and subsurface soil samples;
  - vi. collection of surface water and groundwater/active layer samples;
  - vii. collection of sediment samples;
  - viii. collection of biological samples; and,
  - ix. soil vapour survey(s).
- d) a description of the anticipated procedure/method of borehole/monitoring well installation;
- e) a description of the anticipated procedure for restoring the site upon completion of work, if applicable (i.e. removal of wells):
- f) a description of monitoring well construction materials and well casing diameter;
- g) a description of procedure for testing, developing, purging and sampling monitoring wells;
- h) an estimate of number of monitoring wells, boreholes and test pits;
- i) an estimate of depth of monitoring wells, boreholes and test pits;
- j) a description of procedure for on-site screening and analysis of samples;
- k) a description of sampling point locations;
- l) a rationale for sampling point locations;
- m) an estimate of number, location and depth of samples of each type;
- n) an estimate of number and location of background samples of each type;
- o) an estimate of number and type of samples to be submitted for laboratory analysis and type of analysis to be performed;
- p) a description of procedures for collection of all samples;
- q) a listing of analyses for each sample type, in consultation with the Project Authority
- r) a description of the methodology for determination of waste rock and/or tailings acid generation potential;

- s) description of the methodology for determination of impact on receiving waters;
  - t) the identification of Canadian Association for Laboratory Accreditation (CALA) approved to conduct laboratory analysis;
  - u) the identification of all actual and potential hazards; and;
  - v) identification of the requirement for any permits, licenses and authorizations, etc. required to conduct the site work.
- 3.2.2 modify the environmental site investigation program design as requested by the Project Authority; and,
- 3.2.3 maintain the objective of full site characterization (including contaminant volume and delineation) and cost effectiveness.

### **3.3 Task 3: Implementation of Detailed Environmental Site Investigation**

- 3.3.1 ensure all permits, licenses, authorizations, etc. required to conduct the work are obtained;
- 3.3.2 implement the approved Detailed Environmental Site Investigation program; and,
- 3.3.3 ensure that written authorization from the Project Authority is obtained for any and/or all modifications to the approved Detailed Environmental Site Investigation Program Design prior to program implementation.

### **3.4 Task 4: Impact/Risk Assessment**

- 3.4.1 interpret the results from the Tasks 1-3 in order to determine the actual or potential impact and risk through the following:
- a) identification of human receptors;
  - b) identification of ecological receptors;
  - c) identification of exposure pathways;
  - d) characterization of contaminant type, extent and concentration; and,
  - e) evaluation of probability of exposure impact.
- 3.4.2 classify and score the site as per the National Classification System for Contaminated Sites (NCSCS) site classification for each site. Site classification are provided in Canadian Council of Ministers of the Environment National Classification System for Contaminated Sites, Guidance Document (2008)  
[http://www.ccme.ca/en/resources/contaminated\\_site\\_management/management.html](http://www.ccme.ca/en/resources/contaminated_site_management/management.html)
- 3.4.3 evaluate physical hazards. The evaluation shall include a description of methodology employed to quantify physical hazards. Site accessibility and relative isolation shall also be considered; and,
- 3.4.4 employ the latest versions of all relevant environmental quality guideline/criteria documents for all environmental quality references and comparisons, which include, but are not limited to the following:
- a) The Canadian Council of Ministers of the Environment (CCME) *Canadian Environmental Quality Guidelines (CEQGs)*;  
[https://www.ccme.ca/en/resources/canadian\\_environmental\\_quality\\_guidelines/index.html](https://www.ccme.ca/en/resources/canadian_environmental_quality_guidelines/index.html)



- b) The Canadian Council of Ministers of the Environment (CCME) *Canada-Wide Standards for Petroleum hydrocarbons (PHC) in Soil (2008)*;  
[https://www.ccme.ca/en/resources/contaminated\\_site\\_management/phc\\_cws\\_in\\_soil.html](https://www.ccme.ca/en/resources/contaminated_site_management/phc_cws_in_soil.html)
- c) *Abandoned Military Sites Remediation Protocol (AMSRP)*, Indigenous and Northern Affairs Canada (2009) (*To be provided by the Project Authority*);
- d) where applicable, apply the land-use specific guideline that most appropriately reflects the existing and/or intended land-use of the site; and,
- e) for substances where no CCME guidelines exist, include reference and comparison to relevant guidelines or regulations from other jurisdictions where available.

### 3.5 Task 5: Remedial Alternative Evaluations and Recommendations

3.5.1 in consultation with the Project Authority, identify applicable remedial alternatives in each of the following classifications:

- a) no action;
- b) monitoring only;
- c) containment/control/isolation;
- d) off-site disposal (no treatment);
- e) *in situ* treatment;
- f) *ex situ* treatment; and,
- g) risk manage.

3.5.2 evaluate each alternative considering (at a minimum) the following criteria:

- a) compliance with contaminant remediation targets (as defined by the Project Authority);
- b) complexity (including logistics);
- c) comparative cost/benefit;
- d) time frame;
- e) public acceptance; and,
- f) liability.

3.5.3 recommend the most appropriate remedial alternative. The recommendation shall include the following:

- a) approximate implementation costs;
- b) schedule; and,
- c) requirement for post remediation monitoring/verification.

### 3.6 Task 6: Associated Engineering and Advice Services related to Contaminated Sites Program

3.6.1 environmental services related to contaminated sites may include, but are not limited to the following:

- a) project management services;
- b) engineering (e.g., civil, geotechnical, geophysical, structural, and waste water assessments)
- c) construction site supervision to monitor and verify site conditions during environmental remedial activities;
- d) site remediation design/engineering;
- e) environmental training preparing guidance, training and presentation materials that pertain to contaminated sites for delivery to federal employees and/or for information purposes.
- f) report and/or project review (peer review of various contaminated site reports and projects);

- g) environmental data management;
  - h) technical support (e.g. GIS, preparation of plans and CAD drawings, specifications briefs, surveying);
  - i) chemical analytical services (CALA-approved lab, in-house or third party);
  - j) coastal, wave climate, and sediment transport studies;
  - k) hazardous materials assessment and abatement;
  - l) demolition waste assessment and waste surveys;
  - m) site hazard inventory
  - n) conceptual site model
  - o) human health & ecological risk assessment
  - p) assessment of dams (and classification as per the CDA guidelines
  - q) cost estimates – class 1-5 (or A-D)
  - r) geotechnical and borrow assessment
  - s) site wide hazard assessment
  - t) failure modes effects analysis
  - u) operation, maintenance and surveillance plans
  - v) storage tank systems auditing
  - w) archaeological assessments;
  - x) environmental health and safety support and review; and,
  - y) water quality monitoring.
- 3.6.2 coordinate, facilitate or attend meetings related to Contaminated Sites on behalf of the Department, and/or act as an independent third party;
- 3.6.3 Under Article 23 of the Nunavut Agreement, CIRNAC has an obligation to implement initiatives to increase Inuit participation in government employment in the Nunavut Settlement Area to a representative level. CIRNAC's Nunavut Contaminated Sites Program does so by offering various training opportunities related to contaminated sites to staff but also to groups outside of government (i.e. students). As such, the Department requires the Offeror to:
- act, as requested, in a mentoring capacity, sharing professional expertise in the categories identified in Tasks 2-7.
- 3.6.4 provide expert technical evaluations, support, project coordination, training, and advice on studies, impact statements, environmental assessments, plans, guidelines and codes of practice. Technical reviews will primarily involve but are not limited to the following categories:
- a) environmental engineering, with emphasis on contaminated site management; and,
  - b) evaluating construction techniques in permafrost and its effects on cold regions, and identifying potential impacts to the environment as a result of construction, operation, closure and abandonment activities in permafrost areas.
- 3.6.5 In addition to the above, assist the Department:
- a) in the development of Policies, Guidelines, Codes of Practice;
  - b) in the building of internal capacity to respond to areas of increased activity; and
  - c) by working with the Department to ensure that we remain current in the subject areas.

### **3.7 Task 7: Long Term Monitoring**

Long term monitoring (LTM) is required post-remediation to provide an objective, unbiased assessment of the performance of permanent structures on remediated sites for which the Department is a federal custodian. LTM will include, but may not be limited to the following tasks:

- 3.7.1 review of relevant documentation (including site history, site-specific long term monitoring (LTM) plan(s), previous LTM reports, previous health & safety plan, etc.).
- 3.7.2 prepare and/or execute a site specific action plan, which may include:

- a) prepare a Health and Safety Plan, Sampling Plan, and QA/QC Plan for each site (as described in 3.2.1);
- b) prepare a Logistics Plan which could encompass the flights, charter services, accommodation, rentals, schedule, equipment and other logistical information;
- c) provision of a local and experienced wildlife monitor (with firearm, ammunition, and an ATV if required);
- d) prepare a logistics plan that includes provision of charter services (i.e., twin otter, helicopter, etc.) and rentals as required
- e) purging of water and collection of groundwater/active layer samples from monitoring wells. The total quantity of water will be recorded. Samples will be field screened for odour, temperature, pH and conductivity;
- f) when required, collection of surface water samples from specified locations and collect *in situ* field parameters.
- g) when required, collection of soil samples from specified locations at depths of 0-0.15 metres and 0.35-0.50 metres, as per the AMSRP and the site-specific LTM Plan. Otherwise, soil sampling will be limited to locations where seepage or staining and/or vegetative stress has been identified;
- h) collection of duplicates for at least 20% of the samples collected as per the AMSRP and LTM plan QA/QC measures;
- i) visual monitoring of characteristics of landfills and other waste facilities (i.e. tailings ponds, historical dumps, pits, etc.). Observations will be documented in detailed photographic records, visual monitoring checklists, and on site maps;
- j) visual monitoring of general site conditions (i.e., borrow areas, excavation areas) and natural environment (changes in vegetation, wildlife, traditional use) in accordance with the LTM plan;
- k) downloading of information from the data loggers installed at any temperature monitoring stations. Data loggers and batteries will need to be replaced as required;
- l) conduct an evaluation of monitoring data as required under the AMSRP and LTM plan and recommend modifications to the LTM plan; and,
- m) submission of samples to CALA accredited laboratories for analysis of parameters indicated in the AMSRP, the site-specific LTM Plan, and the water licence (if applicable).

### 3.7.3 LTM reports are to include:

- a) analysis of analytical results as per the AMSRP and LTM plan;
- b) analysis of visual assessment results as per the AMSRP and LTM plan;
- c) assessment of the QA/QC information, including calculation of Relative Percent Differences (RPD) for blind duplicate samples;
- d) assessment of measured temperature profiles against predicted profiles;
- e) draft reports will be prepared according to the required outline provided in the AMSRP, the LTM plan, and the Project Authority; and,
- f) final reports will be provided following receipt of comments from the Project Authority.

## SW4 REPORTS

The Offeror shall:

- 4.1 utilize the following report format in the preparation of all reports produced throughout the duration of the Standing Offer Agreement, unless otherwise agreed upon with the Project Authority:
  - a) an executive summary;
  - b) introduction/background;
  - c) methodology;

- d) results;
  - e) interpretations;
  - f) recommendations;
  - g) references; and,
  - h) appendices.
- 4.2 ensure that all reports produced include any and all applicable and associated information and data. Information/data includes, but is not limited to:
- a) subcontracted services reports (i.e. geophysical surveys etc.);
  - b) laboratory certificates of analysis;
  - c) laboratory QA/QC results;
  - d) borehole stratigraphic logs;
  - e) well installation logs;
  - f) detailed well location descriptions (UTM, NAD83);
  - g) detailed sampling point location descriptions (UTM, NAD83);
  - h) colour site photographs, referenced to site plan:
    - i. overall site layout;
    - ii. distinctive site features;
    - iii. typical site sampling location;
    - iv. typical well installation; and,
    - v. features of particular concern/interest.
  - i) site maps/drawings indicating location and general layout of site:
    - i. location maps shall be of an appropriate scale, not larger than 1:250,000;
    - ii. site drawings shall be of an appropriate scale, not larger than 1:2,000;
    - iii. all maps, drawings etc. shall include a directional reference and scale;
    - iv. site drawings shall indicate all sampling locations, well installations, boreholes etc.;
    - v. site drawings shall include all existing buildings, structures, roads, trails, shafts, trenches, drainages, airstrips, fences, power lines, wells, disposal areas etc.; and,
    - vi. site drawings shall indicate all former locations of dismantled, removed and buried features.
  - j) legal description and interests

## SW5 RESOURCE CATEGORY DEFINITIONS

The Offeror shall provide a resource team to carry out the services described within the Statement of Work. The team must be comprised of the following resource categories.

- Senior Project Professional and/or Engineering Personnel;
- Intermediate Project Professional and/or Engineering Personnel;
- Junior Project Professional and/or Engineering Personnel; and
- Technical Support Personnel; and
- Administrative and Clerical Support

5.1 The Offeror's **Senior** Project members **MUST** each have:

- a) A minimum of ten (10) years demonstrated experience in environmental or engineering fields; and,

- b) Professional accreditation in a related field, but not limited to Engineering, Biology, Chemistry or Geology; or a Masters or Ph.D. in a scientific discipline; or ten (10) years Project Management experience with a Bachelor's degree in a scientific discipline.

5.2 The Offeror's **Intermediate** Project members **MUST** each have:

- a) A minimum of five (5) years demonstrated experience in environmental or engineering fields; and,
- b) Professional accreditation in, but not limited to Engineering, Biology, Chemistry or Geology; or Bachelor's degree in a scientific discipline.

5.3 The Offeror's **Junior** Project members **MUST** each have:

- a) A minimum of two (2) years demonstrated experience in environmental or engineering fields; and,
- b) Professional accreditation in, but not limited to Engineering, Biology, Chemistry or Geology; or Bachelor's degree in a scientific discipline.

5.4 The Offeror's **Technical Support** Project members **MUST** each have:

- a) A minimum of three (3) years demonstrated experience in environmental or engineering fields; and,
- b) Professional accreditation in, but not limited to Engineering, Biology, Chemistry or Geology; or Bachelor's degree in a scientific discipline, or Certified Technician or Technologist, and may also include CADD/Draftspersons, GIS Specialist.

5.5 The Offeror's **Administrative and Clerical** Support Project members **MUST** each have:

- a) A minimum of two (2) years demonstrated experience in providing administrative and clerical support.

## **SW6 OUTPUT/DELIVERABLES**

The Offeror shall submit to the satisfaction of the Project Authority as identified in the call-up:

- 6.1 one (1) electronic copy of each written draft report in accordance with the submission dates specified in each individual Call-up document; and,
- 6.2 one (1) unbound "camera-ready" original suitable for reproduction, one (1) bound copy and one (1) complete (text, maps, drawings, photographs etc.) digital copy (format to be specified by the Project Authority) of each final report.
- 6.3 one (1) digital record (USB, CD-ROM, etc.) of all original photographic or video graphic media recorded at site.

## **SW7 DEPARTMENTAL SUPPORT**

The Project Authority will:

- 7.1 provide all background information relative to the work specified in the Call-up document, as required;
- 7.2 provide assistance to obtain other information applicable to the Call-up, but which may not be easily obtained by the Offeror (in particular, all relevant documents will be made available, including copies of all applicable Nunavut Water Board Guidelines, the Nunavut Waters and

Nunavut Surface Rights Tribunal Act and Regulations, the Territorial Lands Act and Regulations, Federal Real Property and Immovables Act and Regulations, pertinent departmental guidelines, and the Nunavut Agreement); and,

7.3 make arrangements and contact with the licensees and proponents, as required.

#### **SW8 CONSTRAINTS OF WORK**

- 8.1 It is understood that the Offeror may have previously conducted work for a number of Licensees (Industrial and Municipal) in Nunavut. To avoid conflict of interest, the Offeror shall advise the Project Authority if they are being requested to review submissions from a Licensee for which their services were contracted previously (within the last five years), or for whom they are presently working.
- 8.2 The Offeror should be aware that Iqaluit, Nunavut is considered an isolated post by the Federal Government. Many services commonly available in the south may not be available or will take extra time if shipping to/from a southern location is involved (ie: courier, mail, plane schedules, repairs to equipment, etc.).

**ANNEX "B"**  
**BASIS OF PAYMENT**

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

PROPOSED RESOURCE CATEGORY	YEAR 1 PER HOUR RATES (CAN\$)  Standing Offer AWARD to July 31, 2020	YEAR 2 PER HOUR RATES (CAN\$)  August 1, 2020 to July 31, 2021	OPTION YR 1 PER HOUR RATES (CAN\$)  August 1, 2021 to July 31, 2022	OPTION YR 2 PER HOUR RATES (CAN\$)  August 1, 2022 to August 31, 2023
Senior Project Professional and/or Engineering Personnel	\$	\$	\$	\$
Intermediate Project Professional and/or Engineering Personnel	\$	\$	\$	\$
Junior Project Professional and/or Engineering Personnel	\$	\$	\$	\$
Technical Support Personnel	\$	\$	\$	\$
Administrative and Clerical Support	\$	\$	\$	\$

**Maximum Authorized Fees:** \$ \_\_\_\_\_ (to be identified at SOA award)

***Travel and Living Expenses***

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified 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". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Maximum Authorized Travel and Living Expenses: \$ \_\_\_\_\_ (to be identified at SOA award)

***Other Direct Expenses***

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

Maximum Authorized Other Direct Expenses: \$ \_\_\_\_\_ (to be identified at SOA award)

**Total Maximum Authorized Standing Offer Agreement Value** \$ \_\_\_\_\_ (Applicable Taxes extra).

***Option to Extend the Contract***

During the extended period of the Contract, the Contractor will be paid the firm hourly rates in the above table to perform all the Work in relation to the contract extension.



## ANNEX "C"

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

1.1 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.

1.2 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

**For other provinces and territories, send to:**

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

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

**2. Errors and Omissions Liability Insurance**

- 1.1 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.
- 1.2 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.
- 1.3 The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

**2. Automobile Liability Insurance**

- 2.1 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.
- 2.2 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.