



Indigenous and  
Northern Affairs Canada

Affaires autochtones  
et du Nord Canada

**REQUEST FOR STANDING OFFER**

Page 1 of

**Bid Receiving:**

aadnc.soumissionbid.aandc@canada.ca

**REQUEST FOR STANDING OFFERS**

**Proposal to DIAND:**

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

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

<b>Title</b> Environmental services	
<b>Solicitation Number</b> 1000227016	
<b>Date (YYYYMMDD)</b> 2021-06-23	
<b>Solicitation Closes</b> At 2:00 PM	<b>Time Zone</b>  Eastern Daylight Time (EDT)
<b>On (YYYYMMDD)</b> 2021-07-23	
<b>Standing Offer Authority</b>	
Name Jean Damascene Gasake	
Telephone Number (873) 354-5730	
Facsimile Number	
Email Address jeandamascene.gasake@canada.ca	
Destination(s) of Services Ontario Region	
Security <b>THIS REQUEST DOES NOT INCLUDE SECURITY PROVISIONS</b>	
<b>Instructions:</b> See Herein	
<b>Delivery Required:</b> See Herein	
<b>Person Authorized to sign on behalf of Vendor</b>	
Name	
Title	

---

<b>PART 1 - GENERAL INFORMATION</b> .....	<b>4</b>
1.1 INTRODUCTION.....	4
1.2 SUMMARY.....	4
1.3 SECURITY REQUIREMENTS.....	5
1.4 DEBRIEFINGS.....	6
<b>PART 2 - OFFEROR INSTRUCTIONS</b> .....	<b>7</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	7
2.2 SUBMISSION OF OFFERS.....	7
2.3 FORMER PUBLIC SERVANT.....	7
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....	9
2.5 APPLICABLE LAWS.....	9
2.6 BID CHALLENGE AND RECOURSE MECHANISMS.....	10
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS</b> .....	<b>11</b>
3.1 OFFER PREPARATION INSTRUCTIONS.....	11
ATTACHMENT 1 TO PART 3 – PRICE SCHEDULE.....	13
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b> .....	<b>14</b>
4.1 EVALUATION PROCEDURES.....	14
4.2 BASIS OF SELECTION.....	14
<b>ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA</b> .....	<b>17</b>
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION.....	25
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....	25
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....	25
<b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS</b> .....	<b>27</b>
6.1 SECURITY REQUIREMENTS.....	27
6.2 FINANCIAL CAPABILITY.....	27
6.3 INSURANCE REQUIREMENTS.....	27
<b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES</b> .....	<b>28</b>
<b>A. STANDING OFFER (SO)</b> .....	<b>28</b>
7.1 OFFER.....	28
7.2 SECURITY REQUIREMENTS.....	28
7.3 STANDARD CLAUSES AND CONDITIONS.....	28
7.4 TERM OF STANDING OFFER.....	29
7.5 AUTHORITIES.....	29
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	30
7.7 IDENTIFIED USERS.....	30
7.8 NUMBERS OF STANDING OFFERS.....	30
7.9 CALL-UP ALLOCATION AND PROCEDURES.....	30
7.10 CALL-UP INSTRUMENT.....	31
7.11 LIMITATION OF CALL-UPS.....	31
7.12 FINANCIAL LIMITATION.....	31
7.13 PRIORITY OF DOCUMENTS.....	32
7.14 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	32
7.15 APPLICABLE LAWS.....	33
<b>B. RESULTING CONTRACT CLAUSES</b> .....	<b>34</b>
7.1 STATEMENT OF WORK.....	34
7.2 STANDARD CLAUSES AND CONDITIONS.....	34
7.3 TERM OF CONTRACT.....	34
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	34

7.5	PAYMENT .....	34
7.6	INVOICING INSTRUCTIONS .....	36
7.7	INSURANCE REQUIREMENTS .....	36
7.8	OFFICIAL LANGUAGES .....	37
7.9	JOINT VENTURE .....	37
7.10	SACC MANUAL CLAUSES .....	38
<b>ANNEX "A" - STATEMENT OF WORK.....</b>		<b>39</b>
<b>ANNEX "B" – BASIS OF PAYMENT .....</b>		<b>51</b>
<b>(TB INSERTED AT ISSUANCE OF STANDING OFFER).....</b>		<b>51</b>
<b>ANNEX "C" – SECURITY REQUIREMENTS CHECK LIST (SRCL).....</b>		<b>52</b>
<b>ANNEX "D" – ADDITIONAL TASK GUIDELINES .....</b>		<b>55</b>
<b>ANNEX "E" – REPORT SPECIFICATIONS.....</b>		<b>59</b>
<b>ANNEX "F" – OFFER SUBMISSION FORM.....</b>		<b>61</b>
<b>ANNEX "G": INSURANCE REQUIREMENT .....</b>		<b>63</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

**Part 2 Offeror Instructions:** provides the instructions applicable to the clauses and conditions of the RFSO;

**Part 3 Offer Preparation Instructions:** provides Offerors with instructions on how to prepare their Offer to address the evaluation criteria specified;

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

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

**Part 6 Security, Financial and Insurance Requirements:** includes specific requirements that must be addressed by Offerors; and

**Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:**

7A, includes the Standing Offer containing the Offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any Contract resulting from a Call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work (SOW), the Basis of Payment, the Security Requirements Checklist (SRCL), additional Task Guidelines, the Report Specifications, the Offer Submission Form, and Insurance Requirement.

### **1.2 Summary**

**1.2.1** This Request for Standing Offers (RFSO) is being issued for Indigenous Services Canada's (ISC)- Ontario Region to require the services of environmental due diligence support in meeting the departmental operational mandate.

**1.2.2** It is intended to result in the award of up to **three (3) Standing Offers (SOs), each of which has one (1) three-year period, plus two (2) irrevocable option one-year periods** allowing Canada to extend the term of each resulting SO.

- 1.2.3** As per the Integrity Provisions under section 01 of Standard Instructions 2006 and 2007, Offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to Section 4.21 of the Supply Manual for additional information on the Integrity Provisions.
- 1.2.4** For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of this solicitation, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.
- 1.2.5** The requirement is subject to the provisions of the Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement (CCOFTA), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement (CHFTA), Canada-Korea Free Trade Agreement (CKFTA), Canada-Panama Free Trade Agreement (CPAFTA), Canada-Peru Free Trade Agreement (CPFTA), Canada-Ukraine Free Trade Agreement (CUFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP), and the Canadian Free Trade Agreement (CFTA).
- 1.2.6** The resulting Standing Offers (SOs) are NOT to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA).
- 1.2.7** The Resource Categories described below are required on an as and when requested basis.

Resource Category	Number of Resources Required
Senior Project Personnel	2
Senior Field Technician	2
Project Personnel	2

### 1.3 Security Requirements

There is no security requirement associated with the requirement of this solicitation. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Offerors 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.

## **1.4 Debriefings**

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by Indigenous Services Canada (ISC);
- b) Section 05, Subsection 4 is amended as follows and renumbered accordingly:

**Delete:** 60 days

**Insert:** 180 days

### 2.2 Submission of Offers

**2.2.1** Offers (and any amendments thereto) must be received by ISC **at the email address identified, by the date and time on the cover page of the solicitation**. Offers must not be sent directly to the Standing Offer Authority or Project Authority. Canada will not be responsible for offers delivered to a different address. Offers sent directly to the Standing Offer Authority or the Project Authority will not be considered.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Offerors must provide the information required below before Contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the Offer non-responsive.

## a. Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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.

## b. Former Public Servant in Receipt of a Pension

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

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

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

## c. Work Force Adjustment Directive



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

If so, the Offeror must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

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

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors 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) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Offer Preparation Instructions**

Canada requests that the Offerors submit their offer by email in separate attachments as follows:

Section I: Technical Offer	(1 electronic copy, PDF format)
Section II: Financial Offer	(1 electronic copy, PDF format)
Section III: Certifications	(1 electronic copy, PDF format)

The total size of the email, including all attachments, must not exceed 10 megabytes (MB). It is solely the Offeror's responsibility to ensure that the total size of the email does not exceed this limit.

**Prices must appear in the financial offer (Price Schedule) only. No prices must be indicated in any other section of the offer.**

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

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

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

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

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

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

Offerors must submit their financial offer in accordance with the Financial Submission Form in Attachment 1 to Part 3.

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

Direct Deposit (Domestic and International) is encouraged to be accepted for payment of invoices, however, acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 Exchange Rate Fluctuation**

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

### **Section III: Certifications**

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

**ATTACHMENT 1 to PART 3 – PRICE SCHEDULE**

Offerors submitting a Offer **MUST** complete the following table by filling all per-hour rates (applicable taxes are extra) based on a 7.5-hour day.

Offerors **MUST** provide a fixed all-inclusive hourly rate (\$CAD) for all Personnel Categories. **Each Category is required to be at the same rate for all proposed resources.** The fixed all-inclusive hourly rate must be inclusive of all payroll, overhead costs, administration (e.g. internal business services, invoicing, reporting, and other ancillary services to administer the SOs and any Call-ups, etc.) disbursements, and any other costs required for the Offeror to complete the work under any resultant Call-up of any awarded Standing Offer Agreement. **The fixed all-inclusive hourly rates must not be quoted as a range.**

Note: Field disbursements (e.g., laboratory analysis, travel and accommodation, equipment rentals for sampling, surveying, field screening, and health and safety protection, etc.) are to be excluded from the all-inclusive hourly rate above. It will be identified during each Call-up and approved by the Project Team prior to conducting any field work. Both fixed all-inclusive and field disbursement hourly rate are not to be quoted as a range. The fixed all-inclusive hourly rates must not be quoted as a range.

ISC reserves the right to correct mathematical errors in the calculation of the average hourly rate (column D) and the total average hourly rate (cell E). In the event of any mathematical errors in column D or cell E, the values entered in columns A, B, C (the offered hourly rates) will prevail.

Initial Period: Standing Offer Award to June 30, 2024 inclusive

Option Year 1: July 1, 2024 to June 30, 2025 inclusive

Option Year 2: July 1, 2025 to June 30, 2026 inclusive

<b>Personnel Category</b>	<b>Per-hour Rate (Initial Period) (A)</b>	<b>Per-hour Rate (Option Year 1) (B)</b>	<b>Per-hour Rate (Option Year 2) (C)</b>	<b>Average Per-hour Rate (D) = [(A+B+C)/3]</b>
P1. Senior Project Personnel				
P2. Senior Field Technician				
P3. Project Personnel				
<b>Overall Average Per-hour Rate (E)</b> E = (Sum of Column D in P1, P2 + 50% x Sum of Column in P3) / 3				

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers (RFSO) including the technical and financial evaluation criteria.
- b) An evaluation team composed of representatives of ISC will evaluate the offers.
- c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a standing offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a standing offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

#### **4.1.1 Technical Evaluation Format**

##### **4.1.1.1 *Mandatory Technical Criteria***

Refer to Attachment 1 to Part 4

##### **4.1.1.2 *Rated Technical Criteria***

Refer to Attachment 1 to Part 4

#### **4.1.2 Financial Evaluation**

**SACC Manual Clause M0220T** (2016-01-28), Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 Highest Combined Rating of Technical Merit 85% and Price 15%**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. Achieve **60%** of the points available for each of the criteria R1 to R5, and obtain the required minimum of 70% points overall for the technical evaluation

criteria which are subject to point rating.  
The rating is performed on a scale of 226 points.

2. Bids not meeting "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 85 % for the technical merit and 15 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 85 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 15 %.

For evaluation purposes, the proposed all-inclusive hourly rates for the initial SO period and option years will be averaged to derive to an Average Per-Hour Rate. **Applicable taxes are excluded.**

6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 85/15 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest Average Per-Hour Rate \$45.00 (45).

<b>Basis of Selection - Highest Combined Rating Technical Merit (85%) and Price (15%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		115/135	89/135	92/135
<b>Bid Evaluated Price</b>		\$55.00	\$50.00	\$45.00
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 85 = 72.40	89/135 x 85 = 56.04	92/135 x 85 = 57.92
	<b>Pricing Score</b>	45/55 x 15 = 12.27	45/50 x 15 = 13.50	45/45 x 15 = 15
<b>Combined Rating</b>		84.67	69.54	72.92

Overall Rating	1st	3rd	2nd
----------------	-----	-----	-----

Where two or more Offers achieve the identical Total Score, the Offer with the highest Weighted Technical Score will precede.

#### 4.3 Standing Offer Value Allocation

The offers with the highest three (3) Total Scores will be recommended for award of SOs, based on the following value allocation rules for the Initial Period: **Standing Offer Award to June 30, 2024 inclusive**. The following values include professional fees, travel and living expenses, and other direct expenses. Applicable taxes to the professional fees are extra.

Highest Ranked Offeror	\$342,000.00 (38%)
Second Highest Ranked Offeror	\$306,000.00 (34%)
Third Highest Ranked Offeror	\$252,000.00 (28%)

When there are only two (2) responsive offers, they will be evaluated to determine which is the highest ranked offeror and the second highest ranked offeror.

Highest Ranked Offeror	\$495,000.00 (55%)
Second Highest Ranked Offeror	\$405,000.00 (45%)

Where there is only one (1) responsive Offer, this Offeror will be deemed as the highest ranked Offeror.

Highest Ranked Offeror	\$900,000.00 (100%)
------------------------	---------------------

For each of the two option years, each Offeror's annual value will be one-third (1/3) of above individual value.



## ATTACHMENT 1 to PART 4 – TECHNICAL EVALUATION CRITERIA

### MANDATORY TECHNICAL CRITERIA

An Offer **MUST** meet all of the Mandatory Requirements in order for the Offer to be considered for further evaluation. Failure on the part of the Offer to meet any one (1) of the Mandatory Requirements will result in the Offer being deemed non-compliant, with the Offer being given no further consideration.

**Each evaluated resource MUST** meet all mandatory requirements, otherwise the Offer will be deemed non-compliant.

**M1** The Offeror **MUST** hold an active company membership with the Professional Geoscientists Ontario (PGO) or Professional Engineers Ontario (PEO).

**M2** An Offer **MUST** include two (2) detailed curriculum vitae (CVs) for each of the three (3) Personnel Categories (see the table below). Each of the CVs **MUST** include chronological work experience (indicated in years/months) as well as a detailed listing of the educational credentials for each proposed resource. Requirements of qualifications for these proposed personnel are as follow:

Personnel Category	Minimum years of relevant experience *	Accreditations
<b>Senior Project Personnel †</b>	Ten (10) years within the last 15 years	Professional Geoscientists Ontario (PGO) or Professional Engineers Ontario (PEO) – Valid membership in “good standing”
<b>Senior Field Technician</b>	Five (5) years	Ontario Association of Certified Engineering Technicians and Technologists (C.E.T)
<b>Project Personnel ‡</b>	Two (2) years	Professional Geoscientists Ontario (PGO) or Professional Engineers Ontario (PEO) – Valid membership in “good standing” or “In-Training” status

\* *Relevant experiences to complete tasks and provide services outlined in the Statement Of Work; manage and work with multidisciplinary teams, various levels of government, and with First Nations communities.*

*† Senior Project Personnel will take a leadership role when completing Tasks listed on the Statement of Work. A Senior Project Personnel can be a Senior Environmental Consultant or a Project Manager*

*‡ Project Personnel will take an assistant role to the Senior Project Personnel when completing Tasks listed on the Statement of Work. A Project Personnel can be a Intermediate Project Manager, Environmental Scientist, and Analyst.*

**M3** An Offer **MUST** provide project summaries (1 page each project summary) for each of the following four (4) categories of work, describing in detail the Offeror's previous experiences in successfully providing similar services within the past five (5) years as outlined in the Statement of Work (SOW):

- (1) Environmental Site Assessment Phase I involving First Nations engagement;
- (2) Environmental Site Assessment Phase II and/or III involving First Nations engagement
- (3) Sampling Programs and Risk Assessment on Federal Lands;
- (4) Risk Management and Remediation Planning on Federal Lands;

Each proposed Senior Project Personnel that responds to the Mandatory Requirement - M2, **MUST** have taken the lead in a minimum of one (1) of the above project summaries.

For an Offer whose specific summaries were performed by sub-Contractor(s), the project summaries provided **MUST** be the projects undertaken/services provided by the Offeror who was the prime Contractor.

Within each project summary provided, it **MUST** include:

- The name of the client organization including a contact name and telephone number;
- The dates / duration of the project;
- The dollar value of the project (to the client);
- The scope and nature of the services provided, together with a description of the client's requirement;
- The level / types of services / Offeror's resources provided to the client during the project period;
- The success of the project, and achievements with proof document;
- The method of service delivery; and

**M4** An Offeror **MUST** submit with their Offer, a letter from an acceptable Insurance company with their commitment to issue a policy in accordance with the requirements of Annex "G", Insurance Conditions.

## 1. Format

To assist the Evaluation Team in considering the Offers, one (1) electronic copy is requested in response to the Statement of Work. Offers are requested to conform **exactly** to the following section headings and requirements. Failure to conform will impair the Offer review process and will lead to deduction in the evaluation score (Refer to Section 3, Rated Requirements).

- A **Letter of Transmittal** signed by an authorized officer;
- A **Table of Contents** with corresponding page numbers;
- An **"Introduction"** demonstrating understanding of the project goals and objectives and the technical aspects of the scope of work and giving a description of your organization's relevant experience, comments on the proposed scope of work, and the overall approach to the work, including quality control and assurance measures implemented by your organization;
- A section titled **"Team Approach and Management"** which will include a description of the Offeror submitting an Offer with the intent to describe Team Approach and Management of Services, including organizational chart of resources, skills and knowledge to completing the tasks identified in the SOW;
- A section titled **"Technical Personnel Qualifications and Experience"** which will identify assigned Personnel Category (i.e., Senior Project Personnel, Senior Field Technician and Project Personnel) and any sub-consultants along with their qualifications, registration and their added value to the work. More specifically this section should include a description of the capability, capacity and expertise of the team to complete Tasks listed in the SOW;
  - This section must not include, make reference to, or disclose daily/hourly rates for any member of the project team;
  - Please provide two (2) detailed curriculum vitae (CVs) for each of the three (3) Personnel Categories (i.e., Senior Project Personnel, Senior Field Technician and Project Personnel) – in total six (6) CVs – as outlined in the Mandatory Requirements - M2.

**Note:** The Offeror is encouraged to submit CVs for more than two (2) candidates for each Personnel Category. For the purpose of Offer evaluation, ISC will only evaluate two (2) candidates with the highest number of years of relevant experiences. Additional candidates and their technical qualifications may be evaluated later and considered when selecting a successful Offeror for a Call-up.
- A section titled **"Firm's Experience and Expertise"** which will include the minimum mandatory requirements as outlined in the Mandatory Requirements - M3. This section must also indicate the range and depth of the organization's practice and experience, including design success (e.g. prizes and commendations) that is relevant to Tasks outlined in the SOW. Documentary proof of the firm's claimed achievements must be included. Otherwise, the claimed achievements will not be counted;
- A section titled **"Indigenous Consideration"** must outline how your organization has worked with local First Nations and a description of their involvement in the providing or delivering services similar to the tasks identified in the SOW;
- A **"Sub-contractor"** section where applicable. If the Consultant is employing a sub-contractor, a copy of the sub-contractor's proposal to perform their portion of the work. Proof of sub-contractor registration and professional insurance is to be provided with the Offer.
- An section titled **"Appendix"** that will contain copies of the of the mandatory requirements and any other documentation relevant to the Offer;

- A **Letter from an acceptable Insurance Company** which indicates their commitment to issue a policy in accordance with the requirements of Appendix "**Error! Reference source not found.**", Insurance Conditions.

## POINT-RATED TECHNICAL CRITERIA

Offers meeting all mandatory technical criteria will be evaluated and point rated against the following point rated technical criteria, using the evaluation factors and weighting indicators specified for each criterion. Offers which fail to obtain the required minimum number of points specified in the table below will be declared non-responsive.

R#	Point-Rated Requirements	Full pt. (φ)
<b>R1</b>	<b>Proposal Completeness and Proper Format</b>	
1.1	<i>Organization of proposal</i> Proposal is well structured, logical and easy to use; <b>(1 pt.)</b> Grammar, flow and overall clarity. <b>(1 pt.)</b>	2.00
1.2	<i>Format of proposal</i> Proposal includes all ten components listed in the Clause 4.5.1 of the Technical Evaluation. <b>(5 pt., Deduct 0.5 pt. for each missing component / incomplete component).</b>	5.00
	<b>Total Points for Criteria # R1:</b>	<b>7.00</b>
<b>R2</b>	<b>Team Approach and Management</b>	
2.1	<i>Proposed technical methodologies</i> The proposed methodologies for the five (5) Tasks listed on the SOW: <b>(2 pt. for each criteria below, total 6 pt. for each proposed methodology, equiv. to total 30 pt. for all five (5) methodologies)</b> - Demonstrates an understanding of the project goals, objectives and the technical aspects of the project; - Indicates wise selection and allocation of resources; - Shows understanding and knowledge in federal requirements associated with each service and associated sub-services.	30.00
2.2	<i>Effective project management</i> Propose Project Team Structure that identifies key groups, roles and responsibilities; <b>(1 pt.)</b> Provide organization chart that indicates reporting relationships and flow of communication; <b>(1 pt.)</b>	1.00 1.00

R#	Point-Rated Requirements	Full pt. (φ)
	<p>Overall Project Team Structure and Organization chart demonstrates wise selection and allocation of resources; <b>(2 pt.)</b></p> <p>Provide an overall delivery schedule with critical milestones; <b>(1 pt.)</b></p> <p>Provide the following project management techniques that are complete and include extensive details, and demonstrates a strong understanding of requirements in the area: <b>(2 pt. each, total 16 pt.)</b></p> <ul style="list-style-type: none"> <li>- The firm's approach to responding to the individual Call-ups;</li> <li>- Quality control techniques;</li> <li>- Budget control techniques;</li> <li>- Schedule control techniques;</li> <li>- Project risk management techniques;</li> <li>- Conflict resolution techniques;</li> <li>- Company's health and safety management system; and</li> <li>- Project management approach in relation to remote First Nation communities.</li> </ul>	<p>2.00</p> <p>1.00</p> <p>16.00</p>
	<b>Total Points for Criteria # R2:</b>	<b>51.00</b>
<b>R3</b>	<b>Technical Personnel Qualifications and Experience (*)</b>	
3.1	<p><b>Qualifications</b></p> <p>Detailed Curriculum Vitae (C.V.) of each assessed Technical Personnel (i.e., Senior Project Personnel, Senior Field Technician and Project Personnel) with the following qualifications: <b>(1 pt. for each criteria below, total 3 pt. for each assessed personnel, equiv. to total 18 pt. for all six (6) assessed personnel)</b></p> <ul style="list-style-type: none"> <li>- Post-Secondary Educational Background in Hydrogeology / Geology / other Environmental Science disciplines;</li> <li>- Professional accreditations other than those required in Mandatory Requirements M2, including: CESA I, CESA II, QPESA, QPRA, provided with proof and description of how it relates to the performance of the Tasks required in the SOW. <b>(0 pt. if description provided is deemed not relevant based on professional judgement)</b></li> <li>- Technical publications, accomplishments, achievements and awards with proof and description of how it relates to the performance of the Tasks required in the SOW. <b>(0 pt. if description provided is deemed not relevant based on professional judgement)</b></li> </ul>	18.00
3.2	<i>Experience</i>	

R#	Point-Rated Requirements	Full pt. (φ)
	<p>Detailed Curriculum Vitae (C.V.) of each assessed Technical Personnel (i.e., Senior Project Personnel, Senior Field Technician and Project Personnel), including following information <b>and</b> evaluated using the criteria specified below:</p> <p>(1) Description of <u>max. three (3)</u> past completed project(s), indicating the corresponding roles and added value to the project, that demonstrates: <b>(2 pt. for each criteria below, total 8 pt. for each proposed Personnel, equiv. to total 48 pt. for all six (6) proposed personnel)</b></p> <ul style="list-style-type: none"> <li>• Personnel's ability to take a leadership (applicable for Senior roles), or assistantship (applicable for Project Personnel) role;</li> <li>• Personnel have the technical knowledge required in completing Tasks and provide services required in the SOW;</li> <li>• Manage and work with multidisciplinary teams; and</li> <li>• Ability to work with various levels of government and with First Nations communities.</li> </ul> <p>(2) The <i>number of years of relevant experience</i> <sup>(□)</sup> <b>(5 pt.)</b> is the <u>averaged</u> score of all of the proposed candidate / personnel (total six (6) personnel), of which the score of each individual personnel is evaluated using the formula below:</p> $\frac{\text{Total \# yrs of RE} - \text{Min. yrs RE}}{\text{Highest (Total \# yrs of RE} - \text{min. yrs RE) of the Personnel category amongst all submitted offers}} \times 5 \text{ pt.}$ <p><b>Remarks:</b></p> <p><i>RE</i> = Relevant Experience</p> <p><i>Total # yrs of RE</i> = Total number of years of relevant experience listed on CV</p> <p><i>Min. yrs RE</i> = Minimum years of Relevant Experience required for the proposed candidate's Personnel Category (i.e., Senior Project Personnel, Senior Technician and Project personnel) (Refer to the table in Mandatory Requirement – M2)</p> <p>(3) The number of years with the firm <b>(3 pt.)</b> is the <u>averaged</u> score of all of the proposed candidate / personnel (in total six (6) personnel), of which the score of each individual Personnel is evaluated using the formula below:</p> $\frac{\text{Total \# yrs with the firm}}{\text{Highest (\#yrs with the firm) of the Personnel category amongst all submitted offers}} \times 3 \text{ pt.}$	<p>48.00</p> <p>5.00</p> <p>3.00</p>
	<b>Total Points for Criteria # R3:</b>	<b>74.00</b>
<b>R4</b>	<b>Firm's Experience and Expertise</b>	

R#	Point-Rated Requirements	Full pt. (φ)
4.1	<p><i>Experience, registration and satisfactory performance</i></p> <p>Four (4) project summaries required in Mandatory Requirements – M3, evaluated based on the following <sup>(†)</sup>: <b>(2 pt. for each criteria below, total 10 pt., equiv. to total 40 pt. for all four (4) project summaries)</b></p> <ul style="list-style-type: none"> <li>- Design: Understands the project objectives and constraints, appropriateness and effectiveness of concept in providing for functional and technical requirements;</li> <li>- Quality of Results: Comprehensiveness, Completeness, QA/QC, and Co-ordination</li> <li>- Management: Leadership, efficiency, responsiveness and understanding of roles and responsibilities;</li> <li>- Time: Timely and accurate progress reporting, On-schedule delivery of services in every stage;</li> <li>- Cost: Management of the design development within cost plan, implement budget control monitoring techniques.</li> </ul> <p>Documentary Proof of design success (e.g., prizes and commendations) for each of the four (4) projects summarized <b>(1 pt. for each prize/commendations, total 4 pt.)</b></p> <p>Overall, the Bidder demonstrates: <b>(10 pt. each, total 30 pt.)</b></p> <ul style="list-style-type: none"> <li>- Proficiency and past experiences in implementing risk mitigation measures for health, safety, and environment. Health and safety risks may include chemical, physical and environmental risks.</li> <li>- Experience in addressing regulatory requirements, ensuring compliance and applying standard operating procedures pertaining to working on and with First Nation Reserve Lands or First Nation Clients;</li> <li>- Competency in implementing risk mitigation measures that address technical risks of working in remote northern communities. Technical risks may include risks related to schedule, logistics or execution.</li> </ul>	<p>40.00</p> <p>4.00</p> <p>30.00</p>
	<b>Total Points for Criteria # R4:</b>	<b>74.00</b>
<b>R5</b>	<b>Indigenous Consideration</b>	
5.1	<p><i>Indigenous Participation in previous work (Summary)</i></p> <p>Provide one (1) summary of previous work conducted that involved First Nations participation, that include the following information:</p> <ul style="list-style-type: none"> <li>- Name of the First Nation / First Nation business engaged; <b>(1 pt.)</b></li> <li>- Identify if the portion(s) of First Nation involvement resulted in the service delivered directly by a First Nation (or First nation business) or if a First Nation (or First Nation Business) assisted the Bidder in conducting the service; <b>(1 pt.)</b></li> </ul>	8.00

R#	Point-Rated Requirements	Full pt. <sup>(φ)</sup>
	- A description of the results observed for the engaged First Nation (and/or First Nation Organization) – Results should highlight employment opportunities, skills transferred and capacity / learning opportunities. <b>(6 pt.)</b>  Summary demonstrates how aboriginal hiring and training will be incorporated into work activities; <b>(6 pt.)</b>  Summary describes potential on-the-job training opportunities. <b>(6 pt.)</b>	6.00  6.00
	<b>Total Points for Criteria # R5:</b>	<b>20.00</b>
	<b>Total Technical Weight / Score:</b>	<b>226.00</b>

**Remarks:**

<sup>(φ)</sup> For Criteria(s) that weight(s) 2 points or more, unless otherwise specified, it shall be evaluated using the following scale (in percentage of the total pt. for the criteria):

**100%** - Satisfies the Criteria completely;

**50%** - Satisfies the Criteria partially;

**0%** - No information provided.

<sup>(\*)</sup> If consultant provides more than 2 candidates, two (2) candidates with the highest # years of relevant experience will be evaluated;

<sup>(□)</sup> Relevant experiences to complete tasks and provide services outlined in the Statement Of Work, based on professional judgement;

<sup>(†)</sup> For more definition of each of the criteria, please refer to: <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/2913-1.pdf>

**Pass Marks**

In order to be judged acceptable, offers must meet all mandatory requirements and must achieve **60%** of the points available for each of the criteria R1 to R5 listed above plus a pass mark of **70% (equivalent to 158.2 pt. / 226 pt.)** in the evaluation of rated requirements.

Financial Offer will not be evaluated for those offers not achieving the above pass mark and not meeting the mandatory requirements.



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

Offerors must provide the required certifications and additional information to be issued a Standing Offer (SO).

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

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

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

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

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

In accordance with the Integrity Provisions of the Standard Instructions, all Offerors must provide with their Offer, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Federal Offerors Program for Employment Equity - Standing Offer Certification**

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

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

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

#### 5.2.3.1 Status and Availability of Resources

SACC Manual Clause [M3020T](#) (2016-01-28), Status of Availability of Resources - Offer

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement associated with the requirement of this solicitation.

### **6.2 Financial Capability**

N/A

### **6.3 Insurance Requirements**

#### **M9015T: Insurance Requirements - Proof of Availability - Prior to issuance of a Standing Offer (2016-01-28)**

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

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

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

### **A. STANDING OFFER (SO)**

#### **7.1 Offer**

The Offeror offers to perform the Work in accordance with the Statement of Work (SOW) at Annex "A".

#### **7.2 Security Requirements**

There is no security requirement associated with the requirements of this Standing Offer.

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

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

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

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

##### **7.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada.

The Offeror must provide this data on the financial and administrative status of each and all open Call-ups, including invoicing completed work and pending work. If some data is not available, the reason must be indicated in the report. If no goods or service is provided during a given period, the Offeror must provide a "nil" report. The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 5 calendar days after the end of the reporting period.

## 7.4 Term of Standing Offer

### 7.4.1 Period of the Standing Offer

The initial period for making Call-ups against the Standing Offer is **from the Standing Offer Award date to June 30, 2024 inclusive.**

### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its Offer for an additional **two (2) one-year option periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Jean Damascene Gasake

Title: Senior Procurement and Contracting Expert

Materiel and Assets Management Directorate

Indigenous Services Canada (ISC)

10 rue Wellington, Gatineau, QC, K1A 0H4

Telephone: 873-354-5730

E-mail address: [jeandamascene.gasake@canada.ca](mailto:jeandamascene.gasake@canada.ca)

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

### 7.5.2 Project Authority (*identified at issuance of the Standing Offer*)

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

### 7.5.3 Offeror's Representative (*identified at issuance of the Standing Offer*)

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

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make Call-ups against the Standing Offer is Indigenous Services Canada (ISC).

## 7.8 Numbers of Standing Offers

A maximum of Three (3) Standing Offers will be issued. The Offeror(s) below are listed in order from the highest rank to the lowest rank.

*(identified at issuance of the Standing Offer)*

## 7.9 Call-up Allocation and Procedures

### 7.9.1 Call-up Allocation

Call-up allocations will be based on the **right of first refusal**. Upon each Call-up, the Project Authority selects the available Standing Offers in order from highest ranked Offeror to the lowest one, as described in 7.8 above.

When the highest ranked Standing Offer reaches its maximum limit value during the Standing Offer period, the above right of first refusal allocation will start from the 2<sup>nd</sup> ranked Standing Offer, and so on.

### 7.9.2 Call-up Procedures

- a) Offerors will be contacted directly as described in the article 7.9.1 above.
- b) The Project Authority (as applicable) will provide the Offeror with details of the work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.
- c) The Offeror will prepare and submit a proposal for the work as required by the Project Authority (as applicable). The proposal shall include a cost quotation established by utilizing the applicable rates as shown in Annex "B" - Basis of Payment, a schedule indicating completion dates for major work activities and submission dates for deliverables/reports with supporting details. The

proposal must be submitted to the Project Authority (as applicable) within ten (10) business days of receiving the request, unless otherwise specified in writing by the Project Authority.

- d) Failure by the Offeror to submit a valid proposal in accordance with the time frame specified above will be interpreted as the Offeror being unable to perform the services and will result in the setting aside of the Offer. The Offeror will then be by-passed and the Project Authority will send the request to the next ranked Offeror. This process will continue until the requirement can be fully addressed by an Offeror. Should no Offeror be able to provide the services requested, Canada reserves the right to procure the specified services by other methods.
- e) Upon acceptance by the Project Authority of the Offeror's proposal for the services, the Offeror will be authorized by a Contracting Authority to proceed with the work through the issuance of a duly completed and signed Call-up against a Standing Offer.
- f) The Offeror must not commence work until the Call-up against the Standing Offer has been signed by the Contracting Authority. The Offeror acknowledges that any and all work performed in the absence of a Call-up against the Standing Offer signed by the Contracting Authority will be undertaken at the Offeror's own risk, and Canada shall not be liable for payment therefor.

## 7.10 Call-up Instrument

The work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The following form will be used:
  - ISC Call-up Against a Standing Offer (SAP format)

## 7.11 Limitation of Call-ups

Individual Call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes are extra).

## 7.12 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ (identified at issuance of the Standing Offer) **(applicable taxes excluded)** unless otherwise authorized in writing by the Standing Offer Authority. The

Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### **7.13 Priority of Documents**

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

- a) the Call-up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) Annex "A", Statement of Work;
- e) Annex "B", Basis of Payment;
- f) Annex "C", Security Requirements Check List (SRCL);
- g) Annex "D", Additional Task Guidelines;
- h) Annex "E", Report Specifications;
- i) the Offeror's Offer dated \_\_\_\_\_ (*identified at issuance of the Standing Offer*).

### **7.14 Certifications and Additional Information**

#### **7.14.1 Compliance**

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

#### **7.14.2 SACC Manual Clauses**

SACC Manual Clause M3020C (2016-01-28), Status of Availability of Resources - Offer



## 7.15 Applicable Laws

The Standing Offer and any Contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in .....(TB identified at issuance of the Standing Offer)

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

The Contractor must perform the work described in the Call-up against the Standing Offer.

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

#### **7.2.1 General Conditions**

[2035](#) (2017-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **7.3 Term of Contract**

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

The period of the Contract is in accordance with the Call-up against the Standing Offer.

#### **7.3.2 Delivery Date**

Delivery must be completed in accordance with the Call-up against the Standing Offer.

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

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada..

### **7.5 Payment**

#### **7.5.1 Basis of Payment**

The Offeror will be paid for the Work performed in accordance with the Annex "B" - Basis of Payment. Customs duties are included and applicable taxes are extra.

## 7.5.2 Limitation of Expenditure

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

whichever comes first.

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

## 7.5.3 Travel and Living Expenses

The Offeror will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendixes B, C and D of the [\*National Joint Council Travel Directive\*](#) and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

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

All payments are subject to government audit.

Total Authorized Cost: *identified at issuance of the Standing Offer (taxes included)*

#### **7.5.4 Other Direct Expenses**

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

Total Authorized Cost: *identified at issuance of the Standing Offer (taxes included)*

#### **7.5.5 Terms of Payment**

H1008C (2018-05-12), Monthly Payment

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

The contractor agrees to be paid electronically by direct deposit to the financial institution of their choice.

#### **7.6 Invoicing Instructions**

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

Each invoice must be supported by:

- a) a copy of the release document and any other documents as specified in the Call-up;
  - b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - c) a copy of the monthly progress report.
2. Invoices must be distributed as follows:  
The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### **7.7 Insurance Requirements**

Canada is not responsible to recompense for personal or property injury to the Offeror or the Offeror's deployed resources, while providing services on behalf of ISC, throughout the duration of the Call-up. The Offeror must maintain the appropriate insurance coverage for its deployed resources, including any sub-Offerors, within the

duration of the Call-up. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the Call-up.

The Offeror is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Offeror's expense, and for its own benefit and protection.

## 7.8 Official Languages

Any Offeror who carries out work on behalf of ISC in a location where the Department is required to provide services or communications to the public in both official languages, must also do so in both official languages (English and French).

## 7.9 Joint Venture *(may delete where the Offeror is not a Joint Venture)*

- a. The Contractor confirms that the name of the joint venture is \_\_\_\_\_ and that it is comprised of the following members:
- b. With respect to the relationship among the members of the joint venture Contractor, each member agrees, represents and warrants (as applicable) that:
  - i. \_\_\_\_\_ has been appointed as the "representative member" of the joint venture Contractor and has fully authority to act as agent for each member regarding all matters relating to the Contract;
  - ii. by giving notice to the representative member, Canada will be considered to have given notice to all the members of the joint venture Contractor; and
  - iii. all payments made by Canada to the representative member will act as a release by all the members.
- c. All the members agree that Canada may terminate the Contract in its discretion if there is a dispute among the members that, in Canada's opinion, affects the performance of the Work in any way.
- d. All the members are jointly and severally or solidarily liable for the performance of the entire Contract.
- e. The Contractor acknowledges that any change in the membership of the joint venture (i.e., a change in the number of members or the substitution of another legal entity for an existing member) constitutes an assignment and is subject to the assignment provisions of the General Conditions.
- f. The Contractor acknowledges that all security and controlled goods requirements in the Contract, if any, apply to each member of the joint venture Contractor.

**Note to Bidders:** *This Article will be deleted if the bidder awarded the contract is not a joint venture. If the contractor is a joint venture, this clause will be completed with information provided in its bid.*

## 7.10 SACC Manual Clauses

### D5328C (2014-06-26) Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### A9014C (2006-06-16) Specific Person(s)

The Offeror must provide the services of the following person(s) to perform the work as stated in the Standing Offer: \_\_\_\_\_ (*insert name(s) of person(s) at issuance of the Standing Offer*).

## **ANNEX "A" - STATEMENT OF WORK**

### **S.W.1 TITLE**

Environmental services for Ontario Region – Indigenous Services Canada (ISC)

### **S.W.2 BACKGROUND**

ISC - Ontario Region is providing environmental due diligence support in meeting the departmental operational mandate.

ISC's Ontario Lands and Economic Development Directorate conduct activities in the Environmental Site Assessment, Environmental Sampling Programs, Risk Management and Remediation Planning, Environmental Planning and Research and Environmental Awareness Services required to assess, manage and determine risk to human health on reserve lands with a federal responsibility, or future federal responsibility.

### **S.W.3 OBJECTIVE**

ISC intends to establish this Standing Offer (SO) with the Contractor to provide expert technical evaluations and investigations in relation to Environmental Site Assessment, Environmental Sampling Programs, Risk Management and Remediation Planning, Environmental Planning and Research and Environmental Awareness Services on an as needed basis.

#### **First Nation Involvement and Indigenous Benefits Plan**

The Government of Canada is committed to enhancing economic opportunities for Indigenous Peoples through a number of different mechanisms including subcontracting possibilities. First Nations may have several resources (people and equipment) that could be used to support the current project. As part of the proposal submission, the consultant should make a request to the first nation on what services and resources they have available to be used on this project. An Indigenous Benefits Plan is required as part of each proposal submission. ISC encourage the consultant to use the resources and services that First Nation has identified for this project to the extent possible.

### **S.W.4 SCOPE OF WORK**

Each call up may consist of either a single or combination of the tasks listed below:

#### **Task 1 – Environmental Site Assessments**

T1.1 The Contractor is to undertake the following types of Environmental Site Assessments (ESA) pending the requirements identified during the specific call up:

1. Phase I ESA

- In accordance with the latest version of the Canadian Standards Association's (CSA) "Z768-01 Phase I Environmental Site Assessment";
- The Contractor is to make every effort in conducting field reconnaissance activities before snow cover.

2. Updated Phase I ESA

- In accordance with the latest version of the Canadian Standards Association's (CSA) "Z768-07 Phase I Environmental Site Assessment";
- The Contractor is to make every effort in conducting field reconnaissance activities before snow cover.

3. Enhanced Phase I ESA

- An Enhanced Phase I ESA follows the process identified in the Phase I ESA above **AND** may include limited sampling as identified in a Call-up and Scope of Work document issued;
- The Enhanced Phase I ESA is to be in accordance with:
  - The latest version of the CSA Z768-01 Phase I Environmental Site Assessment; and
  - The latest version of the CSA Z769-00 – Phase II Environmental Site Assessment (for sample collection and analysis).

4. Phase II ESA

- In accordance with the latest version of the CSA Z769-00 – Phase II Environmental Site Assessment;
- The Contractor must make every effort to conduct field reconnaissance prior to snowfall.
- Depending on the specific scope for this project, the site might need to be classify using the NCSCS

5. Phase III ESA

- In accordance with the requirements for "Step 5- Detailed Testing Program" in "A Federal Approach to Contaminated Sites.";
- The Contractor must make every effort to conduct field reconnaissance prior to snowfall.

6. Data Gap Analysis ESA



- A Data Gas Analysis involve three phases, including: data gap identification, strategic plan development and subsurface assessment / delineation of contamination. It could be a combination of work of a Phase I/II/III ESA, on a site specific basis at the discretion of the First Nation and ISC Project Team;
- Data Gap Analysis ESA shall be in accordance with:
  - The latest version of the CSA Z768-01 Phase I Environmental Site Assessment;
  - The latest version of the CSA Z769-00 – Phase II Environmental Site Assessment (for sample collection and analysis).
  - Requirements for “Step 5- Detailed Testing Program” in “A Federal Approach to Contaminated Sites.”
- The Contractor must make every effort to conduct field reconnaissance prior to snow cover (Phase I ESA portion of work) and snowfall (Phase II/III ESA portion of work).

## 7. Environmental Audit

- In accordance with the latest version of the Canadian Standards Association's (CSA's) “Z773-17 Environmental Compliance Auditing” and/or CSA “Z751: 1994 Guideline for Environmental Auditing.”

- T1.2 The Contractor may be requested to present ESA findings to the appropriate parties including the Chief and Council, or at First Nations community meetings. This would include preparation of presentation materials (i.e., PowerPoint presentation, visual aids, etc.) to be distributed to the First Nations communities;
- T1.3 The Contractor must dispose of any generated tailings, purge water and/or wastes generated by activities completed during the site investigation at an appropriate disposal or treatment facility. All intrusive sampling locations must be appropriately decommissioned and backfilled when no longer used;
- T1.4 A project-specific Scope of Work document adhering to the guideline documents listed above will be issued to the Contractor. Portions of the project requirements may be modified, at the discretion of the First Nation and/or ISC Project Team. The Contractor is expected to submit a proposal addressing the Scope of Work, and implement any of the work after approval is received from the First Nation and/or ISC Project Team;
- T1.5 The Contractor must review information provided by ISC that is relevant to the site to ensure completeness of material. The Contractor is to seek clarification or additional information if required;
- T1.6 In collaboration with ISC, the Contractor must contact the designated First Nation representative to make appropriate arrangements for a site visit (e.g. arranging

for someone who is knowledgeable / familiar with the site) and associated interviews with individuals that are familiar with the current and/or historical use of the sites;

- T1.7 Additionally, where the potential for site contamination is indicated by the available site information, the report must include:
- Description of the contaminant type and sources; and
  - Identification of the areas and media of concern to be addressed in future sampling programs;
  - Recommendations on best management practices with regards to the contamination must be clearly identified.
- T1.8 All reporting is to be organized on a site by site basis. Breakdown of costs and reporting are to be addressed on an individual basis, even if a number of sites are addressed on a project basis. Additional information on conducting ESA's are incorporated in Annex "D" – Additional Task Guidelines;
- T1.9 The Contractor must submit a draft report for ISC review. Upon completion and acceptance, the Contractor must issue a final version that incorporate edits, comments and further recommendations (if applicable). A second draft may be required depending on the scope of the comments. The reports must include the reporting requirements stipulated in Annex "E" – Report Specifications;
- T1.10 Within the draft and final report, the Contractor must provide a detailed record of the site visit, referenced in the article T1.6, including, but not limited to:
- Photographs;
  - Maps;
  - Diagrams;
  - Notes on site specific observations.
- T1.11 Copies of all documentation obtained (including items identified in above article T1.10) during the project implementation are to be included as appendices of the report;
- T1.12 At any point during the implementation of the task, if it is determined there is a significant impact to human health and/or the environment, the Contractor must develop a work plan and a cost estimate to prevent further impact.

## **Task 2 – Environmental Sampling Programs and Risk Assessment**

- T2.1 The Contractor must review information provided by ISC that is relevant to the site to ensure completeness of material and seek clarification or additional information if required;

## T2.2 Undertake the following types of Site Sampling Programs:

1. Waste Water Sampling
  - The latest version of the “Protocol for Centralized Wastewater Systems in First Nation Communities.”
2. Drinking Water Sampling
  - The latest version of the “Protocol for Centralized Drinking Water Systems in First Nations Communities.”
3. Hazardous Building Assessment/Materials Sampling
  - The latest version of the “Canada Occupational Health and Safety Regulations (SOR/86-304).”
4. Radon Gas Sampling
  - The latest version of the Health Canada “Guide for Radon Measurements in Public Buildings;”
5. Indoor Air Quality Sampling
  - In accordance with the latest version of:
    - The “Federal Contaminated Sites Risk Assessment in Canada, Part I: Guidance on Human Health Preliminary Risk Assessment (PQRA);” and
    - The “Federal Contaminated Site Risk Assessment in Canada: Supplemental Guidance on Human Health Risk Assessment of Air Quality.”
6. Mould Assessment
  - In accordance with the latest version of:
    - The Health Canada guidance document “Addressing moisture and mould in your home”;
    - The Health Canada “Residential Indoor Air Quality Guidelines”;
    - The Canada Mortgage and Housing Corporation guidance document “Mould in Housing, Information for First Nation Housing Managers”;
    - The American Industrial Hygiene Association guidance document “Recognition, evaluation, and control of indoor mold”; or
    - Any guidance document that are deemed appropriate and is approved by the First Nation and ISC Project Team.
7. Human Health and Ecological Risk Assessment
  - In accordance to the latest version of:

- The “Federal Contaminated Sites Risk Assessment in Canada, Part I: Guidance on Human Health Preliminary Risk Assessment (PQRA)”;
  - The “Federal Contaminated Sites Risk Assessment in Canada, Part V: guidance on Human Health Detailed Quantitative Risk Assessment for Chemicals (DQRA)”;
  - Human Health Detailed Quantitative Risk Assessment for Chemicals (DQRACChem). September, 2010;
  - CCME. 1996. A Framework for Ecological Risk Assessment: General Guidance. Winnipeg, MB;
  - CCME. 1997. A Framework for Ecological Risk Assessment: Technical Appendices. Winnipeg, MB; and
  - Environment Canada. 2012. Federal Contaminated Sites Action Plan (FCSAP) Ecological Risk Assessment
- T2.3 The Contractor may be requested to present Site Sampling Programs findings to the appropriate parties including the Chief and Council, or at First Nations community meetings. This would include preparation of presentation materials (i.e. PowerPoint presentation, visual aids, etc.) to be distributed to the First Nations communities;
- T2.4 A project-specific Scope of Work document adhering to the guideline documents listed above will be issued to the Contractor. Portions of the project requirements may be modified, at the discretion of the First Nation and/or ISC Project Team. The Contractor is expected to submit a proposal addressing the Scope of Work, and implement any of the work after approval is received from the First Nation and/or ISC Project Team;
- T2.5 The Contractor is to conduct a preliminary field reconnaissance of each site prior to developing any intrusive investigation program. This field reconnaissance should take place prior to any significant snowfall which might impair visual observations;
- T2.6 In collaboration with ISC, The Contractor is to contact the Chief and Council or designated First Nation Representative to make appropriate arrangements for a site visit (e.g. arranging for someone who is knowledgeable/familiar with the site);
- T2.7 At any point during the implementation of the task, if it is determined there is a significant impact to human health and/or the environment, the Contractor must develop a work plan and cost estimate to prevent further impact;
- T2.8 The Contractor must dispose of any generated tailings, purge water and/or wastes generated by activities completed during the site investigation at an appropriate disposal or treatment facility. All intrusive sampling locations must be appropriately decommissioned and backfilled when no longer used;

- T2.9 All information is to be organized on a site by site basis. Breakdown of costs and reporting are to be addressed individually;
- T2.10 The Contractor must submit draft reports for ISC review. A second draft may be required depending on the scope of the comments. The draft report must incorporate requirements stipulated in Annex E. In addition, the draft report must include, but is not limited to, the following:
- Detailed description of the methods employed, results obtained and interpretation of findings;
  - Where contamination is confirmed, the contaminated site must be classified using the most recent version of the CCME National Classification System for Contaminated Sites (NCSCS) or as identified by ISC;
  - Estimated volume of impacted soil and/or water;
  - A Preliminary **Class C Cost Estimate** to remediate the site.
- T2.11 Upon completion and acceptance of the draft report by ISC, the Contractor must issue a final report. The final report is to incorporate edits, comments and further recommendations (if applicable).

### **Task 3 – Risk Management Plan and Remedial Action Plan**

- T3.1 The Contractor is to develop a Risk Management Plan (RMP) and/or a Remedial Action Plan (RAP) that will effectively reduce Contaminants of Concern/impacts below specific guideline values (as identified in a Call-up and Scope of Work document issued). The RMP/RAP will identify any data gaps, review and provide a minimum of three (3) remedial / risk management options (that include cost estimates for implementation) on addressing the contamination and provide a recommended option which would meet ISC requirements (as identified in the specific Call-up and Scope of Work document issued);
- T3.2 Each option must include a **Class B Cost Estimate** and further itemized into major activities. The following cost estimates may be included where applicable:
- Proposed Additional (confirmatory) investigations/studies required to minimize risk and/or expedite remedial processes associated with the project implementation and/or address any outstanding issues related to reclamation design;
  - Decommissioning of an existing fuel storage facility inclusive of hauling and destruction of non-compliant fuel tanks/accessories;
  - Demolition and removal of hazardous waste material;
  - Alternative containment and remedial options in cases where surface water/groundwater may become an impediment to project completion;
  - Site specific alternative soil and groundwater treatment methodologies;
  - Prepare an assessment of the demolition and alternatives to demolition of site structures where applicable.

- T3.3 Evaluate and compare alternative options on the basis of:
- Implementation costs and time requirements;
  - Invasiveness;
  - Proven effectiveness of the remedial options in meeting the selected criteria;
  - Applicability to site conditions;
  - Complexity;
  - Risk to human health and the environment;
  - Property ownership and/or interest type;
  - Ongoing operation and maintenance costs;
  - Off-site contamination risks;
  - The most socially acceptable approach/method.
- T3.4 The Contractor must provide information on a site-by-site basis, including breakdown of expenditures, even if multiple sites are addressed in a project;
- T3.5 The Contractor is to review any pertinent information and will identify any data gaps. If a data gap is identified, the Contractor will develop a strategic plan to address it/them. This is to be conducted in accordance with that referenced at T1.1, subsection 6;
- T3.6 The Contractor is to review and analyze information obtained and draft a report as per the requirements stipulated in Annex "D", Section 2;
- T3.7 The Contractor may be requested to present proposed Risk Management and Remedial Action Plan to the appropriate parties including the Chief and Council, or at First Nations community meetings. This would include preparation of presentation materials (i.e., PowerPoint presentation, visual aids, etc.) to be distributed to the First Nations communities. Any inputs from attendees in these presentation / engagement session shall be addressed in the plan;
- T3.8 The Contractor must submit draft reports for ISC review. A second draft may be required depending on the scope of the comments. The draft report must incorporate requirements stipulated in Annex "E". In addition the draft report must include, but is not limited to, the following:
- Detailed description of the methods employed, results obtained and interpretation of findings;
  - Where contamination is confirmed, the contaminated site must be classified using the most recent version of the CCME National Classification System for Contaminated Sites (NCSCS) or as identified by ISC;
  - Estimated volume of impacted soil and/or water;
  - A Preliminary Class B Estimate to remediate the site.

- T3.9 Upon completion and acceptance of the draft report by ISC, the Contractor must issue a final report. The final report is to incorporate edits, comments and further recommendations (if applicable);
- T3.10 The Contractor may be required to undertake minor remedial actions (e.g. removal, destruction or containment of contaminants) or other strategies that reduce the probability, intensity, frequency or duration of exposure to contamination. Tasks associated with remediation may involve designing tender documents (plans and drawings) and/or the coordination, supervision and monitoring site during on-going remediation activities.

#### **Task 4 – Environmental Planning and Research Services**

- T4.1 The Contractor will conduct a literature study/review of an environmental issue/topic as identified in the Call-up. The purpose is to research an environmental topic and provide feedback / recommendations which may impact future First Nation projects;
- T4.2 The Contractor is to perform of research and planning services. Requirements on specific research/planning services will be identified in a Call-up. Examples of the services which may be requested include, but are not limited to:
- Research in fields such as Solid Waste, Waste Water or Climate Change;
  - Conducting Environmental Impact Assessments as per the Impact Assessment Act;
  - Solid Waste Management Planning;
  - Watershed Management Planning;
  - Species at Risk Population and Habitat Studies;
  - Invasive Species Screening;
  - Archaeological Assessments;
  - Mapping or acquiring mapping data;
  - Conducting studies on sustainable technologies and comparing/contrasting to other works;
  - Any other relevant studies (i.e., Geotechnical assessments) – will not be evaluated if the Contractor do not have the capacity to conduct such studies;
- T4.3 The Contractor must submit draft reports for ISC review. The draft report is to summarize all activities conducted, results and conclusions with further recommendations. A second draft may be required depending on the scope of the comments;
- T4.4 Upon completion and acceptance of the draft report by ISC, the Contractor must issue a final report. The final report is to incorporate edits, comments and further recommendations (if applicable).

## **Task 5 – Environmental Awareness**

- T5.1 The Contractor will undertake an environmental awareness project. The purpose of the awareness project will be to provide capacity and knowledge to ISC and First Nation participants.
- T5.2 The Contractor is to perform preparation and training services. Requirements on specific training services will be identified in a call up. Examples of the services which may be requested include, but are not limited to:
- Coordinating and delivering training sessions;
  - Drafting and distributing communication materials (posters, brochures, etc.);
  - Coordination of an environmental awareness session in Ontario.
- T5.3 The Contractor will be required to have at a minimum, one (1) presentation to ISC staff (or First Nation participants) in First Nation communities, or as identified in each call up. The Contractor will budget for the presentation in Ontario or as determined in the Call-up. The presentation is to be completed before final documents are developed;
- T5.4 If the project requires First Nation involvement, the Contractor must coordinate with ISC to determine a First Nation contact and coordinate delivery of the Environmental Awareness project;
- T5.5 Pending the specific requirements of the call up, the Contractor may be required to obtain documents such as, but are not limited to:
- Historical Aerial Photo Images;
  - Historical or Active Land Titles;
  - Maps or Plans of Survey;
  - Lidar Data;
- T5.6 Pending the specific requirements of the call up, the Contractor may be required to work with other organizations to review and deliver environmental awareness.

## **S.W.6 DELIVERABLES**

### **Tasks 1, 2 and 3**

- Submit electronic copy (PDF format) of each draft report to the First Nations and/or ISC representative in accordance with the submission dates specified in each individual call up or Scope of Work document issued;
- Submit electronic copy (PDF format) of each final report to the First Nations and ISC representative in accordance with the submission dates specified in each individual call up or Scope of Work document issued.



## **Tasks 4 and 5**

- Provide a plain language report summarizing the activities undertaken.
- Any other documents or items obtained during the execution of the Contract are to be submitted to ISC digitally if not already included as appendices in the reports.

## **S.W.7 LOCATION OF WORK**

The work will be performed in the Province of Ontario. It is expected that a significant amount of time, on the order of 20%, will be required to be spent on sites within the Province of Ontario as it pertains to the Standing Offer requirements in order to assess and obtain necessary context and research data.

Access to Indigenous Services Canada (ISC) office locations is not required to perform the work. The Contractor shall work from their office and/or home locations and undertake telephone or virtual consultation meetings with the project authority, government stakeholders as identified, and First Nation communities to meet the project requirements and deliverables of the Standing Offer.

## **S.W.8 TRAVEL**

The Contractor may be required undertake travel to site locations as pertaining to the Standing Offer requirements and attend meetings with the project authority in person, and the applicable First Nation representatives remotely via virtual or teleconference.

## **S.W.9 RESOURCE SUBSTITUTION OR REPLACEMENT**

Prior to Call-up or during the course of work under any Call-up, resource substitution or replacement may be undertaken by the Contractor only with the express and prior written approval from the Project Authority.

Call-up(s) may include the services of resources named within the Standing Offer. Where ISC requires the services of specific resources that are named within the Call-up(s), should the SO holder at any time be unable to provide the services of the specific resource(s), the SO holder shall notify the Project Authority, in writing, of the reason for the unavailability of the named resource(s), and the SO holder shall be responsible for providing substitute or replacement of resources.

Canada also reserves the right to direct the SO holder to undertake replacements of his or her personnel (or any sub-contractors) on an as-and-when-required basis, should deployed SO holder's personnel not meet ISC's skills and abilities expectations.

In advance of the date upon which any substitute or replacement resource(s) are to commence work under a specific Call-up, the SO holder shall provide to the Project Authority the name(s), date of birth, relevant security information (if applies), and

detailed resume of the qualifications and experience of the offered substitute or replacement resource(s).

For substitute or replacement of any resource(s), where the offered substitute or replacement resource(s) are not in the Standing Offer, **each of the new resource(s) must meet Mandatory Requirement - M2, M3, and also the re-calculation of Point-Rated Technical Criteria R2 and R3 must each achieve 60% of the points available, as identified in article 4.5 of the original RFSO.**

Should the offered substitute or replacement resource(s) not meet above requirements, ISC reserves the right to refuse any offered substitute or replacement resource(s). Under no circumstances shall the SO holder allow performance of the services by substitute or replacement resource(s) that have not been duly authorized by the Project Authority.

Qualification and acceptance of any substitute or replacement resource(s) prior to or during the course of work under any Call-up **requires an amendment to the Standing Offer** and shall be evidenced by a written statement from the Project Authority, and shall also be approved in signature by the Standing Offer Authority.

ISC requires that effective and continuous control be maintained throughout the duration of any Call-up authorized under the Standing Offer. If the SO holder is required to provide substitute or replacement Resources, the SO holder shall warrant that it will provide the required support to ensure a smooth transition from one resource to another. This may require the incumbent resource to provide coaching and support to the replacement or substitute resource(s) for up to five (5) days, as determined by the Project Authority, at the sole expense of the SO holder.

In any event that the SO holder is unable to provide the services of qualified substitute or replacement resource(s), ISC reserves the right to cancel an existing Call-up and issue the Call-up to another qualified SO holder.

## **ANNEX "B" – BASIS OF PAYMENT**

***(TB inserted at issuance of Standing Offer)***


## **ANNEX "C" – SECURITY REQUIREMENTS CHECK LIST (SRCL)**



Contract Number / Numéro du contrat 1000227016
Security Classification / Classification de sécurité Unclassified

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

PART A – CONTRACT INFORMATION / PARTIE A – INFORMATION CONTRACTUELLE							
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région Lands and Economic Development – Ontario Region		2. Contract type / Type de contrat Non-Competitive / Non-compétitif <input type="checkbox"/> Competitive / Compétitif <input checked="" type="checkbox"/> Type :					
3. Brief Description of Work / Brève description du travail Standing Offer - Agreement-Environmental Professional Services							
4. Contract Amount / Montant du contrat 900,000 \$		6. Company Name and Address (for non-competitive contract only) / Nom et adresse de la compagnie (pour les contrats non-compétitifs seulement) :					
5. Contract Start and End date / Date de début et de fin du contrat April 1, 2021 to March 31, 2024		Neegan Naynowan Stantec LP					
7. Will the supplier require / Le fournisseur aura-t-il :							
7.1 access to PROTECTED and/or CLASSIFIED information or assets? accès à des renseignements ou à des biens désignés PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui			
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AANDC?		<input checked="" type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui			
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?		<input checked="" type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui			
(If the answer is No to all three questions, go to Part D / Si la réponse est Non aux trois questions, allez à la Partie D)							
PART B – SAFEGUARDS OFF-SITE (COMPANY) / PARTIE B – MESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE)							
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS MATÉRIELS / BIENS							
8. Will the supplier be required to receive/store PROTECTED and/or CLASSIFIED information/assets on its site or premises? Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des renseignements/biens PROTÉGÉS et/ou CLASSIFIÉS?		<input checked="" type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui			
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)							
9.1 Will the supplier be required to use its computers, portable media, or IT systems to electronically process/store sensitive information? Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, médias portatifs ou systèmes TI pour traiter/stocker électroniquement des renseignements sensibles?		<input checked="" type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui			
9.2 Will the supplier be required to electronically transmit sensitive information to/from the Department or with other parties? Le fournisseur sera-t-il requis de transmettre électroniquement de l'information sensible au/à partir du Ministère ou avec d'autres parties?		<input checked="" type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui			
If yes, specify: / Si oui, spécifiez :							
a) Email transmission / Transmission par courrier électronique :		<input type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui			
b) Other transmission (Secure FTP, Collaboration, etc) / Autre transmission (FTP sécurisé, collaboration, etc) :		<input type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui			
c) Remote access required to AANDC network (VPN, Citrix) / Besoin de connexion à distance au réseau d'AANDC (VPN, Citrix) :		<input type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui			
9.3 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* ?		<input checked="" type="checkbox"/> No Non		<input type="checkbox"/> Yes Oui			
* Handling equipment and measures for secure transmission and emission (cryptographic, secure fax/phone) / Manipulation de l'équipement et des mesures sécuritaires pour fin de transmission et émissions (cryptographie, téléphone/télécopieur sécuritaire)							
10. SUMMARY CHART / TABLEAU RÉCAPITULATIF							
Category Catégorie	Please refer to question : Veuillez vous référer à la question :	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ		
		A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET
Information /Assets Renseignements/Biens	7.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Information /Assets (off site) Renseignements/Biens (extérieur)	8	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Information /Assets (off site) Renseignements/Biens TI (extérieur)	9.1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Transmission – e-mail Transmission TI - courriel	9.2 a)	<input type="checkbox"/>	<input type="checkbox"/>				
IT Transmission – other Transmission TI - autre	9.2 b)	<input type="checkbox"/>	<input type="checkbox"/>				
Remote Access to Network Connexion à distance au réseau	9.2 c)	<input type="checkbox"/>	<input type="checkbox"/>				
COMSEC	9.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PART C – PERSONNEL / PARTIE C – PERSONNEL							

11.1 Personnel Security Screening Level Required: Niveau d'enquête de la sécurité du personnel requis :	<input checked="" type="checkbox"/> N/A / Non requis	<input type="checkbox"/> Reliability/ Fiabilité	<input type="checkbox"/> Confidential/ Confidentiel	<input type="checkbox"/> Secret	<input type="checkbox"/> Top Secret/ Très secret
11.2 May unscreened personnel be used for portions of work? Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?	No Non	<input checked="" type="checkbox"/> Yes Oui	<input type="checkbox"/> N/A / Non requis		
12. 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?	<input checked="" type="checkbox"/> No Non	<input type="checkbox"/> Yes Oui			
 Government of Canada	Gouvernement du Canada	Contract Number / Numéro du contrat 1000227016			
		Security Classification / Classification de sécurité Unclassified			

**Notes: this signature page will be updated upon Standing Offer award.**

## **ANNEX “D” – ADDITIONAL TASK GUIDELINES**

### **1. INTRODUCTION**

Generally, the scope for each type of environmental service in this project includes the tasks and associated activities as outlined in the Statement of Work with some additional task guidelines included in this Annex.

Section 3 outlines the field investigation protocols to be used in conjunction with the environmental site assessments.

### **2. REMEDIAL ACTION PLAN/RISK MANAGEMENT PLAN**

The scope for Remedial Action Plans/Risk Management Plans (RAPs/RMPs) to be carried out is outlined below. Generally, the RAP/RMP for a site will evaluate remediation alternatives and recommended a preferred alternative that can be used as a blueprint in future site redevelopment.

The RAP/RMP may also develop site-specific remedial objectives for the alternatives. Any land use restrictions, caveats related to the site development, or other impediments should be specified including identifying who is to be made aware of these restrictions and responsible for implementing them. If follow-up sampling is required to verify that receptors are not being impacted, these requirements will be clearly identified. In cases where remedial works are necessary, the Consultant will identify the specific works required and how and when these works should be implemented (preliminary design stage with full descriptions of all components required for implementation and costs). If the risk management plan includes containment and isolation, the site-specific standards should be developed on this basis and they should be included, along with methodology for the development of the standards.

The report should also include:

- Summarize data from previous site investigations;
- Identify contaminants of concern;
- Identify the media affected (i.e., soil, groundwater);
- Identify, quantify and characterize the materials that require remediation/risk management;
- Summarize remedial options considered and the rationale for selection of the specific remedial/risk management option chosen (a combination of more than one remediation technology may be used where recommended due to site constraints);
- Describe the selected remedial/risk management option in detail, including where applicable, extent of impact, estimated excavation limits and volumes, dewatering method, soil and water disposal, and source and type of backfill material if required;
- Assess suitability of any existing land farm for soil disposal including upgrade requirements and associated Class “B” upgraded costs;

- Identify any potential impacts of remedial/risk management option on the First Nation and other affected communities;
- The type and capacity of equipment required the time required to complete the remediation and/or risk management measures;
- Identify control measures to minimize air emissions, control surface water, and minimize the risk to worker health and safety;
- Detail a contingency plan in the event that contaminants are released into the environment;
- Identify the fate of residual contaminants;
- Describe remedial verification, long-term monitoring and closure program (if applicable);
- Estimate the quantity of groundwater that would have to be treated or handled during remediation, if the excavation of the contaminated soil is to be the preferred remediation option;
- Identify the chain of communications to ensure no inadvertent exposures occur during routine site maintenance and potential future redevelopment; and
- Outline safety procedures to be practiced during implementation of the remediation/risk management measures.

### **3. FIELD INVESTIGATION PROTOCOLS**

#### **3.1 Site Visits**

The Consultant shall visit the site only when accompanied by a First Nation designate or with prior approval from Chief and Council. A subsurface drilling plan should be submitted and utilized for implementation and scheduling of all drilling activities.

#### **3.2 Drilling Methods**

Advance boreholes to auger / drill refusal, or limit of contamination in order to define the extent and magnitude of the contaminant plume.

Log the soil stratigraphy of each borehole at regular intervals and changes in soil type.

Boreholes should be advanced with at a minimum, a standard 100 mm diameter mobile rig and a split spoon sampler (preferred) or solid stem auger. Equipment must be able to confirm refusal at bedrock. Tailings generated from drilling activities will be disposed of as per CSA Z769 Phase II ESA guidelines.

#### **3.3 Groundwater Monitoring Wells**

All monitoring wells must conform to the requirements of the *Ontario Water Resources Act, R.R.O. 1990, REGULATION 903 wells*. Install ground water monitoring wells down-grade from identified plumes to assess migration, direction, and possible impacts to



groundwater. At each proposed monitoring well location, chemical analysis for contaminants of concern will be completed and compared with CCME guidelines.

### **3.4 Test Pit Methods**

Log the soil stratigraphy of each test pit at regular intervals and changes in soil type.

Soil excavated from test pits will be disposed of as per CSA Z769-00 Phase II ESA guidelines. All excavated sites shall have appropriate markings and site security. Excavated test pits will be backfilled in a safe and appropriate manner.

### **3.5 Soil Sampling**

Soil samples shall be taken at 0.75 m intervals or at each stratigraphic change (soil interface), from each borehole and where appropriate test pits, except as indicated for surface sampling requirements. In most cases, geophysical properties will be identified through carefully logging of the soil stratigraphy at regular intervals during drilling.

Characterize soil at a site by completing a minimum one grain size analysis on representative samples for each site. Where appropriate, obtain representative surface soil samples from within first 5 cm below grade. Complete chemical analysis of representative samples for contaminants at an accredited laboratory.

Split samples are to be used for all soil samples. Specifically, representative portions of each soil sample must be divided in half, with one half being retained for laboratory analysis and the other half used for vapor screening. Appropriate quality control and assurance of samples must be implemented to minimize the loss of volatile vapors. Sampling shall follow a grid sampling plan or other approved method and include standard quality control procedures.

### **3.6 Field Screening**

Field screen soil samples at regular intervals from each borehole and test pit (where appropriate) for hydrocarbon concentrations as described below.

Soil vapor surveys (i.e. photo ionization detector, HNU) are to be used in the field to identify "hot spots", and serve as a screening tool to optimize the analyzes of representative soil samples.

### **3.7 Laboratory Analysis**

Soil samples which receive the highest field screening vapor readings must be submitted for laboratory analysis. Lab analyzes results shall be included in the assessment report.

The total number of samples submitted for lab analysis must be sufficient to fulfill necessary data requirements for mapping out contaminated soil and plumes at the site.

All samples submitted for laboratory analysis must be submitted to a Canadian Association for Laboratory Accreditation (CALA) accredited and certified laboratory.

### **3.8 Mapping**

Conduct a total station survey to tie in surrounding development, infrastructure and location of each borehole / test pit. Information to be used to establish elevation based site plans. Include specific GPS reference points for site location and identification. Geo-referencing locations to survey grade accuracy (not less than 3 cm horizontal and 5 cm vertical) using GPS instrumentation and providing the georeferenced locations in ESRI ArcGIS shape file format in UTM, NAD83 datum.

## **4. CLASSES OF COST ESTIMATES**

### **4.1 CLASS "A" ESTIMATE**

This is a detailed estimate based on quantity take-offs from final drawings and specifications. It is used to evaluate tenders or as a basis of cost control during day-labor construction.

### **4.2 CLASS "B" ESTIMATE**

This estimate is prepared after site investigations and studies have been completed and the major system designed. It is based on a Project Brief and preliminary design. It is used for obtaining approvals, budgetary control and design cost control.

### **4.3 CLASS "C" ESTIMATE**

This estimate, which is prepared with limited site information, is based on probable conditions affecting the project. It represents the summation of all identifiable project component costs. It is used for program planning, to establish a more specific definition of client needs and to obtain approval in principle.

### **4.4 CLASS "D" ESTIMATE**

This is a preliminary estimate, which, due to little or no site information, indicates the approximate magnitude of cost of the proposed project, based on the client's broad requirements. This overall cost estimate may be derived from lump sum or unit costs as identified in the construction cost manual for a sim

## **ANNEX “E” – REPORT SPECIFICATIONS**

1. Utilize the following report format in the preparation of all reports produced throughout the duration of the Standing Offer Agreement:
  - a) an executive summary
  - b) introduction / background;
  - c) methodology;
  - d) results (where possible provide tabular data in graphical format);
  - e) interpretations;
  - f) conclusions and recommendations;
  - g) references; and,
  - h) appendices
  
2. Ensure that all reports produced under the Standing Offer Agreement include any and all applicable and associated information and data, including but is not limited to:
  - a) baseline information;
  - b) description of investigative procedures employed including borehole logs, field soil screening results, laboratory test results and quality control analysis;
  - c) subcontracted services reports (i.e. geophysical surveys etc.);
  - d) laboratory test results summarized in tables with the applicable environmental quality criteria and/or standards used for the numerical comparison;
  - e) laboratory certificates of analysis;
  - f) description of the overall quality / quantity of the site data (i.e. adequate replicates; surrogate recoveries; detection limits; number of samples / media; are the data representative of site contamination?);
  - g) laboratory QA / QC results;
  - h) on-site screening test results correlated to and illustrated (i.e. tables and graphs) with the confirmatory sample results;
  - i) borehole stratigraphic logs;
  - j) well installation logs;
  - k) detailed well location descriptions (UTM, NAD83);
  - l) detailed sampling point location descriptions (UTM, NAD83);
  - m) color site photographs, referenced to site plan:
    - i. overall site layout;
    - ii. distinctive site features;
    - iii. typical site sampling location;
    - iv. typical well installation; and,
    - v. features of particular concern / interest
  - n) site maps / drawings indicating location and general layout of site:
    - i. location maps shall be of an appropriate scale, not larger than 1: 250,000;
    - ii. site drawings shall be of an appropriate scale, not larger than 1: 2,000;
    - iii. all maps, drawings etc. shall include a directional reference and scale;
    - iv. groundwater elevations, contours, directions of flow and areal extents of soil and groundwater impacts;

- v. site drawings shall indicate all sampling locations, well installations, boreholes etc., in plan and section;
- vi. site drawings shall include all existing buildings, structures, roads, trails, adits, shafts, trenches, drainages, airstrips, fences power lines, wells, disposal areas etc.;
- vii. site drawings shall indicate all former locations of dismantled, removed and buried features
- viii. site maps outlining surface water;
- ix. elevation and map views of the contaminated plume (s) of all contaminated areas, once delineated; and
- x. include features collected as points, lines or polygons (any closed surface area with 3 or more lines). For example, a contaminated site should be mapped as a polygon of the perimeter, whereas geographic features such as streams, roads and trails should be mapped as lines. and wells and storage tanks as points. Each feature collected should be given coded attributes (ST = stream, LK = lake, etc.) while in the field, predetermined as part of its intended use.
- xi. legal description and interests

**ANNEX "F" – OFFER SUBMISSION FORM**

<b>OFFER SUBMISSION FORM</b>	
<b>Offeror's full legal name</b>	
<b>Authorized Representative of Offeror for evaluation purposes (e.g., clarifications)</b>	Name
	Title
	Address
	Telephone #
	Fax #
	Email
<b>Offeror's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003] <b>[Note to Offerors: Please ensure that the PBN you provide matches the legal name under which you have submitted your Offer. If it does not, the Offeror will be determined based on the legal name provided, not based on the PBN, and the Offeror will be required to submit the PBN that matches the legal name of the Offeror.]</b>	
<b>Jurisdiction of Contract:</b> Province or territory in Canada the Offeror wishes to be the legal jurisdiction applicable to any resulting Contract (if other than as specified in solicitation)	
<b>Former Public Servants</b> See the Article in Part 2 of the RFSO entitled Former Public Servant for a definition of "Former Public Servant".	<p>Is the Offeror a FPS in receipt of a pension as defined in this solicitation? Yes ____ No ____</p> <p>If yes, provide the information required by the Article in Part 2 entitled "Former Public Servant"</p> <hr/> <p>Is the Offeror a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive? Yes ____ No ____</p> <p>If yes, provide the information required by the</p>

	Article in Part 2 entitled "Former Public Servant"
<b>Security Clearance Level of Offeror</b> [include both the level and the date it was granted] <b>[Note to Offerors: Please ensure that the security clearance matches the legal name of the Offeror. If it does not, the security clearance is not valid for the Offeror.]</b>	N/A

## **ANNEX "G": INSURANCE REQUIREMENT**

### **1. Commercial General Liability Insurance (2018-06-21) G2001C**

1.1 The Offeror must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

#### **2. The Commercial General Liability policy must include the following:**

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.  
**For the province of Quebec, send to:**

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

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

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

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

**3. Errors and Omissions Liability Insurance (2018-06-21) G2002C**

- a. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the



duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

- b. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- c. The following endorsement must be included:

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

#### **4. Automobile Liability Insurance (2018-06-21) G2020C**

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation