

REQUEST FOR PROPOSAL (RFP) – COVER SHEET

Title: Completion of Environmental Assessment and Aboriginal Consultation Determinations

Solicitation No. – N° de l'invitation
INFC-2020/21-PS2878

Date of RFP: December 04, 2020

Procurement Officer: ROBERT LABRIE

Address for proposal delivery:

Bids must be sent via email only to: infc.procurement-approvisionnement.infc@canada.ca

Solicitation closes on : **January 13, 2021 3:00pm E.S.T.**

Infrastructure Canada (INFC) is requesting proposals for services as detailed in Section 3. This is a Request For Proposal (RFP) as distinguished from an Invitation to Tender. The proposal must set out the means by which the technical, performance, time and other goals and objectives will be met, having regard to any stated requirements. INFC will consider entering into a contract with the supplier submitting the most acceptable proposal as determined by the evaluation factors set out in this RFP.

Neither the qualifying proposal that scores the highest points nor the one that contains the lowest cost will necessarily be accepted. INFC reserves the right to accept any proposal, as submitted without prior negotiations.

This Request For Proposal consists of the following:

This cover page;

- Part 1 GENERAL INFORMATION;
- Part 2 BIDDER INSTRUCTIONS;
- Part 3 BID PREPARATION INSTRUCTIONS;
- Part 4 EVALUATION PROCEDURES AND BASIS OF SELECTION;
- Part 5 CERTIFICATIONS;
- Part 6 SECURITY, FINANCIAL AND OTHER REQUIREMENTS; and
- Part 7 RESULTING CONTRACT CLAUSES

Bidder's Signature: The Bidder's signature indicates acceptance of the terms and conditions governing this RFP and certifies the content of the attached bidder's proposal. It also constitutes acknowledgement of receipt and acceptance of all documents listed above. The Bidder also recognizes having read and understood all terms and conditions in this RFP contained in the documents or incorporated by reference.

Signature

Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Terms of Payment, the Security Requirements Checklist.

1.2 Summary

- 1.2.1 To assist the Aboriginal Consultation and Environmental Services (ACES) unit at Infrastructure Canada (INFC) with its determinations of Infrastructure Canada's Aboriginal Consultation and Environmental Assessment obligations for INFC funding programs.
- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted only to infprocurement-provisionnement.inf@canada.ca by the date, time and place indicated on page 1 of the bid solicitation. Due to the nature of the bid solicitation, bids transmitted by facsimile, courier, postal mail, or ePost Connect service will not be accepted.

Canada reserves the right to:

- a) cancel the bid solicitation at any time;
- b) reissue the bid solicitation;
- c) if only one responsive bid is received, negotiate with the sole responsive Bidder to ensure best value to Canada;
- d) reject a bid if the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period; and
- e) reject a bid if evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid.

Where Canada intends to reject a bid pursuant to a provision of this subsection, the Contracting Authority will so inform the Bidder and provide the Bidder ten calendar days within which to make representations, before making a final decision on the bid rejection.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only via email to infprocurement-provisionnement.inf@canada.ca with the solicitation number **(INFC-2020/21-PS2878)** in the subject heading. Failure to comply with this requirement may result in the bid being declared non-responsive.

2.3 Former Public Servant

2.3.1 Definitions

For the purposes of this clause,

“fee abatement formula” means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the *Public Service Superannuation Act*.

“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.

2.3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to the fee abatement formula, as required by Treasury Board Policy.

2.3.3 Workforce Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

- 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 \$5,000.00 (Canadian dollars), including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Due to the nature of the bid solicitation, bids transmitted by epost Connect service, facsimile, postal mail, or courier will not be accepted.

Canada requests that the Bidder submits its bid in accordance with article 2.2 of this RFP. The Bidder must provide its bid in a single transmission. Canada's email servers have the capacity to receive emails up to 20MB in size with multiple documents, up to 4MB per individual attachment.

3.1.1 Section I: Technical Bid

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

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

3.1.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed below.

3.1.3 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.1.4 Section III: Certifications

Bidders must submit the certifications and additional information required under article 2.3 of this RFP, those in Part 5 of this RFP, and the completed and signed cover page to this RFP.

3.1.5 Section IV: Additional Information

3.1.6 Security Clearance of Proposed Resources

The Bidder must provide all the following information for each proposed candidate by bid closure in order for Canada to assess the security requirements:

- name of the individual (as it appears on the security clearance application form);
- date of birth;
- validity period of security clearance obtained;
- security screening certificate and briefing form file number (if available); and
- name of the entity under which the security clearance was obtained (if available).

3.1.7 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

As indicated in Part 6 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance by bid closure:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State
Postal Code / Zip Code
Country

The Company Security Officer must ensure through the [Contract Security Program](#) that the Bidder and proposed individuals hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

Attachment 1 to Part 3 – Pricing Schedule

- 1.0 The Bidder must complete this pricing schedule (below) and include it in its financial bid.
- 2.0 All amounts in both tables in the Pricing Schedule must be stated in the same currency. If a currency other than Canadian dollars are stated, those amounts will be converted to Canadian dollars based on the Bank of Canada’s daily exchange rate on the date of bid closure.
- 3.0 Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

Considering the delivery of **130 projects per year**, please complete both pricing schedules below.

Currency of Bid: [bidder to declare in its financial bid]

	Period	All-inclusive fixed Hourly Rate	Volumetric Data (estimated # of hours)	Total
		A	B	C = A x B
1	Period 1 – Award Date of Contract to December 2023			
1a	Senior Resource			
1b	Supporting Resource			
1c	Supporting Resource			
1d	Supporting Resource			
	Total Period 1:			
2	Optional Period 1 - January 2024 to December 2024			
2a	Senior Resource			
2b	Supporting Resource			
2c	Supporting Resource			
2d	Supporting Resource			
	Total Optional Period 1:			
3	Optional Period 2 - January 2025 to December 2025			
3a	Senior Resource			
3b	Supporting Resource			
3c	Supporting Resource			
3d	Supporting Resource			
	Total Optional Period 2:			
3	Optional Period 3 – January 2026 to December 2026			
3a	Senior Resource			
3b	Supporting Resource			
3c	Supporting Resource			
3d	Supporting Resource			
	Total Optional Period 3:			
4	Evaluated Price (Applicable Taxes excluded): (i.e., sum of: Total Period 1 + Total Optional Period 1 + Total Optional Period 2)			\$ _____
5	Applicable Taxes	Insert the amount, as applicable:		

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada’s future usage of the services described in the bid solicitation will be consistent with this data.

Firm per diem rate(s) are 'all inclusive'. Charges for expenses that are normally incurred in the provision of services, such as labour for providing estimates and conducting contract negotiations, resolving contract disputes, tracking time sheets, monthly invoicing, facsimile, office supplies, computer hardware and software charges, courier, long-distance telephone charges, travel costs from a personal residence to the work site, local travel costs, and the like are included in the firm per diem rates and will not be permitted an additional charge under the contract. Prices of deliverables, if any, are included in the Firm Per Diem Rates(s) and all deliverables are FOB Destination, Canadian Customs Duty included if applicable.

For the purposes of defining the Firm Per Diem Rate(s), a day is defined as 7.5 hours exclusive of meal breaks. Payment shall be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect the actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{Firm Per Diem Rate}}{7.5}$$

The bidder confirms that the items identified above will be delivered to the address and according to delivery requirements indicated in Section 6.10 Invoicing Instructions.

Bidders who submit a quote agree to be bound by the instructions, clauses and conditions of this request for proposal and accept the clauses and conditions of the resulting Contract.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet all the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

#	Description of Mandatory Technical Criterion	Met / Not Met	Substantiation/Cross-Reference to Proposal
MT1	<p>Project Team The Bidder must propose a team of up to four resources, using the resource categories identified in Attachment 1 to Part 3 – Pricing Schedule. The proposed team must include a Project Manager/Leader. Detailed resumes must be provided to substantiate the experience and qualifications for each proposed resource.</p> <p>Resumes must demonstrate that each proposed resource has at least 5 years of experience in a</p>		

	field related to Aboriginal Consultations and Environmental Assessments.		
MT2	<p>Project Experience and References</p> <p>Using the Attachment 1 to Part 4 - Project Reference Form, bidders MUST provide summaries of three (3) distinct projects completed by the Project Manager/Leader within the last five (5) years from date of bid closing, describing their current/previous experience in successfully conducting Aboriginal Consultation and Environmental Assessment Determinations similar in scope to that set out in the Statement of Work (in Annex A) for Canadian federal government departments.</p> <p>Note: If more than three (3) projects are included in the proposal, Canada WILL ONLY CONSIDER the specified number IN ORDER OF PRESENTATION in its evaluation for this criterion.</p> <p>For further clarity, project summaries must include or address the following:</p> <ol style="list-style-type: none"> a. Summary Matrix - Interactions between Project Specific Changes to the Environment and Aboriginal Rights b. ATRIS Search c. Consultation Decision and Required Activities d. Ongoing Consultation and Involvement of Other Departments e. Conclusion – Comments and Summary of Rationale 		
MT3	<p>Work Plan for the proposed work</p> <p>The proposal developed by the Bidder should clearly describe the methodology proposed to achieve the tasks listed in section 1.4 Tasks in Annex A Statement of Work.</p>		

4.1.1.1.1 Joint Venture Experience

- a) Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: A bidder is a joint venture consisting of members L and O. A bid solicitation requires that the bidder demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the bidder has previously done the work. This bidder can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

- b) A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

Example: A bidder is a joint venture consisting of members X, Y and Z. If a solicitation requires: (a) that the bidder have 3 years of experience providing maintenance service, and (b) that the bidder have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single criterion, such as the requirement for 3 years of experience providing maintenance services, the bidder cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

- c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

Example: A bidder is a joint venture consisting of members A and B. If a bid solicitation requires that the bidder demonstrate experience providing resources for a minimum number of 100 billable days, the bidder may demonstrate that experience by submitting either:

- o Contracts all signed by A;
- o Contracts all signed by B; or
- o Contracts all signed by A and B in joint venture, or
- o Contracts signed by A and contracts signed by A and B in joint venture, or
- o Contracts signed by B and contracts signed by A and B in joint venture.

that show in total 100 billable days.

- d) Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

4.1.1.2 Point-Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Point-Rated Technical Criteria (RT)			
For the purpose of the point rated criteria specified below, the experience of the Bidder, its parent, subsidiaries, or other affiliates of the Bidder, or its sub-contractors will be considered.			
#	Point Rated Technical Criterion & Bid Preparation Instructions	Weighting (Points)	Cross Reference to Proposal
PRT1	<p>Quality of the Proposal The proposal should be clearly referenced and easy to navigate; it should also allow the evaluation team to find the mandatory and rated experience with ease. Points will be awarded as follows:</p> <p style="margin-left: 40px;">i. Organization of the proposal:</p> <p>The Elements of the proposal are well organized, well referenced and logically related. 10 points</p> <p>The Elements of the proposal are somewhat organized, referenced and related. 5 points</p> <p>The Elements were difficult to follow. 0 points</p>	<p>Maximum Points: 20</p> <p>Minimum Points: 10</p>	

	<p>ii. Addressing the requirements of the RFP:</p> <p>The proposal addresses all the requirements set out in this Request for Proposal with detailed supporting information using clear, concise and easy to understand language. 10 points</p> <p>The proposal addresses some of the requirements set out in this Request for Proposal with a limited amount of supporting information using somewhat clear, concise and easy to understand language. 5 points</p> <p>The proposal does not address the requirements set out in this Request for Proposal and has insufficient supporting information using language that is very vague and difficult to understand. 0 points</p> <p>Note: Points for each of the above two elements (i and ii) above are non-cumulative and there are only three possible scores for each element, 10, 5, or 0.</p>		
PRT2	<p>Aboriginal Consultation and Environmental Assessment Determination Experience</p> <p>Based on the information provided for MT2, each project will be evaluated based on the following scoring grid (maximum of 5 points per project).</p> <p>The project summary must include or address all the following elements:</p> <ul style="list-style-type: none"> a. Summary Matrix - Interactions between Project Specific Changes to the Environment and Aboriginal Rights b. ATRIS Search c. Consultation Decision and Required Activities d. Ongoing Consultation and Involvement of Other Departments e. Conclusion – Comments and Summary of Rationale <p>Scoring for elements above will be calculated as follows: Client reference has validated that all elements exceeded their expectations. - 5 points Client reference has validated that all elements met their expectations. - 3 points Client reference has not / could not validate that the elements met their expectations. - 0 points</p> <p>Note: Points are non-cumulative for each element</p> <p>Note: If there is a discrepancy between the information contained in the bid and information provided by the reference the latter will be taken as true.</p>	<p>Maximum Points: 15</p> <p>No Minimum Pass Mark</p>	

PRT3	The Bidder is registered with the Indigenous Business Directory at bid closure. Yes=15 No=0 Note: It is possible for a bidder to not be listed in this directory (including the case where they are not an indigenous-owned company at all), resulting in 0 points for PRT3, and still be the winning bidder (who will be recommended for contract award). It is not required that the winning bidder be an indigenous-owned company.	Maximum Points: 15	
Total of all the Point Rated technical criteria MAXIMUM TOTAL POINTS 50			

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.2 Basis of Selection

Highest Combined Rating of Technical Merit (60%) and Price (40%) ATTACHMENT 1 to PART 4, Project Reference Form

Please replicate this form for all project references

Project Reference Form 3.0 Information Technology and Systems Audit			
Bidder Name			Name of Proposed Resource
Client Identification	Project Title		
	Organization		
	Client Contact Name		
	Title		
	E-Mail Address		
	Telephone number		
	Contract period		
Brief Project Summary			
Role of the proposed resource and relevant duties performed.			
Items below are for INFC Evaluation Purposes Only			

1. The project was completed within the last 5 years	<input type="radio"/> Yes <input type="radio"/> No
2. The experience within the project directly correlates with the Aboriginal Consultation and Environmental Assessment Determinations set out in the Statement of Work	<input type="radio"/> Yes <input type="radio"/> No
3. The following requirements were met: <ul style="list-style-type: none"> a. Summary Matrix - Interactions between Project Specific Changes to the Environment and Aboriginal Rights b. ATRIS Search c. Consultation Decision and Required Activities d. Ongoing Consultation and Involvement of Other Departments e. Conclusion – Comments and Summary of Rationale 	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No
4. The reference was contacted and provided the following descriptor to describe how the criteria was met.	<input type="radio"/> Yes <input type="radio"/> No Met / Not Met / Exceeded If No, explain why:

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the 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. Attachment 2 to Part 5 has been included to this solicitation to simplify the submission of this information to INFC by bid closure for Bidders.

5.1.2 Certificate of Independent Bid Determination

The Certificate of Independent Bid Determination at Attachment 1 to Part 5 has been developed by the federal Competition Bureau for use by tendering authorities when calling for bids, tenders or quotations. The purpose of this document is to deter bid-rigging by requiring bidders to disclose, to the tendering authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding a tender call.

5.1.3 Additional Certifications Required with the Bid

5.1.3.1 Indigenous Business Certification

To certify that the business is listed on the Indigenous Business Directory for PRT4, the bidder must complete and submit the following:

- 1) The Bidder:
 - a) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - b) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - c) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 2) The Bidder must check the applicable box below:

- a) The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - b) 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.
- 3) The Bidder must check the applicable box below:
- a) The Aboriginal business has fewer than six full-time employees.
OR
 - b) The Aboriginal business has six or more full-time employees.
- 4) 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.
- 5) By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the 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 Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

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

ATTACHMENT 1 TO PART 5 – CERTIFICATION OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter “bid”) to:

Infrastructure Canada’s Procurement Services Team
(Corporate Name of Recipient of this Submission)

for the Completion of Environmental Assessment and Aboriginal Consultation Determinations, bid solicitation # INFC-2020/21-PS2878, in response to the call or request (hereinafter “call”) for bids made by Infrastructure Canada do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Corporate Name of Bidder or Tenderer [hereinafter “Bidder”])

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
 - a. has been requested to submit a bid in response to this call for bids;
 - b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (**check one of the following, as applicable**):
 - the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. methods, factors or formulas used to calculate prices;
 - c. the intention or decision to submit, or not to submit, a bid; or
 - d. the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

Signature of Authorized Agent of Bidder

Date

Printed Name of Authorized Agent of Bidder:

Position Title of Authorized Agent of Bidder:

ATTACHMENT 2 TO PART 5 – Ineligibility and Suspension Policy

1.0 Purpose

The purpose of this attachment is to simplify the requirement of Bidders to provide Infrastructure Canada (INFC) and/or Public Services & Procurement Canada with the information required as part of the [Government of Canada Ineligibility and Suspension Policy](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (available at <https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>).

2.0 Information to be provided to INFC as Part of Section III Certifications of a Proposal/Bid

According to section 17 of the above-mentioned policy, Bidders are required to submit a list of the full names of all the following people identified in the table 1 (below) for the applicable organization type of the bidder before any resulting contract can be awarded.

Organization Type	List of Full Names to Include
Publically-owned Corporation	All current directors
Privately-owned Corporation	All owners of the corporation
Joint Venture	All current directors
Sole Proprietor (including when bidding as a joint venture)	All owners
Partnership	<i>No names are required</i>

During the bid evaluation phase, if the list below changes, the Bidder must inform INFC (at the same address for submitting proposals) within 10 working days of any changes.

Providing the required names is a mandatory requirement for award of a contract. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier will otherwise be disqualified for award of a contract.

Sample table to include in Section III Certifications of a proposal/bid:

Owner's / Director's Name	Title
[printed name (first and last)]	(e.g. CEO, COO, VP of X, Director of X, Owner)

*Bidders to insert rows as required, depending on the number of directors.

Note: Bidders that are a partnership (excluding joint ventures) do not need to submit a list of names with their proposal/bid.

3.0 Information to be provided to Public Services & Procurement Canada (not INFC)

During a contract: If the list of directors submitted as part of its bid changes during the contract, the supplier must inform the Registrar of Ineligibility and Suspension*.

At any time: If there is any charge, conviction or other circumstance relevant to the policy with respect to the bidder/supplier, its affiliates and its first-tier subcontractors inside or outside of Canada; then the bidder/supplier must complete an [Integrity Declaration form](https://www.tpsgc-pwgsc.gc.ca/ci-if/documents/integrity-declaration-form-eng.pdf) (available at: <https://www.tpsgc-pwgsc.gc.ca/ci-if/documents/integrity-declaration-form-eng.pdf>) to the Registrar of Ineligibility and Suspension*.

*The contact information for the Registrar of Ineligibility and Suspension is:

Integrity, Departmental Oversight Branch
Public Services and Procurement Canada
L'Esplanade Laurier, West Tower
300 Laurier Ave. W.
Floor 10, Room 10149
Ottawa, ON K1A 0S5
Canada

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (e) the Bidder must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Work to be performed is detailed under Annex A – Statement of Work.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

[2035 \(2020-05-28\)](#), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b. *Industrial Security Manual* (Latest Edition).

7.3.1 Non-Disclosure Agreement

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

7.3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

- 7.3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

[to be determined at contract award]

- 7.3.2.2 The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Contractor and individuals hold a valid security clearance at the required level for document safeguarding capability.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract will be [three years from contract award].

7.4.2 Option to Extend the Contract

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

b) Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract [will be identified at contract award]

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

7.5.2 Project Authority

The Project Authority for the Contract [will be identified at contract award]

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

7.5.3 Contractor's Representative

The Contractor's representative for the Contract [will be determined at Contract award].

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 Payment

For all terms and conditions related to payment, refer to ANNEX B – TERMS OF PAYMENT

7.8 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - (a) the name, qualifications and experience of the proposed replacement; and
 - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

7.9 Ownership

1. Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
2. However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
3. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.

Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

7.10 Certifications and Additional Information

7.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.11 Applicable Laws

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

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 Articles of Agreement;
- (b) the general conditions [2035 \(2020-05-28\)](#), Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Terms of Payment;
- (e) Annex C, Security Requirements Check List
- (f) the Contractor's bid dated [to be determined at contract award].

7.13 Insurance – No Specific Requirement

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement applies to and forms part of the Contract.

7.14 Liability

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

7.15 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[DisputeResolution](#)".

7.16 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

ANNEX A – STATEMENT OF WORK

1.0 REQUIREMENT

1.1 Title

2020 Contract for the Completion of ACES Determinations

1.2 Objective:

To assist the Aboriginal Consultation and Environmental Services (ACES) unit in determining Infrastructure Canada's (INFC's) Aboriginal Consultation (AC) and Environmental Assessment (EA) obligations for INFC funding programs.

1.3 Background:

INFC's Aboriginal Consultation and Environmental Services team is responsible for completing the Aboriginal Consultation and Environmental Assessment determinations for projects in which a Proponent is seeking INFC funding.

INFC is anticipating a large volume of project submissions from the Provinces and Territories (PTs) in the coming months. Each submission requires that a determination be completed. Each determination establishes INFC's requirements for the Proponent's AC and EA obligations. Once established, a Proponent is responsible for meeting AC and EA requirements in order for funding to be released.

The AC and EA requirements are a legal obligation which INFC must identify, and the Proponent must comply with, in order for INFC to fund a project.

1.4 Tasks:

1. Review of project information
2. Completion of the Aboriginal Consultation and Environmental Analysis Form. This includes the:
 - Completion of Part A: Project Identification
 - Completion of PART B: Summary Matrix - Interactions between Project Specific Changes to the Environment and Aboriginal Rights
 - Completion of Part C: ATRIS Search
 - Completion of Part D: Consultation Decision and Required Activities
 - Completion of Part E: Ongoing Consultation and Involvement of Other Departments
 - Completion of Part F: Conclusion – Comments and Summary of Rationale
 - Completion of Appendix 1 (Project Location) and Appendix 2 (Aboriginal Communities)
3. Once the draft determination is complete, the consultant will submit the completed document along with all supporting images and/or documentation to a specified ACES analyst, who will then review the draft determination. When necessary, the consultant will be required to review feedback from the ACES analyst, make the necessary edits and resubmit the determination once complete.
4. The consultant will be required to correspond with the ACES team. When necessary, the consultant will need to attend meetings to review and discuss current workload, upcoming workload, work issues, etc.

1.5 Scope:

The delivery date of project submissions, from the PTs to the INFC ACES team, is variable and the consultant will need to accommodate for variable work loads and variable start/end dates.

The total number of determinations to be completed by the consultant is not yet known. The ACES team will review all incoming project submissions from the PTs and allocate an amount to the consultant. The consultant will be expected to complete determinations for any, or all, PTs.

The complexity of each determination will vary based on the jurisdiction submitting the project, the project's scope of work, identifying and reviewing Aboriginal Rights within the area, establishing the relationship between project activities and environmental impacts-Aboriginal Rights, etc..

The contractor must accommodate accordingly; for example:

- Atlantic determinations (i.e. NB, NS, PEI, NL) are projected to take approx. 1 to 3 hours to complete;
- Ontario determinations are projected to take approx. 0.5 – 1 day to complete; and,
- British Columbia determinations are projected to take upwards of 3 days to complete (approx.)

Personnel required: one individual is required to complete one determination. Again, the project submission dates from each province/territory will vary. Additionally, the time commitment to complete a determination will vary. The consultant will need to accommodate accordingly.

1.6 Constraints:

- All work must be performed remotely
- The consultant is required to have the applicable software necessary to complete an ACES determination.
- Reviewing training material provided by INFC.
- Reviewing project submissions to determine the complexity and time commitment required to complete each new batch of project submissions.
- Corresponding with INFC to establish time frames for the completion of each new batch of project submissions.
- To allow for flexibility in the event that INFC prioritizes specific projects which must be completed prior to any established deliverable time lines.
- Review of project documentation/associated files: to review and validate all available information in order to describe the project prior to initiating a determination.
- Preparing a determination within the suggested time frame.
- Preparing a project determination in the appropriate language.
- Delivery of the determination with associated documentation and images.
- To note: the consultant must be aware of variable workloads and time commitments. There will be variability in when INFC receives projects from the provinces and territories; the number of projects received; and, the complexity of the project based on scope and location. Depending on the jurisdiction and the level of complexity, each determination can vary in level of effort ranging from a minimum of 1-3 hours, up to a maximum of 3 days. The consultant will need to plan accordingly and notify INFC if delays are expected.
- Approval and review allowing for, and incorporating, feedback. Once the draft determination is complete, the consultant will submit the completed document along with all supporting images and/or documentation to a specified ACES analyst. Suggested edits and feedback must be incorporated and all feedback/lessons learned must be applied to subsequent deliverables.
- Allow for scheduled and unscheduled meetings between ACES representatives and the consultant.
- No special equipment is required; the determination can be completed using a personal computer / tablet. No special software is required; the determination can be completed using Google Earth and mapping tools found on-line.

1.7 Client Support:

INFC will provide training on the following:

- overview of the ACES determination form
- overview of ACES guidance material
- overview of standard language
- overview of applicable mapping tools

INFC will **not** provide the following: equipment or software; office supplies; or office space.

1.8 Deliverables:

The Contractor must complete the following:

1. Review of Project Information: to review and validate all available information in order to describe the project.

This includes (but is not limited to):

- Project business case
- Aboriginal Consultation and Environmental Assessment Smart Form
- Project FICHE
- KML; and/or
- Any additional information provided by the Proponent and/or Province/Territory
- If the consultant determines that there is insufficient information to complete the determination, they are asked to contact the specified ACES analyst to identify next steps.

2. Completion of the Aboriginal Consultation and Environmental Assessment Analysis Form - completion of Parts A through F and Appendix 1 and Appendix 2: based on a review of the available material, synthesize and populate all sections of Part A (Project Identification; Aboriginal Consultation Decision; Federal Environmental Assessment Decision) of the determination form.

PART A - Project Identification: with respect to the 'project description' the consultant will be required to include information on the key components and activities of the project

PART B - Summary Matrix - Interactions between Project Specific Changes to the Environment and Aboriginal Rights: based on a review and synthesis of the available material, the consultant will be required to complete all of 'Part B: Summary Matrix - Interactions between project specific changes to the environment and Aboriginal Rights' to identify the environmental setting of the project and interactions between the environment and potential impacts to Aboriginal Rights (training will be provided)

The following sources of information must be reviewed, and the relevant findings included, (when applicable) within Part B:

- Google Earth (using KML and providing a zoomed-in and zoomed-out image) and Google Street View (when potential impacts are uncertain and used to identify project location)
- Based on project scope and using Google Earth, KML, Street View, etc. the consultant will be required to identify if the project requires the removal of vegetation. When the project necessitates the removal of vegetation the consultant will be required to identify interactions between project activities, the environment and potential impacts to Aboriginal Rights
- Migratory Bird Sanctuaries (MBS) and National Wildlife Areas (NWA) in proximity to the project (using INFC database) must be noted; this includes identifying the distance to the nearest MBS and/or NWA
- Identifying waterbodies in proximity to the project (using TOPORAMA mapping tool). When the project is occurring within a waterbody the consultant will be required identify interactions between project activities, the aquatic environment and potential impacts to Aboriginal Rights
- Wetlands in proximity to the project (using Ducks Unlimited mapping tool) when applicable
- Aquatic Species at Risk (using the ECCC Aquatic SAR mapping tool) when applicable
- Verification if the project is located on federal lands (using the Directory of Federal Real Property) and/or identifying federal properties in proximity (<50m) to the project location
- When applicable, supporting images must be included and referenced.
- Include supporting images for Part A and Part B in Appendix 1
- The consultant will be required to complete the 'Decision from the Summary Matrix' and identify if there are potential interactions between project activities and Aboriginal Rights

PART C - https://sidait-atris.aadnc-aandc.gc.ca/atris_online/

ATRIS Search: the consultant will be required to complete all of 'Part C: ATRIS Search Parameters, Existing and Potential Rights, and Decision from ATRIS Research' (training provided) to establish if Aboriginal and/or Treaty Rights exist within the project area.

Using the provided KML, and the ATRIS Search mapping tool (training provided), the consultant is required to provide the following information: Identify the type of KML provided by the Proponent; Establish and justify a buffer distance (training material will be provided) used in the ATRIS search; Identify and summarize all Indigenous communities found within the buffer (when applicable); and, Identify all Indigenous communities within 50 km from the project location.

- For all Indigenous communities found within the established buffer, the consultant will be required to provide a summary of the Indigenous community (training provided)
- In addition, the consultant will be required to review and summarize the 'ATRIS Search Results' within the 'Existing and Potential Rights' section of Part C (training provided)
- Include reference to all supporting images.

- Include supporting images for Part C in Appendix 2

PART D - Consultation Decision and Required Activities: following the completion of Part B and C, the consultant will be required to complete Part D (training provided).

This includes:

- Identifying all communities found within the project buffer and /or identifying all Treaties, Agreements, Assertions, Claims, Court Cases, etc. identified in the ATRIS search results
- For each aspect (stated above) the consultant will be required to identify if there is a 'Legal Duty to Consult', 'Requirement to Notify' or 'No Duty to Consult'
- For each aspect, the consultant will be required to complete the 'Consultation Decision and Required Activities'.
- Include reference to all supporting images
- Include supporting images for Part D in Appendix 2

PART E - Ongoing Consultation and Involvement of Other Departments: based on the review of project information, the consultant will be required to complete all of Part E: Ongoing Consultation Requirements.

This includes:

- Identifying Other Federal Departments; Identifying Permitting Requirements;
- Identifying Land Owner (training provided). If the consultant determines that there is insufficient information to complete Part E they are asked to contact ACES to identify next steps

PART F - Conclusion - Comments and Summary of Rationale:

- The consultant will be required to identify if there is a 'Legal Duty to Consult', 'Requirement to Notify' or 'No Duty to Consult'
- The consultant will be required to provide a summary of the key findings from Part B and Part D
- The consultant will be required to indicate the construction start date and potential risk of project delay

The Consultant will be required to complete Appendix 1 (Project Location) and Appendix 2 (Aboriginal Communities).

This includes:

- All images referenced throughout the determination
- Each figure must have an associated description and must identify the source and date of access

Other Considerations and Tasks

- Each determination must be provided in the appropriate language (either English or French)
- The consultant must be aware of variable time commitments and will need to plan accordingly in order to meet the deadlines established by INFC. The consultant is expected to notify INFC if delays are anticipated.
- Once the draft determination is complete, the consultant will submit the completed document along with all supporting images and/or documentation to a specified ACES analyst, who will then review the draft determination. When necessary, the consultant will be required to review feedback from the ACES analyst and make the necessary edits and resubmit the determination once complete
- All feedback and lessons learned must be applied to subsequent deliverables
- Meetings (time to be determined) between ACES representatives and the consultant are a requirement

1.9 Travel:

Travel is not a requirement.

1.10 Meeting:

Meetings dates and times are likely to be variable and the Contractor must allow for flexibility in accommodating meeting times. The Contractor should account for approximately 2-3 hours a month for meetings.

1.11 Official Languages:

INFC respects the spirit and the letter of the Official Languages Act. It is imperative that the bidder's team includes individuals who are fluent in both official languages.

It is expected that the determination will be completed in the official language used in the project application. Generally, this would require that all determinations from Quebec are completed in French and that determinations from all other jurisdictions are completed in English (unless otherwise indicated).

It is expected that individual determinations will be completed in the language used within the project application. Generally, this would require that all determinations from Quebec are completed in French and that determinations from all other PTs are completed in English (unless otherwise indicated).

ANNEX B – TERMS OF PAYMENT

1.0 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 Contract if:

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

1.0 Invoicing Instructions

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

Each invoice must be supported by:

a copy of time sheets to support the time claimed;

a copy of the monthly progress report.

Invoices must be distributed as follows:

One (1) copy must be forwarded to the following address for certification and payment.

Chantal Vaillancourt

chantal.vaillancourt2@canada.ca

2.0 Basis of Payment

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

- A. Manager/Senior Level Resource
 - i. Rate for the initial contract period: \$ [Bidder to include in their financial bid]
 - ii. Rate for option year 1: \$ [Bidder to include in their financial bid]
 - iii. Rate for option year 2: \$ [Bidder to include in their financial bid]
 - iv. Rate for option year 3: \$ [Bidder to include in their financial bid]
- B. Optional: Supporting Resource 1
 - i. Rate for the initial contract period: \$ [Bidder to include in their financial bid]
 - ii. Rate for option year 1: \$ [Bidder to include in their financial bid]
 - iii. Rate for option year 2: \$ [Bidder to include in their financial bid]
 - iv. Rate for option year 3: \$ [Bidder to include in their financial bid]
- C. Optional: Supporting Resource 2
 - i. Rate for the initial contract period: \$ [Bidder to include in their financial bid]
 - ii. Rate for option year 1: \$ [Bidder to include in their financial bid]
 - iii. Rate for option year 2: \$ [Bidder to include in their financial bid]
 - iv. Rate for option year 3: \$ [Bidder to include in their financial bid]
- D. Optional: Supporting Resource 3
 - i. Rate for the initial contract period: \$ [Bidder to include in their financial bid]
 - ii. Rate for option year 1: \$ [Bidder to include in their financial bid]

- iii. Rate for option year 2: \$ [Bidder to include in their financial bid]
- iv. Rate for option year 3: \$ [Bidder to include in their financial bid]

[Note to bidders: Items B, C and/or D (above) may be removed depending on the winning bidder's proposed team]

3.1 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ [to be determined at contract award]. 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.

3.2 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument: Direct Deposit (Domestic and International).

3.3 Time Verification

Time charged and the contract price of incidental materials used are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

ANNEX C – SECURITY REQUIREMENTS CHECKLIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	Infrastructure Canada	2. Branch or Directorate / Direction générale ou Direction PO-PI-ACES
3. a) Subcontract Number / Numéro du contrat de sous-traitance		3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
4. Brief Description of Work / Brève description du travail The consultant is being hired to assist in the completion of Aboriginal consultation and environmental assessment determinations for projects seeking funding from INFC.		
5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c.) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c.)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>	Restricted to: / Limité à : <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s) pays :
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET
											A	B	C			
Information / Assets Renseignements / Biens																
Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.


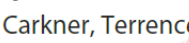

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Chargé de projet de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Julie-Anne Marcoux	Acting Director	 <small>Digitally signed by: Marcoux, JulieAnne DN: CN = Marcoux, JulieAnne C. = CA O = GC OU = INFC-INFC Date: 2020.09.22 11:35:02 -0400</small>	
Telephone No. - N° de téléphone 613-948-9446	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel julie-anne.marcoux@canada.ca	Date JulieAnne
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Terry Carkner	Security Officer	 <small>Digitally signed by Carkner, Terrence Date: 2020.09.15 12:56:15 -04'00'</small>	
Telephone No. - N° de téléphone 613-698-7386	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel terry.carkner@canada.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Rob Labrie	Procurement Officer		
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel robert.labrie@canada.ca	Date 09.23.2020
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

ANNEX D - NON-DISCLOSURE AGREEMENT

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

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:

Signature

Date

ANNEX E – SAMPLE ACES ANALYSIS FORMS

Aboriginal Consultation and Environmental Assessment Analysis

All yellow highlighted text (including this one) is instruction and should be removed before submitting.

PART A: PROJECT IDENTIFICATION	
Project #:	Title:
Program Name:	Project Location:
Applicant Name:	<input type="checkbox"/> Initial review <input type="checkbox"/> Amendment (e.g., due to scope change, etc.)
Project Description:	

EXCLUDED PROJECT
<input type="checkbox"/> Project is excluded from an analysis since no impact to the environment or rights are anticipated.
<p>Complete: the AC and EA Decision below, part F, document the rationale for exclusion, Tier 2 projects complete required mapping</p> <p><u>INFC No DTC List.docx</u> Tier 2 projects complete required mapping: Figure 1: Project location Figure 2: Project location (zoomed out) Figure 3: Federal lands in proximity to the project area. Indicate project location on the map. Figure 4: Migratory Bird Sanctuaries, National Wildlife Areas or Marine Protected Areas (if applicable) Figure 5: Modern Treaty Areas or Consultation Protocols in relation to the project area (ATRIS search using 2 km buffer).</p>

ABORIGINAL CONSULTATION DECISION (Refer to Part F for rationale)	
<input type="checkbox"/> Consultation is required for legal reasons (i.e. legal duty to consult)	
<input type="checkbox"/> Notification is required for other reasons	
<input type="checkbox"/> Consultation and Notification are NOT required	
<input type="checkbox"/> Future analysis and/or legal advice is required	
Report recommended by:	Date
Report approved by:	Date

FEDERAL ENVIRONMENTAL AND/OR IMPACT ASSESSMENT DECISION SECTION		
Is the project, as proposed by the recipient, described in the <i>Physical Activities Regulations</i> under the <i>Impact Assessment Act</i> (IAA) and may require a federal Impact Assessment? (if a project is listed on the <u>Physical Activities Regulations</u> document the relevant section that applies to the project)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If yes, provide details below: If no, but information should still be provided, provide details below:		
Would a federal authority be required to determine whether the carrying out of this project is likely to cause significant adverse environmental effects under section 82 of the <i>Impact Assessment Act</i> relating to federal lands? <i>(If the project can be excluded under section 88(1) of the IAA the applicable sections in the <u>Designated Classes of Projects Ministerial Order</u> should be noted. If the project can't be excluded under Section 88 of the IAA or under Section 91¹, INFC will be required to make a determination under Section 82 of the IAA.)</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is this project subject to other environmental assessments with federal responsibility? <input type="checkbox"/> Northern regime. Details: <input type="checkbox"/> Environmental assessment process under a modern treaty. Details:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Report recommended by:	Date	
Report approved by:	Date	

¹ Section 91 under the IAA identifies emergency circumstances under which an authority can proceed with a project on federal lands or outside of Canada without making an environmental effects determination. <https://laws-lois.justice.gc.ca/eng/acts/I-2.75/>

Part B: Summary Matrix - Interactions between project specific changes to the environment and Aboriginal Rights

	Yes	No	Potential interaction between project activities and Aboriginal Rights					Describe interactions identified, details of potential impact(s) and how the potential rights may be affected Or describe why there is no interaction even if “yes” was answered.
			FISHING	HUNTING	TRAPPING	HARVESTING	OTHER (Cultural, Ceremonial)	
Water								
Does the project involve works or activities on, under, over, through or across a water body such as a wetland, stream or lake?								
Can the work proposed have upstream or downstream impacts on any hydrologically connected water bodies (i.e. wetlands, streams, rivers, lakes, etc.)?								
Land Use								
Does the project involve deforestation or clearing of vegetation and will be occurring on land that has yet to be developed/ disturbed (i.e. forest, wetland, fallow field, etc.)?								
Will any project component(s) cause an expansion of the existing project footprint?								
Other								
Are there any relevant project activities that might affect other aspects of the environment or the interests of Aboriginal groups?								

Decision from Summary Matrix: Could the project result in adverse impacts to Aboriginal rights?

No **Potential impacts are unlikely. *ATRIS Research to be limited to verifying if the project may be of interest² to Indigenous groups.***

² A project may be of interest if the following factors apply:

- Project is located within proximity (i.e. within 2 km) to an Indigenous community or reserve;
- Project is located in an area where there is an Indigenous consultation protocol in place;

Yes

Potential adverse impacts on Aboriginal rights.

-
- Project has an Indigenous component (e.g. display of Indigenous culture in a museum we are funding);
 - Project involves land use changes that may impact an Indigenous community's traditional way of life (i.e. widening a road through a main thoroughfare or activity that may uncover archeological deposits);
 - Project is located in an area where traditional Indigenous activities are currently being practiced; and
 - The proponent has or is in the process of consulting indigenous groups.

PART C: ATRIS Research

ATRIS Search Parameters – Results of Comprehensive ATRIS Search (refer to Figure X)

Shape:
Environmental Impact Boundary³: For water treatment projects, it is advisable to review the map of long-term drinking water advisories⁴ and flag any Indigenous communities with boil water advisories in the vicinity of the project (e.g., up to 15 km away in a rural area). This information should be communicated to the analyst and noted in the Project Fiche.

Number of Indigenous communities found within the established environmental impact boundary:

Existing and Potential Rights

Treaties and agreements, Claims and Assertions (Figure 6):

Court Cases and Decisions (refer to figure 7):

Decision from ATRIS Research: Do potential or established Section 35 rights exist in the project area?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unlikely
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PART D: Consultation Decision and Required Activities⁵

Communities identified from ATRIS Research (Part C)	Analysis (Based on Part B & C)			Consultation Decision and Required Activities
	The Project has the potential to adversely impact this community's established or asserted Aboriginal/Treaty rights.	The Project does <u>not</u> have the potential to adversely impact this community's established or asserted Aboriginal/Treaty rights, but may be of interest.	The Project does <u>not</u> have the potential to impact this community's established or asserted Aboriginal/Treaty rights, and is unlikely to be of interest.	

³ Please refer to the following link to determine a suitable environmental impact boundary: <https://gcdocs.gc.ca/infoc/llisapi.dll/app/nodes/9792118>

⁴ ISC Long-term Drinking Water Advisories: <https://www.sac-isc.gc.ca/eng/1506514143353/1533317130660>

⁵ Please refer to the matrix in the following link to determine the engagement and/or consultation requirements (or lack of) for the project: <https://gcdocs.gc.ca/infoc/llisapi.dll/app/nodes/11645087>

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PART E: Ongoing Consultation and Involvement of Other Departments
Note: Will help INFC identify potential consultation leads

Has the province/territory determined consultations are required? Yes No Unknown
 If available, include justification provided by P/T:

Is consultation already underway for this project or has consultation already been completed? Yes No
 Details:

Other federal department who may be involved

- Fisheries and Oceans Canada** (e.g., *Fisheries Act*) (e.g., *Navigable Waters Act*)
- Transport Canada** (e.g., *Explosives Act*)
- Natural Resources Canada** (e.g., *Species at Risk Act*, *Migratory Birds Convention Act*, *Environmental Protection Act*)
- Environment Canada** (e.g., *Impact Assessment Agency of Canada*, *Parks Canada Agency*, *Health Canada*, etc.)
- Other** (identify below)

Details:

Provincial / Territorial Permits (i.e. provincial EA's etc.)

Land Owner

Is the project occurring on federal land? Yes No

Is the project occurring on provincial/territorial land? Yes No

Potential Consultation Lead

PART F: Conclusion – Comments and summary of rationale

APPENDIX 1 - PROJECT LOCATION

Figure 1: Project location

Source:

Figure 2: Project location (zoomed out)

Source: Google Earth

Figure 3: Migratory Bird Sanctuaries and National Wildlife Areas (*if applicable*)

Source: Environment Canada

Figure 4: Federal lands in proximity to the project area.

Source: Treasury Board Secretariat

Figure 5: Modern Treaty Areas or Consultation Protocols in relation to the project area (ATRIS search using 2 km buffer).

Source: ATRIS

APPENDIX 2 – ABORIGINAL COMMUNITIES

Figure 6: Initial ATRIS search results using a XX km buffer around the project area.

Source: ATRIS

Figure 7: xx communities and reserves found with ATRIS, within a xx (i.e. 20 km) buffer or within xx (i.e. 20) km from the project area.

Source: ATRIS

Figure 8: Treaties and agreements, Claims and Assertions in proximity to the project site (i.e. orange circle).

Source : ATRIS

Figure 9: Court cases and Decisions in proximity to the project site.

Source : ATRIS

Figure 10: Traditional territory map (if applicable)

Source : xxx

PARTIE A : IDENTIFICATION DU PROJET	
N° du projet :	Titre :
Nom du programme :	Emplacement du projet :
Nom du demandeur :	<input type="checkbox"/> Analyse initiale <input type="checkbox"/> Modification (p. ex., changement à la portée du projet, etc.)
Description du projet :	

PROJET EXCLU
<input type="checkbox"/> Le projet est exclu d'une analyse car aucun impact sur l'environnement ou les droits n'est anticipé.
<p>Complet: la décision de l'AC et de l'EE ci-dessous, partie F, documenter la justification de l'exclusion, les projets de niveau 2 compléter la cartographie requise <i>INFC No DTC List</i> Les projets de niveau 2 complètent la cartographie requise: Figure 1: Emplacement du projet Figure 2: Emplacement du projet (zoom arrière) Figure 3: Terres fédérales à proximité de la zone du projet. Indiquez l'emplacement du projet sur la carte. Figure 4: Refuge d'oiseaux migrateurs, réserves nationales de faune ou aires marines protégées (le cas échéant) Figure 5: Zones de traités modernes ou protocoles de consultation en relation avec la zone du projet (recherche ATRIS utilisant une zone tampon de 2 km).</p>

DÉCISION SUR LA CONSULTATION AUPRÈS DES AUTOCHTONES (voir la partie F pour la justification)	
<input type="checkbox"/> La consultation est nécessaire pour des raisons juridiques (c.-à-d. l'obligation juridique de consulter)	
<input type="checkbox"/> Un avis est requis pour d'autres raisons.	
<input type="checkbox"/> Une consultation et un avis ne sont PAS requis	
<input type="checkbox"/> Une analyse future et/ou un avis juridique sont requis	
Rapport recommandé par :	Date
Rapport approuvé par :	Date

SECTION SUR LE DÉCISION DU GOUVERNEMENT FÉDÉRAL EN MATIÈRE D'ÉVALUATION ENVIRONNEMENTALE ET/OU D'ÉVALUATION D'IMPACT		
Le projet, tel que proposé par le bénéficiaire, est-il décrit dans le <i>Règlement sur les activités concrètes</i> en vertu de la <i>Loi sur l'évaluation d'impact</i> (LEI) et peut-il nécessiter une évaluation fédérale d'évaluation d'impacts? Si oui, veuillez fournir les détails ci-dessous : Si non, mais que l'information doit toujours être fournie, veuillez fournir les détails ci-dessous :	Oui <input type="checkbox"/>	No <input type="checkbox"/>

Est-ce qu'une autorité fédérale pourrait avoir l'obligation de déterminer si la réalisation du projet est susceptible d'entraîner des effets environnementaux négatifs importants en vertu de l'article 82 de la <i>Loi sur l'évaluation d'impact</i> en ce qui concerne le territoire domanial?	Oui <input type="checkbox"/>	No <input type="checkbox"/>
Est-ce que le projet est sujet à une évaluation environnementale sous un autre régime relevant de la responsabilité du gouvernement fédéral? <input type="checkbox"/> Régime nordique. Détails : <input type="checkbox"/> Processus d'évaluation environnementale en vertu d'un traité moderne. Détails :	Oui <input type="checkbox"/>	No <input type="checkbox"/>
Rapport recommandé par :	Date	
Rapport approuvé par :	Date	

Partie B : Matrice sommaire – Interactions entre les changements apportés propres au projet à l’environnement et aux droits ancestraux

	Oui	Non	Interactions potentielles entre les activités du projet et les droits autochtones					Décrire les interactions identifiées, les détails des impacts potentiels ainsi que la façon dont les droits potentiels peuvent être affectés OU décrire pourquoi il n’y a pas d’interaction, même si on a répondu « oui ».
			PÊCHE	CHASSE	PIÉGEAGE	RÉCOLTE	AUTRE (culturel, cérémonial)	
Eau								
Le projet comporte-t-il des travaux ou activités en dessous, au-dessus ou à travers un plan d’eau tel qu’une zone humide, un ruisseau ou un lac?								
Les travaux proposés peuvent-ils avoir des répercussions en amont ou en aval sur des plans d’eau reliés sur le plan hydrologique (c.-à-d. terres humides, courants, rivières, lacs, etc.)?								
Utilisation des terres								
Le projet implique-t-il la déforestation ou le défrichement de la végétation et se produira-t-il sur des terres qui n’ont pas encore été aménagées ou perturbées (c.-à-d. forêt, terres humides, champs en jachère, etc.)?								
Est-ce qu’une ou plusieurs composantes du projet entraîneront une expansion de l’empreinte du projet existant?								
Autre								
Est-ce que d’autres activités liées au projet pourraient avoir une influence sur d’autres aspects de l’environnement intéressants pour les groupes autochtones?								

Décision tirée de la matrice sommaire : Le projet pourrait-il avoir des répercussions négatives sur les droits ancestraux?

Non Il est improbable qu’il y ait des impacts potentiels.

Oui Effets préjudiciables éventuels sur les droits ancestraux

PARTIE C : Recherche sur le SIDAIT

Paramètres de recherche sur le SIDAIT – Résultats de la recherche exhaustive sur le SIDAIT (voir la figure X)

Marque de signalisation :

Limite des impacts environnementaux :

Nombre de collectivités autochtones se trouvant à l'intérieur des limites des impacts environnementaux établies :

Droits existants et potentiels

Traités et accords, revendications et assertions (Figure 6) :

Causes et décisions des tribunaux (voir figure 7) :

Décision provenant de la recherche sur le SIDAIT : Existe-t-il dans la zone du projet des droits potentiels ou établis en vertu de l'article 35?

Oui

Non

Peu probable

PARTIE D : Décision de consultation et activités requises				
Collectivités désignées à partir de la recherche sur le SIDAIT (partie C)	Analyse (fondée sur les parties B et C)			Décision de consultation et activités requises
	Le projet a le potentiel d'avoir une incidence négative sur les droits ancestraux ou issus de traités établis ou revendiqués de cette collectivité.	Le projet n'a <u>pas</u> le potentiel d'avoir une incidence négative sur les droits ancestraux ou issus de traités établis ou revendiqués de cette collectivité, mais il peut présenter un intérêt.	Le projet n'a <u>pas</u> le potentiel d'avoir une incidence sur les droits ancestraux ou issus de traités établis ou revendiqués de cette collectivité, et il est peu probable qu'il présente un intérêt.	

PARTIE E : Consultation continue et implication des autres ministères	
<i>Remarque : Cela aidera INFC à identifier les responsables éventuels des consultations.</i>	
Est-ce que la province/territoire a déterminé que des consultations sont requises? Oui <input type="checkbox"/> Non <input type="checkbox"/> Ne sais pas <input type="checkbox"/> Si disponible, inclure la justification fournie par la province ou le territoire :	
Est-ce que des consultations sont en cours ou ont déjà été effectuées pour ce projet? Oui <input type="checkbox"/> <input type="checkbox"/> Non <input type="checkbox"/> Détails :	
Autres ministères fédéraux qui pourraient être impliqués	
<input type="checkbox"/> Pêches et Océans Canada	(p. ex., <i>Loi sur les pêches</i>)
<input type="checkbox"/> Transports Canada	(p. ex., <i>Loi sur la protection des eaux navigables</i>)
<input type="checkbox"/> Ressources naturelles Canada	(p. ex., <i>Loi sur les espèces en péril, Loi sur la Convention concernant les oiseaux migrateurs,</i>

<input type="checkbox"/> Environnement Canada	<i>Loi sur la protection de l'environnement)</i>
<input type="checkbox"/> Autre (préciser ci-dessous)	<i>(p. ex., Agence d'évaluation d'impact du Canada, Parcs Canada, Santé Canada, etc.)</i>
Détails :	
Permis provinciaux et territoriaux (évaluations environnementales provinciales, etc.)	
Propriétaire foncier	
Le projet sera-t-il mis en place sur des terres fédérales? <input type="checkbox"/> Oui <input type="checkbox"/> Non	
Le projet sera-t-il mis en place sur des terres provinciales ou territoriales? <input type="checkbox"/> Oui <input type="checkbox"/> Non	
Responsable potentiel de la consultation	
PARTIE F : Conclusion – Commentaires et résumé de la justification	

ANNEXE 1 – EMPLACEMENT DU PROJET

Figure 3 : Emplacement du projet

Source :

Figure 4 : Emplacement du projet (zoom arrière)

Source : Google Earth

Figure 3 : Refuges d'oiseaux migrateurs et réserves nationales de faune

Source : Environnement Canada

Figure 4 : Territoire domaniaux à proximité de la zone du projet.

Source : Secrétariat du Conseil du Trésor

Figure 5: Zones de traités modernes ou protocoles de consultation en relation avec la zone du projet (recherche SIDAIT utilisant une zone tampon de 2 km).

Source: SIDAIT

ANNEXE 2 – COLLECTIVITÉS AUTOCHTONES

Figure 6 : Résultats initiaux de recherche dans le SIDAIT avec une zone tampon de XX kilomètres autour de la zone du projet.

Source : SIDAIT

Figure 7: xx collectivités et réserves trouvées dans le SIDAIT, avec une zone tampon de xx (20 kilomètres) ou dans un rayon de xx (20 kilomètres) de la zone du projet.

Source : SIDAIT

Figure 8 : Traités et accords, revendications et assertions à proximité du site du projet (cercle orange).

Source : SIDAIT

Figure 9: Causes et décisions des tribunaux à proximité du site du projet.

Source : SIDAIT