

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

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

Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet Landscaping and maintenance service	
Solicitation No. - N° de l'invitation EN438-178004/B	Date 2019-07-18
Client Reference No. - N° de référence du client EN438-17-8004	GETS Ref. No. - N° de réf. de SEAG PW-\$KIN-519-7861
File No. - N° de dossier KIN-7-48230 (519)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-10-03	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Delivery Required - Livraison exigée See Herein	
Address Enquiries to: - Adresser toutes questions à: Choquette, Herb	Buyer Id - Id de l'acheteur kin519
Telephone No. - N° de téléphone (613)536-4874 ()	FAX No. - N° de FAX (613)545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 380 HUNT CLUB RD OTTAWA Ontario K1A0S5 Canada	
Security - Sécurité This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work

1.2 Summary

1.2.1 Request for Supply Arrangements (SA) to perform Work as stated in Annex "A" at Stony Point First Nations, Ontario.

There is no pricing requested in this document as it will be used to pre-qualify bidders (by issuing Supply Arrangements) for future requests for quotations. The issuing of supply arrangements will be an ongoing process. The bid closing date on the first page of the RFSA represents the last date that a response can be submitted. Bidders may respond sooner and the resulting supply arrangement should be issued within one week from when the bid is submitted and determined to be compliant. Only supply arrangement holders will receive requests for quotations. There is no minimum call-up value.

1.2.2 There are no security requirements associated with this requirement.

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

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

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

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

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

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

1.3 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

1.4 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The [2008](#) (2019-03-04) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

2.2 Submission of Arrangements

Arrangements must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSA.

Note: For suppliers choosing to submit using epost Connect for arrangements closing at the Bid Receiving Unit in the Ontario Region the email address is:

TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Arrangements will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2008](#), or to send arrangements through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

2.5 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than 5 calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

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

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

- If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement
Section II: Certifications

- If the Supplier chooses to submit its arrangement in hard copies, Canada requests that the Supplier submits its arrangement in separately bound sections as follows:

Section I: Technical Arrangement 2 hard copies
Section II: Certifications 1 hard copy

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Supplier is simultaneously providing copies of its arrangement using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Canada requests that suppliers follow the format instructions described below in the preparation of hard copy of their arrangement:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, suppliers should:

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

Section I: Technical Arrangement

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Certifications

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

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Basis of Selection

PWGSC will issue a Supply Arrangement to all suppliers that provide the certifications required in Part 5.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

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

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **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.

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

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

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

5.1.2.2 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - . ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - i. ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - . ☐ The Aboriginal business has fewer than six full-time employees.
OR
 - i. ☐ The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement 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 property 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 Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2. Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

(Printed name of owner and/or employee)

(Signature of owner and/or employee)

(Date)

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex "[A](#)"

6.2 Security Requirements

6.2.1 There is no security requirement applicable to the Supply Arrangement.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement 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.

6.3.1 General Conditions

[2020 \(2017-09-21\) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.](#)

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The Supply Arrangement has no defined end-date and will remain valid until such time as Canada no longer considers it to be advantageous to use it.

The period for awarding contracts under the Supply Arrangement begins 1 August 2019.

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Herb Choquette
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 86 Clarence St. 2nd floor

Telephone: (613) 536-4874
Facsimile: (613) 545-8067
E-mail address: Herb.Choquette@pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 Supplier's Representative *(Supplier to Fill in)*

Name: _____
Title: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Identified Users

The Identified User is: DND ADMie only

6.7 On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

6.8 Priority of Documents

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

- (a) the articles of the Supply Arrangement;
- (b) the general conditions 2020 (2017-09-21), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A, Statement of Work;
- (d) Annex B, Insurance Requirements
- (e) the Supplier's arrangement dated _____

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Supplier in its arrangement or precedent to issuance of the Supply Arrangement (SA), and the ongoing cooperation in providing additional information are conditions of issuance of the SA and failure to comply will constitute the Supplier in default. Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA.

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

6.11 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a

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detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

B. BID SOLICITATION

6.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

MC (for medium complexity requirements), general conditions 2010C will apply to the resulting contract;

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

Note: References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) security requirements (*if applicable*);
- (b) a complete description of the Work to be performed;
- (c) 2003, Standard Instructions - Goods or Services - Competitive Requirements;

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

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

- (d) bid preparation instructions;
- (e) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (f) evaluation procedures and basis of selection;
- (g) certifications;
 - **Federal Contractors Program (FCP) for Employment Equity - Notification**
 - SACC Manual A3005T, A3010T for service requirements when specific individuals will be proposed for the work;
 - **Integrity Provisions - Declaration of Convicted Offences;**
- (h) conditions of the resulting contract.

6.2 Bid Solicitation Process

6.2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

6.2.2 The bid solicitation will be sent directly to Suppliers.

- (a) A RFP will be sent to all Supply Arrangement Holders, which will include a technical and financial evaluation; and
- (b) PWGSC will be responsible for the solicitation process and the award of any resultant contract(s).

6.2.3 Insurance - Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada or the United States stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "B".

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

C. RESULTING CONTRACT CLAUSES

6.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

MC (for medium complexity requirements), general conditions 2010C will apply to the resulting contract;

A copy of the template(s) can be provided upon request by contacting the Strategic Policy Integration Division by sending a query to TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca.

Note: References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

6.2 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations

ANNEX "A", STATEMENT OF WORK

Purpose

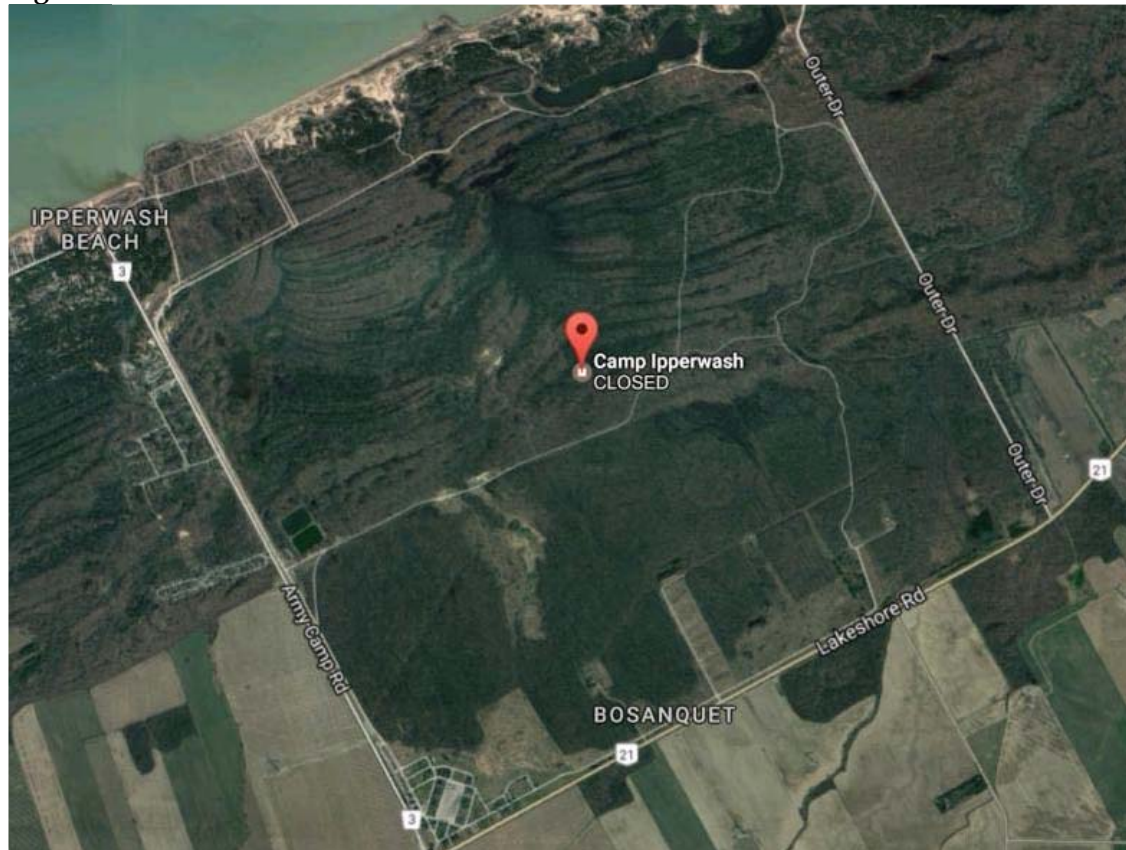
Canada is committed to the timely and successful clearance and remediation of the Stony Point land in accordance with the Ipperwash Final Settlement Agreement between the Kettle and Stony Point First Nation and Her Majesty the Queen in Right of Canada.

This Statement of Work (SOW) has been developed by the Department of National Defence (DND) to conduct general maintenance and landscaping services in support of environmental project activities at Former Camp Ipperwash, (referred to as the Site there after) Lambton Shores ON.

Site location and description

In 1942, the Stony Point Indian Reserve was appropriated under the War Measures Act to establish an advanced military training facility known as Camp Ipperwash (DND, 2010). The Site is approximately 80 kilometres (km) west of London, Ontario and 19 km south of Grand Bend, Ontario (Figure 1). Ipperwash Provincial Park, established in 1936 and consisting of a land base and a water lot, is located along the shoreline in the western corner adjacent to the Site (DND, 2010). Private permanent and seasonal residences and the small community of Port Franks are situated north and east of the Site, respectively. The majority of the land surrounding the Site is used for agriculture and forestry.

Figure 1



Former Camp Ipperwash includes a small built-up area (BUA) in the southwest corner and small arms ranges along the southern boundary. Buildings in the BUA are typically wood frame “H” hut style barrack blocks built in the late 1940s and 1950s. The buildings were used for accommodation, administration, messing, and maintenance to support camp training operations. The remainder of the site is mainly a forested training area (TA), with clearings to provide access roads, an anti-tank range, a demolition area, and two rectangular sewage lagoons. North and east of the buildings and adjacent to the shoreline, mature re-growth of coniferous pine occurs on a series of sand dunes with interspersed lakes, ponds, and creeks.

Scope of Work

The work involves general maintenance, snow clearing, landscaping services, site inspections and surface debris sweep including:

- (i) **Tree/shrub removal** - This will include full tree/shrub removal with the trunk cut off as near as practical to the level of the surrounding natural ground level,
- (ii) **Log removal** - This includes complete removal of logs, splitting of logs and placement as indicated by DND Representative.

- (iii) **Grubbing/Grinding** - Grub out stumps and roots to not less than 455 mm below original ground surface.
- (iv) **Topping** - Cut off trees, bush and shrub as indicated by DND Representative,
- (v) **Drop Crotching** - Involves selective cutting and trimming branches to their point of origin.
- (vi) **General maintenance** – grass cutting, general maintenance of Clearance and remediation facilities as indicated by DND Representative.
- (vii) **Snow Removal** - snow will be cleaned from designated roads, sidewalks, parking lots, driveways, entrances to vacant dwellings and to all other areas as requested by DND Representative.
- (viii) **Pest and Wildlife Control** – remove and contain any potential pest and wildlife in areas of environmental concern.
- (ix) **Seeding and watering** – hand seeding and watering or hydro seeding, as indicated by DND Representative.
- (x) **Road maintenance and upgrades** – as required import of fill, compacting and grading in areas damaged by Clearance and remediation activities as indicated by DND Representative.
- (xi) **Infilling and shaping** – import and placement of clean fill, compacting and grading, installation of sedimentation barriers in areas requiring erosion and sediment control as indicated by DND Representative.
- (xii) **Monitoring and inspections** – Clearance and Remediation facility inspections, infrastructure external integrity checks, security light integrity checks, sedimentation and erosion control measures integrity checks as indicated by DND Representative.
- (xiii) Removal and disposal of non-hazardous waste – this could include metal, vehicles, appliances and other non-hazardous waste as indicated by DND Representative.
- (xiv) Surface Debris Sweep – removal of surface, non-munitions scrap, and general debris from the Site, normally conducted with the aid of a metal detector and consisting of the removal of foreign debris, on or partially exposed land. Metallic objects that is picked up as part of the surface debris sweep will be checked for munitions scrap and disposed of in accordance with applicable standards.

Responsibility and general requirements

1. Power and Water Supply: It is the responsibility of the Contractor to arrange for their own sources by use of generators and water tanks.
2. The Contractor must provide all the necessary tools and equipment to undertake the work. The Contractor must maintain their equipment in good working order. The DND

representative will instruct the Contractor to replace equipment that is leaking or is unsuitable for the work.

3. Hours of Work: Hours of work will normally be 0700 to 1700 hours Monday to Friday, unless otherwise stated by the DND Representative
4. Clean Up: Upon completion of the work, the site must be left clean with all waste materials, equipment and supplies removed. The Contractor is to restore the site to a level consistent with the surrounding environment.
5. Where applicable, the Contractor must follow exposure control and personal protection procedures in accordance with Material Safety Data Sheet (MSDS). Deliver copies of Material Safety Data Sheets (MSDS) to the CFHA Representative upon delivery of materials.
6. The Contractor will assume responsibility for the security of its equipment and materials during and after working hours. DND will not be liable for any vandalism, theft or loss.
7. The first day of field work (excluding biological/cultural inspections) will be identified 2 weeks in advance of starting the work, and a 2 hour period will be set aside prior to work starting on the first day for the crew to participate in KSPFN-led ceremonies to show care and respect for the land.
8. All work under this Task Authorization must follow the KSPFN cultural protocols developed for the remediation and clearance work at the site (Appendix A)
9. Ensure that all field staff involved in intrusive work and all cultural staff have received CAP training, in accordance with the Cultural Protocol (Appendix A).
10. Develop a health, safety, and emergency response plan to include considerations for all work under this SOW.

Changes to the Scope of Work

1. Changes to the agreed scope of work will first be discussed between PWGSC and the Consultant and then followed up in writing to PWGSC. Changes in the scope of work may not be made without prior approval (in writing) by PWGSC.
2. Any significant changes to the scope of work will be referred to the Contractor for concurrence. Disagreements with such changes are to be communicated in writing to PWGSC.
3. The Contractor will not implement any change in the contract before having a Contract Amendment endorsed by PWGSC specifying the nature of the change, the revised contract value, and the time frame in which it must be carried out.
4. Any personnel, sub-consultant, or subcontractor changes to the Contractor team for any portion of the work must be requested in writing and approved by DND/PWGSC prior to work activities by that person / sub-consultant / subcontractor.

Submittals And Deliverables

Health and Safety Plan: The Consultant is responsible for submitting a Health and Safety Plan, which includes as a minimum, the requirements outlined in Section 6.0 above.

WSIB Clearance Certificate: The Consultant/Contractor conducting the field work must submit a valid WSIB Clearance Certificate. When generating the Clearance Certificate, Contractors need to list 'Department of Employment and Social Development Canada' as the Principal Legal/Trade Name, and the address that populates will be from Gatineau, QC.

Invoice Submission: All invoices must be submitted with a standard company invoice (original only) giving a detailed description of the services performed, a breakdown of the amounts claimed and receipts for expenses incurred. All invoices must have the PWGSC project and contract number. The Consultant must submit their final claim following the acceptance of the final reports. The final invoice must be marked as "FINAL".

Solicitation No. – N° de l'invitation
EN438-178004/B
Client Ref. No. – N° de réf. du client
EN438-17-8004

Amd. No. – N° de la modif.
File No. – N° du dossier
KIN-7-48230

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

APPENDIX "A" to ANNEX "A"

***A Cultural Resource Protocol for the
Clearance and Remediation Activities within
Stoney Point Lands***

Prepared by

The Chippewas of Kettle and Stony Point



March 28, 2016

Cultural Resource Protocol for Clearance and Remediation Activities within the Stoney Point Lands

1.0 Introduction and Purpose

This document constitutes the Cultural Protocol developed by the Chippewas of Kettle and Stony Point to be used in the UXO Clearance and Remediation of Former Camp Ipperwash (FCI). The Cultural Protocol establishes procedures to be followed by a Consultant during planned Environmental, Unexploded Ordnance, and Cultural Activities within former Camp Ipperwash. Background research has confirmed the existence of many areas of cultural heritage across the lands and a high potential for the discovery of additional culturally significant areas during planned activities.

The Cultural Protocol specifies procedures to be followed by the Consultant in the event of the discovery of cultural resource sites, cemeteries/human burial sites, isolated discoveries of human remains, heritage structures of Aboriginal origin, culturally significant plants, and sacred cultural sites or objects, as per the Statement of Work for the Ipperwash Clearance and Remediation (SOW).

In addition, the Cultural Protocol specifies procedures to be followed for the cleaning, cataloguing, storage and curation of moveable cultural resources (artifacts) recovered during the clearance and remediation activities.

The protocol also specifies procedures for notification of the Kettle and Stony Point First Nation in the event of the discovery of cultural resources, sacred sites and/or human remains or burials, and a consultation process involving the Consultant, the DND Project Manager (PM) and the First Nation Project Administrator (PA) concerning preservation and storage of moveable cultural resources.

2.0 Definitions

In the context of this document, the following definitions apply.

“Authorized Persons” means, for the purpose of access to the area where clearance and remediation activities are occurring, a) the Project Manager (or his/her designate), b) the Chief of the First Nation or his/her designate, c) the Consultant and its employees or subcontractors, d) the Project Administrator (or his/her designate), e) the First Nation's Special Advisors and substitutes, f) any other members of the First Nation or other person whose presence or participation is requested by both the Project Manager and the Project Administrator, and g) Canada's Special Advisors.

“Clearance and Remediation Activities” – as outlined in the Final Settlement Agreement this means any activities identified in the Clearance and Remediation Plan

as UXO Clearance Activities, Environmental Remediation Activities or Radiological Remediation Activities, or any combination of those activities, on any area of the Settlement Lands.

“Consultant” means the individuals, partnerships, associations, joint venturers, sub-contractors or corporations, and their employees, as the case may be, who enter into a contractual agreement with Canada to conduct the Clearance and Remediation Activities of Camp Ipperwash in accordance with the SOW.

“Cultural Resource Investigation” - means the cultural resource investigation carried out by the Independent Contractor as contemplated under the Investigation Agreement.

“Cultural Resources” means human works or places that give evidence of human activity or have spiritual or cultural meaning and which have been determined to have historic value.

“Cultural Resource Site” means a site where Cultural Resources are found, the physical remains of any past human use of a locale.

“Cultural Protocol” means this document.

“Culturally Significant Plants” means plants used by an Aboriginal group for medicinal or spiritual purposes.

“Environmental Investigation” - means the environmental and radiological investigation carried out by the Independent Contractor as contemplated under the Investigation Agreement.

“First Nation” means the Chippewas of Kettle and Stony Point, a “band” as defined in the Indian Act, and members of the band.

“First Nation’s Special Advisor” (“FNSA”) refers to the UXO, Environmental and Cultural Resource advisors and their substitutes appointed by the First Nation to provide expert advice.

“Former Camp Ipperwash” and/or “Stoney Point Lands” means the lands and waters of Stoney Point Lands, defined as Part 1 on Plan 25R-3072, Municipality of Lambton Shores, County of Lambton.

“Heritage Values Map” (HVM) means a map showing areas of cultural significance to the First Nation.

“Heritage Structure of Aboriginal Origin” means any structure, or the standing remains of a structure, erected and used by an Aboriginal person or group prior to 1942, and any traditional structure (e.g. a sweat lodge, a Midewewin lodge) erected and used by an Aboriginal person or group.

“Stoney Point Lands” and/or **“Former Camp Ipperwash”** means the lands and waters of Stoney Point Lands, defined as Part 1 on Plan 25R-3072, Municipality of Lambton Shores, County of Lambton.

“Moveable Cultural Resources” means moveable objects or assemblages of objects and their associated records that are of cultural and scientific value for their archaeological, ethnological or aesthetic significance.

“Project Authority” means Department of National Defense.

“Sacred Objects” means moveable cultural resources determined to have special importance to an Aboriginal group for medicinal, spiritual or ceremonial purposes.

“Sacred Places” means locations that are deemed to have special importance to an Aboriginal group by virtue of their spiritual or ceremonial use.

“Special Area” - means any area on Settlement Lands determined in accordance with Section 15.07 of the Final Settlement Agreement. These areas include burial grounds and Areas of First Nation Cultural Interest.

“Statement of Work” (“SOW”) means the detailed description of the clearance and remediation activities of the Stoney Point Lands to be carried out by a Consultant.

“Unexploded Ordnance” (“UXO”) means all munitions, dumps and deposits of explosives, biological, chemical, radiological or other harmful weapons, agents and substances, explosive in nature whether exploded or unexploded present in the Stoney Point Lands.

“UXO Investigation” - means the UXO investigation carried out by the independent contractor as contemplated under the Investigation Agreement and to be carried out by the Consultant pursuant to the Statement of Work.

3.0 Cultural Resources - General Principles

As a result of their long history and traditional use of the land, the First Nation has strong ties to the Former Camp Ipperwash/Stoney Point lands and places a high value on the natural and cultural resources that remain on the lands. It is possible that the planned UXO activities may result in the potential disturbance or discovery of additional cultural sites, sacred areas, human burials, etc.

3.1 Prior to the commencement of any clearance and remediation activities, the First Nation requires sufficient notice so they may conduct necessary ceremonies ahead of any work.

3.2 All personnel involved in activities that may cause disturbance to the soil, including the use of heavy machinery, must attend the two-day Cultural Awareness Training Program presented by the First Nation. This program is mandatory for all personnel on the Cultural team regardless of the time they are on site.

3.3 For Cultural/Archaeological work conducted by the Consultant, Authorized Persons may, subject to site entry and safety provisions, attend any such site in the Stoney Point Lands to observe the work of the Consultant.

3.4 Prior to mobilization and on a daily basis, the Consultant's Cultural Field Lead must assess and notify field teams on any Special Areas within and adjacent to work areas. This will include reviewing the significance of all cultural resources previously identified and following procedures established in the SOW and its Appendices. All Aboriginal sites, spanning the pre-contact period, the historic Reserve Period, and continuing up to the 1942 appropriation, are of interest to the First Nation.

3.5 In areas of high potential for the presence of cultural/archaeological items/sites, work must be conducted utilizing the least intrusive methods available. If the work includes both areas of high and low potential, the Consultant's Cultural Team Lead will be required to outline this and an appropriate work plan devised prior to the start of work in order to protect or monitor potential.

3.6 Occasionally, new cultural heritage information is presented by the First Nation community. This information is to be recorded and prompt notification must be made DND who in turn will notify the First Nation. It may be necessary to add new culturally important sites to the existing site mapping and this will be coordinated with the CKSPFN Cultural Special Advisor

3.7 All archaeological work will adhere to the requirements within this Cultural Protocol, the guidelines and requirements outlined in the Statement of Work and its Appendices. Work will also be guided by the Standards and Guidelines for Consultant Archaeologists of the Ontario Ministry of Tourism, Culture and Sport.

3.8 Cultural resources are not to be deliberately disturbed, except in cases where UXO personnel must undertake ground disturbance to ascertain whether UXO is present before cultural work begins, or in cases where Environmental personnel must conduct intrusive activities prior to cultural activities for safety reasons. In all other situations, employees and sub-contractors of the Consultant, with the exception of the Consultant's Cultural personnel, must not pick up, disturb, collect or remove any moveable cultural resource (artifacts) found in the course of the work. If a sacred item is noted and needs to be removed and once it is safe to do so, the preferred manner

is for the First Nation's Cultural Special Advisor to temporarily move the item under direction from Elders.

3.9 Prompt notification of the First Nation concerning the discovery of cultural resources is essential. When cultural resources (other than human burials) are found, the Consultant must follow procedures specified in Section 5.1.3 below. Discoveries of human burials must be immediately reported to the Police and the Project Manager, who in turn will inform the First Nation as detailed in Section 6.4 below.

3.10 The First Nation reserves the right to conduct field visits of any or all cultural resources found during the clearance and remediation activities. Such field visits may be undertaken by the First Nation's Authorized Persons.

3.11 When cultural resources are discovered, avoidance must be the preferred mitigative option, with the exception of artifacts collected by the Consultant's Cultural personnel in the course of the Cultural activities. It will be part of the Cultural Field Lead to be able to assess which items are important to collect and which are unnecessary or may be left in the field. This assessment will be based on requirements set out in this protocol and supplemented by the Standards and Guidelines for Consultant Archaeologists. Wherever possible, impacts to cultural resources must be mitigated, if avoidance cannot be achieved.

3.12 The extent of any required mitigative activities must be limited to areas that will be impacted (or have been impacted) by the UXO and Environmental clearance and remediation work or related activities (i.e. construction of access roads).

3.13 In cases where work must be conducted without the presence of the Consultant's Cultural Team, for safety reasons and where cultural resources are found, the procedure will be to flag each cultural item, assign it a control number, take GPS coordinates and digital photographs, and where possible, leave the cultural item in situ for identification by the Consultant's Cultural Personnel. Each find must be reported as it is made in order for a determination to be made as to the sacredness of the item. If it is determined that the cultural item is not sacred, it may be bagged and labelled moved to the secure on-site artifact storage area. If the item is sacred, it may only be handled and moved by the First Nation's Cultural Special Advisor. Once it is deemed safe, and through Elder consultation, the sacred item may be returned to its original location. This will be on a case by case basis.

4.0 Procedures for Cultural Field Activities

4.1 General

4.1.1 No archaeological investigation or intrusive archaeological testing (i.e. test pitting) must take place without prior UXO clearance.

4.1.2 As per the SOW, the Consultant must assess the significance of all cultural resources identified during clearance and remediation activities in terms of precontact and historic settlement, Aboriginal occupancy, Aboriginal cultural values and their connection to traditional environmental knowledge of the Stoney Point Lands, and each site's significance to local history.

4.1.3 Any non-intrusive work (vegetation removal) is still subject to cultural verification. The Consultant's archaeologist will be aware of planned equipment to be used, if the work area holds cultural potential and must also be aware of current ground conditions (thawed, frozen, wet, etc.). Work planned needs to be done in the least intrusive manner possible.

4.1.4 Employees and sub-contractors of the Consultant, with the exception of the Consultant's Cultural personnel, must not pick up, disturb, collect or remove any moveable cultural resource (artifacts) found in the course of the work, except as per the SOW and this Protocol. It is understood that non-munitions debris (NMD) certification (Level 1) during UXO clearance will necessitate UXO personnel documenting (with GPS coordinates) and collecting range scrap prior to transport from the work area. Individual pieces of NMD that may be considered culturally significant will be bagged and tagged separately to maintain locational information for subsequent screening by the Consultant's archaeologist.

4.1.5 When cultural resources, other than human burials, are found by the Consultant, the Project Manager must be notified by email within 24 hours using the Cultural Reporting Form in Appendix A (an electronic version of the form will be made available). The Project Manager will promptly forward the Cultural Resource Reporting Form by email to the First Nation Project Administrator.

4.1.6 First Nation's Authorized Persons will adhere to all protocols and procedures established by the Project Manager and the Consultant while in the Stoney Point Lands.

4.1.7 Any archaeological excavations including test pits must be backfilled.

4.1.8 Buffer zones will be placed around areas of concern, potential homesteads, cemeteries, and known cultural/archaeological sites. The use of buffer zones is to ensure that as work proceeds the proper amount of cultural oversight is being given by the Consultant's Cultural team. Refer to the SOW and any GIS information to assist with buffer zones.

4.2 UXO Clearance and Remediation Activities

The procedures to be followed for Cultural Resource Monitoring and Field Work of UXO Clearance and Remediation Activities are outlined in the SOW and are summarized below.

4.2.1 Consistent with the Statement of Work, UXO personnel will determine if UXO is present and if conditions are safe for Cultural Personnel to conduct a review of the work area.

4.2.2 In the event that both UXO and cultural resources are discovered during initial subsurface anomaly clearance and remediation activities and only when deemed safe by UXO personnel, the entire area to be affected by the removal/render safe of the UXO must be satisfactorily mitigated through cultural resource salvage excavation. If cultural resources are discovered but it is deemed unsafe by UXO personnel for cultural resource investigation prior to UXO removal, then UXO will be rendered safe and removed. Then the Consultant's archaeologist will mitigate cultural resources and associated data.

4.2.3 As per the SOW, the Consultant's archaeologist will determine/examine known and potential areas of cultural resource occurrence within the work areas. Extensively disturbed areas, or areas of low cultural resource potential that are not of cultural concern must be identified, mapped and sufficient rationale provided for their exclusion in the Cultural Field Work Report.

4.2.4 Upon completion of Level 3 screening and once it is deemed safe to do so, the Consultant's archaeologist will review the non-munitions debris removed from any work area to check for the presence of artifacts.

4.3 Environmental/Contaminated Sites Activities

4.3.1 The Consultant's archaeologist must monitor intrusive contaminated site field activity within the Stoney Point Lands. Where intrusive contaminated site clearance and remediation activities are planned, and consistent with the Statement of Work, the Consultant's archaeologist will undertake test pit assessment at five (5) metre intervals of the area to be impacted. Such impacts may include but are not limited to impacts from power equipment such as drill rigs, augers, excavators, tracked and rubber tired vehicles, and vegetation removal equipment. If cultural resources are encountered at or near sampling locations planned for intrusive contaminated site clearance and remediation activities, the Consultant will mitigate disturbance to cultural resources by avoiding the sampling location. If avoidance is not practical, the Consultant will notify, advise and obtain approval from the Project Manager for the mitigation of disturbance to cultural resources prior to implementation of planned contaminated site clearance and remediation activities at the affected sampling locations(s).

4.3.2 In areas of contaminated site clearance and remediation activities where impacts to cultural resources cannot be avoided, and mitigation of cultural resources to the depth of disturbance is anticipated and approved, the Consultant's archaeologist will establish a one-metre grid over the area to be impacted, excavate the affected area, record soil profiles, record and excavate any subsurface cultural resources encountered, and screen all excavated soils to recover cultural resources.

4.3.3 If no cultural resources are discovered as a result of test pit assessment of an area of planned intrusive Environmental clearance and remediation activities, the Environmental work may proceed and the area may be restored without further cultural resource involvement.

4.4 Access Routes

The Consultant will undertake test pit assessment at five (5) metre intervals within areas of high cultural potential that may be subject to heavy machinery damage. If cultural resources are encountered, the Consultant will notify, advise and obtain approval from the Project Manager prior to use of the proposed access route. Cultural resources found along proposed access routes must be avoided or mitigated following standard procedures prior to use.

5.0 Processing and Curation of Moveable Cultural Resources

Only artifacts not associated with burials may be considered for collection.

As well, all cultural/archaeological work, including notes, cataloguing, and reporting will be reviewed by the appointed Cultural Special Advisors for the First Nation and DND. This will include a physical review of the artifacts and catalogue to ensure that all data is correct and acceptable.

The Consultant must follow standard procedures for the laboratory cleaning, identification, cataloguing, and curation of moveable cultural resources (artifacts) as outlined in "Guidelines for Archaeological Assessment and Mitigation Excavation" published in **Arch Notes**, the Newsletter of the Ontario Archaeological Society, 1992 (3):15-19 and in accordance with the requirements outlined by Sustainable Archaeology facility's Procedures and Practices(see reference section). At the end of field work and reporting, the artifact collection will be transferred to the Sustainable Archaeology facility.

During the work outlined in the SOW, any non-sacred cultural resources collected by the Consultant's archaeologist must be stored in a secure on-site facility. This location will need to be a dedicated space away from other field equipment. As per the SOW, the Consultant must consult with the Project Authority and the Project Administrator regarding preservation and storage measures for the salvaged artifacts and moveable cultural resources over the course of the project. Authorized Persons must have reasonable access to the artifact collections in the interim storage facility.

For cultural resources deemed sacred objects by the First Nation, the Consultant will consult with the Project Authority and First Nation's Project Administrator to confirm the importance of the cultural resource and determine appropriate methods of handling, care and curation. The First Nation's Project Administrator may recommend to the Project Authority that some sacred cultural objects be left in place or returned to the land (location where found) as soon as possible and practical within the constraints of the

Clearance and Remediation activities and with appropriate ceremony. Moreover, it should be noted that items included as grave offerings in human burials are deemed sacred by the First Nation, and will remain with the burial.

Upon completion of field activities, any collected artifacts, will be temporarily taken to the Consultant archaeologist's office for cleaning, cataloguing and reporting. Once all reports have been accepted as complete, the collection will be transferred to the Sustainable Archaeology facility.

Collected items too large to be accepted into the Sustainable Archaeology facility will be photo documented and may be given to the First Nation. This will be on a case by case basis. Given this, it will be essential that real-time calls be made in the field by the Cultural field lead as to the cultural/archaeological significance of an item prior to collection.

6.0 Cemeteries/Human Burial Sites

There is one well known cemetery within the Stoney Point lands, with several other unconfirmed burial areas. There are also unconfirmed reports of human burials within the sand dunes. It is possible that the planned clearance and remediation activities will result in the discovery of additional human burials.

6.1 If any planned work is to be in the area of the known cemetery, advanced noticed is to be given so that the CKSPFN may have a representative or the Cultural Special Advisor on-site.

6.2 As a matter of principle, all human burials are to be respected and measures must be taken to ensure their long-term protection.

6.3 Human burials are not to be disturbed in the course of the clearance and remediation activities. If disturbance is unavoidable, or occurs inadvertently or accidentally, the Consultant must contact the Project Manager and the Ontario Provincial Police (OPP). The First Nation (through the First Nation's Project Administrator) will determine appropriate procedures to be followed on a case-specific basis.

6.4 In the event that human remains are discovered during the clearance and remediation activities, the Consultant must contact the Project Manager and the OPP. The OPP will investigate following current OPP practice and regulation. Disclosure to the First Nation will be consistent with OPP practice, regulation and findings. If the OPP investigation determines that the human remains are not a police matter, the Consultant must follow the Ontario Cemeteries Act and the Project Manager must contact the First Nation's Project Administrator immediately. Such notice must include the location of the human remains, the circumstances of the discovery, and any other pertinent information concerning the discovery that is available at the time of notification.

Any activities carried out by the Consultant's archaeologist under the Cemeteries Act may be attended by the First Nation's Authorized Persons. The Project Manager must provide copies of any written reports on investigations carried out under the Cemeteries Act to the First Nation's Project Administrator.

6.5 If a human burial is discovered during clearance and remediation activities, all work must stop immediately in the area of the discovery, and within a 20 metre buffer area. Such areas must be immediately protected by the erection of construction fencing around the burial and the buffer zone, in a manner consistent with the Statement of Work, and access to the burial area must be restricted to authorized personnel.

6.6 Canada and the Consultant must be prepared to alter work plans to ensure that human burials are respected and protected. The First Nation reserves the right, in consultation with other First Nations if appropriate, to determine appropriate action if Aboriginal burials are threatened by the work. In such cases, avoidance, where practical, must be the primary mitigative measure. The Consultant may be required to alter work plans to avoid and protect human burials.

6.7 In the event that isolated human remains are found (e.g. a single tooth or bone), the Consultant will inform the Project Manager and determine if the isolated human remains represent a human burial. The First Nation's Project Administrator and Cultural Special Advisor will be notified of the Consultant's findings in a timely manner.

6.8 Any funerary objects found with human burials are deemed sacred objects by the First Nation by virtue of their association with the human burial. In accordance with the SOW, the Consultant's archaeologist will consult, through the Project Manager, with the First Nation's Project Administrator to confirm the cultural resource's special importance to the First Nation. Such sacred objects must be left in place, or in the event of disinterment and re-burial, such objects must be re-buried with the deceased as determined by the First Nation (through the First Nation's Project Administrator).

7.0 Heritage Structures of Aboriginal Origin

In the event that a Heritage Structure of Aboriginal Origin is threatened by impacts from the clearance and remediation activities the First Nation must be consulted regarding an appropriate course of action. The significance of a threatened Heritage Structure must be evaluated by the Consultant. The First Nation reserves the right to conduct its own evaluation of significance. In the event that impacts to a significant heritage structure cannot be avoided, the structure must be documented according to best practices encompassed in the Canadian Environmental Assessment Agency's Reference Guide on Physical and Cultural Heritage Resources (1996) and the Ontario Ministry of Culture's Guidelines for Preparing the Cultural Heritage Component of Environmental Assessments (1992).

8.0 Sacred Cultural Sites

Traditional Anishnabe beliefs hold that all humans, plants and animals, have spirits and thus are alive and have power. Moreover, some natural and created objects such as specific rock formations, locations on the land, and sacred objects, are considered to have spirits and power as well. As such, it is possible that certain places and objects on the Ipperwash lands may be considered sacred by members of the First Nation. Background research conducted to date, including interviews with First Nation members, has revealed a few such locations. Those that have been identified have been included on the GIS mapping (updated March 2016).

Due to their intrinsic value, measures must be taken avoid and preserve identified sacred sites. If it is necessary to impact an area identified as a sacred site, the First Nation (through the Project Administrator) must be consulted and will determine an appropriate course of action. Such action may include conducting appropriate ceremonies at the site location.

9.0 First Nation Representatives

The following individuals are Authorized Persons with respect to Cultural Activities. Additional Authorized Persons may be designated during the clearance and remediation activities with the consent of the Project Manager and the Project Administrator.

Chief: Thomas Bressette (519) 786-2125

First Nation Director for Negotiations/Co-Project Manager: Verna George (519) 786-2125, Ext 322 Fax: (519) 786-2108

First Nation's Co-Project Manager: Robert Menke (703) 307-2104

First Nation's Cultural Special Advisor: Brandy George

10.0 Communications

The communications are divided into two level. In the field the consultant project Leader will communicate with DND for day to day coordination. All other issues will be handled between the DND Project Manager and the First Nation Project Administrators.

11.0 Reference Documents

Canadian Environmental Assessment Agency 1996 Reference Guide on Physical and Cultural Heritage Resources.

Ontario Ministry of Consumer and Business Services, *Cemeteries Act (Revised)*, RSO 1990.

Ontario Ministry of Culture, 1992 *Guidelines for Preparing the Cultural Heritage Component of Environmental Assessments*.

Ontario Ministry of Culture, 1993 *Archaeological Assessment Technical Guidelines, Stages 1-3*.

Ontario Ministry of Tourism and Culture, 2010 *Standards and Guidelines for Consultant Archaeologists*.

Ontario Office of the Chief Coroner, 1998 *The Discovery of Human Remains, Best Practices*.

Task Force on Self Regulation, 1992 Guidelines for Archaeological Assessment and Mitigative Excavation, *Arch Notes*, The Newsletter of the Ontario Archaeological Society, 1992 (3):15-19.

12.0 References Consulted

Angel, Michael. 2002. *Historical Perspectives on the Ojibwa Midewiwin: Preserving the Sacred*. The University of Manitoba Press: Winnipeg.

Canadian Archaeological Association. *Statement of Principles for Ethical Conduct Pertaining to Aboriginal Peoples*. Online at <http://www.canadianarchaeology.com/ethical.lasso>

Clifton, James A., George Cornell, and James McClurken. 1986. *People of the Three Fires: The Ottawa, Algonquian and Ojibway of Michigan*. The Grand Rapids Inter-Tribal Council: Grand Rapids, Michigan.

Densmore, F. 1928. *Indian Use of Wild Plants for Crafts, Food, Medicine, and Charms*. Iroqcrafts Ltd.

Dewdney, Selwyn. 1975. *The Sacred Scrolls of the Southern Ojibway*. University of Toronto Press: Toronto.

George, Lorraine, and Phyllis George. 1996-1998. *Oral History Research Transcripts*. Kettle and Stoney Point Band Office.

Gulewitsch, Victor A. 1995. *Historical Overview of the Chippewas of Kettle and Stony Point, 1700 – 1942*. Kettle Point: Kettle and Stony Point Band Council.

Gulliford, Andrew. 2000. *Sacred Objects and Sacred Places: Preserving Tribal Traditions*. University Press of Colorado: Colorado.

Highwater, Jamake. 1977. *Ritual of the Wind: North American Indian Ceremonies, Music, and Dances*. The Viking Press: New York.

Hirshfelder, Arlene and Paulette Molin. 1992. *The Encyclopedia of Native American Religions: An Introduction*. Facts on File: New York.

Holmes, Joan. 2004a. *Ipperwash: Historical Background*. Joan Holmes and Associates Inc. http://www.ipperwashinquiry.ca/transcripts/pdf/Joan_Holmes.pdf

Holmes, Joan. 2004b. *Ipperwash Commission of Inquiry: Historical Background*. Joan Holmes and Associates Inc.
http://www.ipperwashinquiry.ca/transcripts/pdf/Joan_Holmes.pdf

Johnston, Basil. 1976. *Ojibway Heritage: The ceremonies, rituals, songs, dances, prayers and legends of the Ojibway*. McClelland and Stewart: Toronto.

Johnston, Basil. 1982. *Ojibway Ceremonies*. McClelland and Stewart: Toronto.

Jones, Peter. 1973. *History of the Ojibway Indians: with Special Reference to their Conversion to Christianity*. Second Edition. Canadiana House: Toronto.

Kinickinick Heritage Consultants. 2004. *Umbrella Protocol of the Algonquins of Pikwakanagan for the Management of Archaeological Resources in Unceded Algonquin Territory*.

Kintigh, Keith. *SAA Principles of Archaeological Ethics*. Society for American Archaeology. Online at <http://www.saa.org/publications/saabulletin/14-3/saa9.html>

Moerman, Daniel. *Native American Ethnobotany Database*. Online at <http://herb.umd.umich.edu>

Paper, Jordan. 1989. *Offering Smoke: The Sacred Pipe and Native American Religion*. The University of Alberta Press: Edmonton.

Parks Canada. *An Approach to Aboriginal Cultural Landscapes*. Online at http://www.pc.gc.ca/docs/r/pca-acl/sec4/index_e.asp

Schmalz, Peter S. 1991. *The Ojibwa of Southern Ontario*. University of Toronto Press: Toronto.

Smith, Theresa S. 1995. *The Island of the Anishnabeg: Thunderers and Water Monsters in the Traditional Ojibwe Life-World*. University of Idaho Press: Moscow, Idaho.

Sustainable Archaeology 2016. Collections Procedures and Practices. Online.
<http://www.sustainablearchaeology.org/procedures-practices.html>

Vecsey, Christopher. 1983. *Traditional Ojibwa Religion and Its Historical Challenges*. The American Philosophical Society: Philadelphia.

Warren, William W. 1984 [1885]. *The History of the Ojibways, based upon traditions and oral statements*. St. Paul, Minn.: Minnesota Historical Society Press.

Wright, J.V. 1995. *A History of the Native People of Canada: Volume I (10,000-1000 B.C.)*. Mercury Series, Archaeological Survey of Canada, Paper 152. Canadian Museum of Civilization: Quebec.

Solicitation No. – N° de l'invitation
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File No. – N° du dossier
KIN-7-48230

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

Stoney Point Lands Clearance and Remediation Activities

CULTURAL RESOURCE REPORTING FORM

Date _____

Reported by _____

Field Control Number _____

Type of Site _____

Location: _____

GPS Accuracy _____

GPS Coordinates _____

Photographed: Photo Log #s

Observations:

Environmental Context

Cultural Material or Features

Collected/Documented? Y N

Collected/Documented? Y N

Solicitation No. – N° de l'invitation
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KIN519
CCC No./N° CCC – FMS No./N° VME

Collected/Documented? Y N

Present Condition/Integrity

Inferred Age and Cultural Affiliation

Inferred Function and Significance

Potential Impact from Activity

Consultation with First Nation Representative

Recommended Mitigation

Comments

Solicitation No. – N° de l'invitation
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APPENDIX “B” to ANNEX “A”, DAILY LOG

PROJECT NAME:	DATE:																											
WEATHER CONDITIONS: <div style="display: flex; justify-content: space-between;"><input type="checkbox"/> Sunny<input type="checkbox"/> Cloudy<input type="checkbox"/> Rain<input type="checkbox"/> Snow</div> Temperature:																												
TASKING <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"><thead><tr><th style="width: 30%;">PERSONNEL NAME</th><th style="width: 50%;">TASK DESCRIPTION / WORK COMPLETED</th><th style="width: 20%;">HOURS ONSITE</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td></tr></tbody></table>		PERSONNEL NAME	TASK DESCRIPTION / WORK COMPLETED	HOURS ONSITE																								
PERSONNEL NAME	TASK DESCRIPTION / WORK COMPLETED	HOURS ONSITE																										
SAFETY <div style="display: flex; justify-content: space-between;"><input type="checkbox"/> Morning tailgate performed<input type="checkbox"/> End day tailgate performed</div> Safety Comments:																												
COMMENTS <div style="height: 150px; border: 1px solid black; margin-top: 10px;"></div>																												
PREPARED BY:	SIGNATURE/DATE:																											

ANNEX “B”, INSURANCE REQUIREMENTS OF CONTRACT

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The 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.
- r. 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.