**RETURN BIDS TO:** 

# **RETOURNER LES** SOUMISSIONS À: Alexander.cormierhowie@sac-isc.gc.ca

#### **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

Proposal To: Indigenous Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

#### Proposition aux: Services aux Autochtones Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s).	Manitoba	
naique(5).	Instructions : See Herein Instructions: Voir aux présentes	
Comments - Commentaires	Delivery required - Livraison exigée	Delivered Offered – Livraison proposée
Ce document contient une sécurité Exigence - This document contains a Security Requirement	Vendor/firm Name and address Raison sociale et adresse du fourniss	seur/de l'entrepreneur
Vendor/Firm Name and address Raison sociale et adresse du fournisseur/de l'entrepreneur :	Facsimile No. – N° de télécopieur Telephone No. – N° de téléphone Name and title of person authoriz (type or print)- Nom et titre de la personne autorisée l'entrepreneur (taper ou écrire en cara	•
Issuing Office – Bureau de distribution Indigenous Services Canada/ Services aux Autochtones Canada	Signature	Date

Title – Suiet

1000238638

PW-22-01005103 File No. – N° de dossier

N/A

N/A

at – à

on – le F.O.B. - F.A.B.

Plant-Usine:

873-354-0959

Indigenous Services Canada (ISC)

Client Reference No. – N° référence du client

GETS Reference No. – N° de reference de SEAG

Solicitation Closes - L'invitation prend fin

Destination: 🛛

Address Inquiries to : - Adresser toutes questions à:

Destination - of Goods, Services, and Construction: Destination - des biens, services et construction :

October 3rd , 2022

Alexander.cormierhowie@sac-isc.gc.ca

Telephone No. – N° de téléphone :

Solicitation No. – N° de l'invitation

02:00 PM

SAC/ISC - RFSO for Environmental services for Manitoba Region -

N/A

Date

Other-Autre:

Tuesday August 23rd,

CCC No. / N° CCC - FMS No. / N° VME

2022

Time Zone

EDT

DY6

N/A

Fuseau horaire

Buyer Id - Id de l'acheteur

FAX No. – N° de FAX

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## PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation 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, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

#### 1.2 Summary

The Environmental Planning and Management Unit (EPM) is responsible for fulfilling the ISC environmental obligations in the Manitoba region.

The EPM Unit conducts 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.

ISC intends to establish a Standing Offer (SO) agreement with qualified Offerors 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.

## Through this competitive procurement process, ISC seeks to award up to three (3) Standing Offer Agreements (SOA).

The Offeror's Services shall be delivered on an as-and-when required basis, pursuant to one (1) or more Call-up(s).

Specific Service objectives will be contained within any resulting Call-up(s).

## 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. 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 <u>Contract Security Program</u> of Public Works and Government Services Can*ada* (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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006</u>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.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 180 days

## 2.2 Submission of Offers

Offers must be submitted only to Indigenous Service Canada (ISC) by the date, time and e-mail address indicated on page 1 of the Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by any other means to ISC will not be accepted.

#### 2.3 Former Public Servant

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

#### Definitions

For the purposes of this clause,

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

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

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

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

## Former Public Servant in Receipt of a Pension

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

- If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable: a. name of former public servant;
  - b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2019-01</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

## Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 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 Manitoba.

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

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

#### 3.1 Offer Preparation Instructions

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

Section I: Technical Offer Section II: Financial Offer Section III: Certifications Section IV: Additional Information

#### Section I: Technical Offer

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

#### Section II: Financial Offer

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

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

## **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 Canada will evaluate the offers.

## **Technical Evaluation**

An Offeror must ensure that their Offer provides sufficient evidence for Indigenous Services Canada (ISC) to assess the compliance of their Offer with the following criteria, and for their Offer to be considered by ISC as indicated in this RFSO. It is the sole responsibility of the Offeror to provide sufficient information in their Offer to enable ISC to complete its evaluation.

Selection and evaluation is based on a "rules of evidence" approach, such that the Offer is the sole demonstration of the Offeror's capacity to fulfil the work as described in this RFSO. No prior knowledge of, or experience with, the Offeror or the Offeror's work will be taken into consideration.

## 4.1.1 Mandatory Requirements

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:

- **M1** The Offeror **MUST** hold an active company membership with the Association of Engineers Geoscientists of Manitoba (EGM). Proof of membership **MUST** be provided.
- **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);
  - a detailed listing of the educational credentials for each proposed resource; and,
  - a clear indication of the total years of relevant experience accompanied by a justification.

The expectation is that these personnel are available in order to deliver the required services. Requirements of qualifications for these proposed personnel are as follow:

Personnel Category	Min. years of relevant experience *	Accreditations
Senior Project Personnel <sup>†</sup>	Ten (10) years within the last 15 years	Professional Engineer (P.Eng.) or Professional Geoscientist (P.Geo.) with EGM – Valid membership in "good standing"
Senior Field Technician	Five (5) years	Certified Technicians and Technologists Association of Manitoba (CTTAM)
Project Personnel <sup>‡</sup>	Two (2) years	Engineer-In-Training or Geoscientist-In- Training in Manitoba with EGM – 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.

<sup>†</sup> 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

<sup>‡</sup> 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 one (1) project summary for each of the following five (5) categories of work (total of 5 project summaries), describing in detail the Offeror's current/previous experiences in successfully providing similar services within the past five (5) years as outlined in the SOW:
  - 1. Environmental Site Assessments
    - Phase I ESA
    - Phase II ESA
    - Phase III ESA
    - Data Gap Analysis ESA
    - Environmental Audit
  - 2. Environmental Sampling Programs
    - Groundwater Sampling
    - Surface Water Sampling
    - Sediment Sampling
    - Wastewater Sampling
    - Drinking Water Sampling
    - Hazardous Building Assessment/Materials Sampling
    - Radon Gas Sampling
    - Indoor Air Quality Sampling
    - Human Health Risk Assessment
    - Ecological Risk Assessments
  - 3. Risk Management Plan and Remedial Action Plan
  - 4. Environmental Planning and Research Services
  - 5. Environmental Awareness

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.

Each project summary **MUST** include the following information:

- 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; and
- The method of service delivery.

Each project summary **MUST** identify if:

- The project had Indigenous involvement;
- The project took place within remote and/or northern areas of Manitoba; and,
- The project was completed within the last 5 years.

ISC reserves the right to contact the named client project authorities. Should ISC chooses to contact the project authorities and should one (1) or more named client project authorities provide a negative reference regarding the accuracy or validity of information provided in the Offer regarding the Offeror's previous work performance, ISC reserves the right to deem the Offer non-compliant, and give it no further consideration.

**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 Appendix A, Insurance Conditions.

#### 4.1.2 Format

To assist the Evaluation Team in considering the Offers, one (1) electronic copy is requested in response to the SOW. 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 complete the tasks identified in the SOW;
- A section titled "**Technical Personnel Qualifications and Experience**" which will identify the assigned project team 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 the Tasks listed in the SOW;
  - This section <u>must not</u> 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 Page 12 of - de 62

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.
- For projects with Indigenous involvement, a subsection titled "Indigenous Consideration" within the project summary must outline how your organization has worked with local First Nations and a description of their involvement in providing or delivering services similar to the tasks identified in the SOW;
- For projects completed within Manitoba, a subsection titled "Manitoba Remote/Northern Experience" within the project summary must outline how your organization worked in remote and/or northern areas of Manitoba.
- 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 A Insurance Conditions.

## 4.1.3 Rated Requirements and Criteria Description

Offers will be evaluated and point-rated against the following point-rated criteria, using the evaluation factors and weighting indicators specified for each criterion. It is the responsibility of the Offeror to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the ISC Evaluation Committee to evaluate the Offer on basis of the criteria contained within.

R#	Criteria	Full pt. <sup>(φ)</sup>
R1	Proposal Completeness and Proper Format	
1.1	Organization of proposal	
	Proposal is well structured, logical and easy to read; (1 point)	2.00
	Grammar, flow and overall clarity. (1 point)	
1.2	Format of proposal	
	Proposal includes all nine (9) components listed in Section 0 of the Technical Evaluation. (Total 9 points, <u>Deduct 1 point</u> for each missing component / incomplete	9.00
	component).	
	Total Points for Criteria # R1:	11.00
R2	Team Approach and Management	
2.1	Proposed technical methodologies	
	The proposed methodologies for the five (5) Tasks listed on the SOW: (2 points for each criteria below, total 6 points for each proposed methodology, equivalent to total 30 points for all five (5) methodologies)	30.00
	<ul> <li>Demonstrates an understanding of the project goals, objectives and the technical aspects of the project; (2 points)</li> </ul>	
	- Indicates wise selection and allocation of resources; (2 points)	

R#	Criteria	Full pt. <sup>(φ)</sup>
	- Shows understanding and knowledge of federal requirements associated with each service and associated sub-services. (2 points)	
2.2	Effective project management	
	Propose Project Team Structure that identifies key groups, roles and responsibilities; <b>(1 point)</b>	1.00
	Provide organization chart that indicates reporting relationships and flow of communication; (1 point)	1.00
	Overall Project Team Structure and Organization chart demonstrates wise selection and allocation of resources; <b>(2 points)</b>	2.00
	Provide an overall delivery schedule with critical milestones; (1 point)	1.00
	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 points each, total 16 points)</b>	
	<ul> <li>The firm's approach to responding to the individual call-ups;</li> <li>Quality control techniques;</li> </ul>	
	<ul> <li>Budget control techniques;</li> <li>Schedule control techniques;</li> </ul>	40.00
	<ul> <li>Schedule control techniques,</li> <li>Project risk management techniques;</li> </ul>	16.00
	- Conflict resolution techniques;	
	- Company's health and safety management system; and	
	- Project management approach in relation to remote First Nation communities.	
	Total Points for Criteria # R2:	51.00
R3	Technical Personnel Qualifications and Experience <sup>(*)</sup>	51.00
3.1	-	
	Qualifications	
	Qualifications Detailed Curriculum Vitae (CV) for each assessed Technical Personnel (i.e. Senior Project Personnel, Senior Field Technician and Project Personnel) with the following qualifications: (1 point for each criteria below, total 3 points for each proposed Personnel, equivalent to total 18 points for all six (6) proposed personnel)	
	Detailed Curriculum Vitae (CV) for each assessed Technical Personnel (i.e. Senior Project Personnel, Senior Field Technician and Project Personnel) with the following qualifications: (1 point for each criteria below, total 3 points for each proposed	
	Detailed Curriculum Vitae (CV) for each assessed Technical Personnel (i.e. Senior Project Personnel, Senior Field Technician and Project Personnel) with the following qualifications: (1 point for each criteria below, total 3 points for each proposed Personnel, equivalent to total 18 points for all six (6) proposed personnel) - Post-Secondary Educational Background in Hydrogeology/Geology/other	18.00
	<ul> <li>Detailed Curriculum Vitae (CV) for each assessed Technical Personnel (i.e. Senior Project Personnel, Senior Field Technician and Project Personnel) with the following qualifications: (1 point for each criteria below, total 3 points for each proposed Personnel, equivalent to total 18 points for all six (6) proposed personnel)</li> <li>Post-Secondary Educational Background in Hydrogeology/Geology/other Environmental Science disciplines;</li> <li>Professional accreditations other than those required in M2 Mandatory Requirements, provided with proof and description of how it relates to the performance of the Tasks required in the SOW. (0 points if description</li> </ul>	18.00

R#	Criteria				Full pt. <sup>(φ)</sup>	
	Detailed Curriculum Vitae (CV) for each assessed Technical Personnel (i.e. Senior Project Personnel, Senior Field Technician and Project Personnel). The following information will be evaluated using the criteria specified below:					
	<ol> <li>Description of max. three (3) past completed project(s), indicating the corresponding roles and added value to the project, that demonstrates: (2 points for each criteria below, total 8 points for each proposed Personnel, equivalent to 48 points for all six (6) proposed personnel)</li> </ol>					
	<ul> <li>Personnel's ability to take a leadership (applicable for Senior roles), or assistantship (applicable for Project Personnel) role;</li> </ul>					
		nnel have the technical knowledge r e services required in the SOW;	equired in	completing Tasks and		
	• Manag	ge and work with multidisciplinary te	ams; and			
		to work with various levels of gover unities.	nment and	l with First Nations		
		additional years of relevant experier sing the parameters below: <b>(Maximu</b>				
	Number	of Additional Years of RE = Total	yrs. of RE	– Min. yrs. of RE		
		Number of Additional Years of RE	Point(s)			
		>10	4		4.00	
		5-9	3		1.00	
		2-4	2			
		1	1			
	total years of r	of each assessed Technical Person elevant experience along with a just a <b>not provided)</b>				
	Remarks:					
	<b>RE</b> = Relev	ant Experience				
	<b>Total # yrs of RE</b> = Total number of years of relevant experience for all Technical Personnel listed within the Project Proposal.					
	<b>Min. yrs. of RE</b> = Total number of minimum years of relevant experience under the Mandatory Requirement M2 (A total of 34 yrs. for all 6 Technical Personnel).					
			Total P	oints for Criteria # R3:	70.00	
R4	Firm's Experience and	d Expertise				
4.1	Experience, registration	and satisfactory performance				

R#	Criteria	Full pt. (			
	Five (5) project summaries required under the Mandatory Requirements M3, evaluated based on the following <sup>(†)</sup> : <b>(2 points for each criteria below, total 12 points, equivalent to total 60 points for all five (5) project summaries)</b>				
	<ul> <li><u>Design</u>: Understands the project objectives and constraints, appropriateness and effectiveness of concept in providing for functional and technical requirements;</li> </ul>				
	- Quality of Results: Comprehensiveness, Completeness, QA/QC, and Co-ordination	60.00			
	<ul> <li>Management: Leadership, efficiency, responsiveness and understanding of roles and responsibilities;</li> </ul>				
	<ul> <li><u>Time</u>: Timely and accurate progress reporting, On-schedule delivery of services in every stage;</li> </ul>				
	<ul> <li><u>Cost</u>: Management of the design development within cost plan, implement budget control monitoring techniques.</li> <li><u>Current</u>: Projects described have been completed within the last 5 years.</li> </ul>				
	Overall, the Bidder demonstrates: (10 points each, total 30 points)				
	<ul> <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> </ul>				
	<ul> <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> </ul>	30.00			
	<ul> <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>				
	Total Points for Criteria # R4:	90.00			
R5	Indigenous Consideration				
	5				
5.1	Indigenous Participation in previous work (Summary)				
-					
-	Indigenous Participation in previous work (Summary) Provide one (1) summary of previous work conducted that involved First Nations				
-	Indigenous Participation in previous work (Summary) Provide one (1) summary of previous work conducted that involved First Nations participation, that include the following information:	8.00			
-	<ul> <li>Indigenous Participation in previous work (Summary)</li> <li>Provide one (1) summary of previous work conducted that involved First Nations participation, that include the following information:         <ul> <li>Name of the First Nation / First Nation business engaged; (1 point)</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</li> </ul> </li> </ul>	8.00			
-	<ul> <li>Indigenous Participation in previous work (Summary)</li> <li>Provide one (1) summary of previous work conducted that involved First Nations participation, that include the following information:         <ul> <li>Name of the First Nation / First Nation business engaged; (1 point)</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; (1 point)</li> <li>A description of the results observed for the engaged First Nation (and/or First Nation Organization) – Results should highlight employment opportunities, skills transferred</li> </ul> </li> </ul>	8.00			
-	<ul> <li>Indigenous Participation in previous work (Summary)</li> <li>Provide one (1) summary of previous work conducted that involved First Nations participation, that include the following information:         <ul> <li>Name of the First Nation / First Nation business engaged; (1 point)</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; (1 point)</li> <li>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. (6 point)</li> </ul> </li> <li>Summary demonstrates how aboriginal hiring and training will be incorporated into work</li> </ul>				
-	<ul> <li>Indigenous Participation in previous work (Summary)</li> <li>Provide one (1) summary of previous work conducted that involved First Nations participation, that include the following information:         <ul> <li>Name of the First Nation / First Nation business engaged; (1 point)</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; (1 point)</li> <li>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. (6 point)</li> </ul> </li> <li>Summary demonstrates how aboriginal hiring and training will be incorporated into work activities; (6 point)</li> </ul>	6.00			

R#	Criteria	Full pt. <sup>(φ)</sup>
	Provide one (1) summary of a previous project that involved remote and/or northern work within Manitoba, that include the following information:	
	<ul> <li>Name of the remote/northern community, municipality, township, and/or city where project activities took place; (1 point)</li> </ul>	6.00
	<ul> <li>Modifications/adjustments required due to the project's remote/northern location; (2 points)</li> </ul>	6.00
	<ul> <li>A description of the project results; highlighting challenges, recommendations and outcomes. (3 points)</li> </ul>	
	Total Points for Criteria # R6:	6.00
	Total Technical Weight / Score:	248.00

Remarks:

<sup>(n)</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>(1)</sup> If consultant provides more than 6 candidates, the candidates with the highest # years of relevant experience will be evaluated;

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

(\*) 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 1 to 5 listed above plus a pass mark of **70%** (*equivalent to* **173** *points* / **248** *points*) 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.

#### 4.1.4 Financial Evaluation

#### **Financial Evaluation Procedure**

The Financial Evaluation will be carried out by the Contracting Authority independent of the ISC Evaluation Commission responsible for rating the Technical Offer. Financial Offers will be evaluated based on the methodology detailed below.

a) Failure on the part of the Offeror to provide the information required within the below Financial Table, will result in ISC deeming the Offer to be non-compliant, with the Offer being given no further consideration.

#### **Financial Tables**

Initial Period:	RFSO Award to March 31, 2025 inclusive
Optional Year 4:	April 1, 2025 to March 31, 2026 inclusive
Optional Year 5:	April 1, 2026 to March 31, 2027 inclusive

	Per-hour Rate	Per-hour Rate	Per-hour Rate	Average Per-
Personnel Category	(Initial Period)	(Option 1)	(Option 2)	hour Rate
	(A)	(B)	(C)	(D) = [(A+B+C)/3]

P1. Senior Project Personnel				
P2. Senior Field Technician				
P3. Project Personnel				
Overall Average Per-hour Rate	(E)			
E = (Sum of Column D in P1, P2 & P3) / 3				

- b) The Offeror **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, timesheets, travel coordination, reporting, and other ancillary services to administer the SOA and any Call-ups, etc.) disbursements, profits, and any other costs required for the Offeror to complete the work under any resultant Call-up of any awarded Standing Offer Agreement. Note: the fixed all-inclusive hourly rates must not be quoted as a range.
- c) Full financial score will be awarded to the Offer with the lowest total estimated cost (cell E in the Financial Tables). Fewer points will be awarded to all other offers based on the percentage differential of their lowest total estimated cost from that of the Offer with the lowest, as follows:

2.0 Financial	Lowest Overall Per-hour Rate	- V 20 pointo
Score =	The Offer's Overall Per-hour Rate	– X 30 points

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."

## 4.1.5 Basis of Selection

Only the offers that have met all Mandatory Requirements and meeting that minimum pass marks on the Rated Requirements will be deemed as **responsive**.

## 1 Highest Combined Rating of Technical 85% and Financial 15%

To arrive at an overall score achieved by an Offeror, the Technical Evaluation will be valued at 85% of the Offer and the Financial Evaluation will be valued at 15% of the Offer. The Offeror(s) will be selected on the basis of the highest responsive combined rating for Technical and Financial. The weighted Technical and Financial scores will be calculated as follows:

## Weighted Technical Score = (Technical Score/248 points) x 85

Weighted Financial Score = (Financial Score/30 points) x 15

The Offeror's Overall Score will be:

## Overall Score (out of 100) = Weighted Technical Score + Weighted Financial Score

Awards will be made to the Offeror(s) representing Best Value. Best Value will be defined as the highest Overall Score, i.e. the highest ranked responsive Offer would be considered to represent Best Value.

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

#### 2 SOA Value Allocation-Proportional Basis

The offers with the highest three (3) Overall Scores will be recommended for award of SOAs, based on the following value allocation rules for the Initial Period: **Standing Offer Award from RFSO award to March 31, 2025 inclusive**.

#### \*\*\*\*The estimated call-up yearly value is \$375,000.00

Highest Ranked Offeror	(38%) applicable taxes included
Second Highest Ranked Offeror	(34%) applicable taxes included
Third Highest Ranked Offeror	(28%) applicable taxes included

Where there are only two (2) responsive Offers, they will be deemed as the highest ranked Offeror and second highest ranked Offeror.

Highest Ranked Offeror	(55%) applicable taxes included
Second Highest Ranked Offeror	(45%) applicable taxes included

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

Highest Ranked Offeror (100%) applicable taxes included		
	Highest Ranked Offeror	(100%)applicable taxes included

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

## 5.1 Certifications Required with the Offer

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

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

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

#### 6.1 Security Requirements

#### SECURITY CLAUSES: 1000238638

- Pursuant to the Policy on Government Security, the nature of the services to be provided under this contract requires a valid Government of Canada (GoC) personnel Security Screening at the level of **Reliability Status** for the Contractor, authorized resources and any sub-contractors to be assigned to conduct the work.
- 2. Prior to the commencement of the work, the Contractor and each authorized resources involved in the performance of the work under this contract must each hold a valid Security Screening at the level of **Reliability Status** during the lifetime of the contract.
- 3. The Contractor and its personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid Security Screening at the level of **Reliability Status**.
- 4. The Contractor MUST NOT possess or safeguard **PROTECTED** information/assets at their organization's premises until written permission from the security in contracting team of Indigenous Services Canada (ISC). After permission has been granted, these tasks may be performed up to the level of **Protected B**.
- 5. The Contractor MUST NOT remove any **Sensitive** information from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restrictions.
- The Contractor MUST NOT utilize its Information Technology (IT) systems to electronically process, produce or store any sensitive information until written permission from the security in contracting team of ISC. After permission has been granted, these tasks may be performed up to the level of Protected B.
- 7. Subcontracts are not to be awarded without the prior written permission from the security in contracting team of ISC.
- 8. Any substitute or alternate resource proposed for this contract:
- a) must be approved by the Security and Emergency Services Divisions of Indigenous Services Canada; and,

b) must hold a valid GoC Security Screening at the level of **Reliability Status**, before gaining access to designated information or assets.

- 9. Under this contract, if a Contractor submits a resource who is subsequently found to not meet the Security requirements, the Department may immediately terminate the contract with no obligation to replace the resource with a resource from the same Contractor or to pay any invoice for work undertaken by this resource.
- 10. This contract only has force or effect for as long as the Security Screening at the level of **Reliability** Status is valid. During the lifetime of this contract, if the Security Screening issued prior to the commencement of the work, be suspended or revoked the contract shall be terminated immediately and the Contractor shall have no claim against Her Majesty or the Minister as a result of the termination. The Contractor shall be paid for satisfactory work performed up to the time of termination pursuant to the terms of the Contract.
- 11. The Contractor must comply with the provisions of the:

- a)
- Security Requirements Agreement, attached as Annex E; and Policy on Government Security <u>https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=16578</u> b)

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

#### A. STANDING OFFER

#### 7.1 Offer

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

#### 7.2 Security Requirements

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

#### 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

<u>2005</u> 2017-06-21, General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from Award to March 31, 2025.

#### 7.4.2 Extension

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2, 1 year 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 5 days 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: Alexander Cormier Howie Title: Senior Procurement Officer Indigenous Service Canada Materiel and Assets Management Directorate Address: 10 rue Wellington, Gatineau, QC, K1A 0H4

Telephone: 873-354-0959 E-mail address: <u>alexander.cormierhowie@sac-isc.gc.ca</u>

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

The Project Authority for the Standing Offer is:

Name:	
Title:	
Organization: Address:	

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

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

#### 7.5.3 Offeror's Representative

Name:	 
Title:	 _
Organization:	
Address:	

Telephone: \_\_\_\_- \_ \_\_\_\_-Facsimile: \_\_\_\_- \_ \_\_\_\_-

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

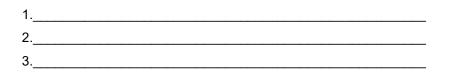
By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure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

#### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: CIRNAC.

## 7.8 Call-up Procedures Ranking and Methodology for Standing Offers – Proportional Basis.

Standing Offer Ranking is as follows:



#### 7.9 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 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

- 1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 2. Any of the following forms could be used which are available through <u>PWGSC Forms Catalogue</u> website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

- 3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

#### 7.10 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 <u>2005</u> 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;

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- g) Annex D, COVID-19 VACCINATION REQUIREMENT CERTIFICATION
- h) Annex E, Security Requirements Agreement
- i) the Offeror's offer dated \_\_\_\_\_

#### 7.11 Certifications and Additional Information

#### 7.11.1 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.

#### 7.12 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 Manitoba.

#### 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

<u>2010B</u> 2020-05-28, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Indigenous Service Canada (ISC); and
- b) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery."

c) Section 10, Subsection 2, paragraph a. is amended as follows:

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

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

d) Insert: "2010B 36 (2018-05-10) Liability

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

#### 7.2.2 Supplemental General Conditions – Personal Information

4008 (2008-12-12), 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 from date of Contract to \_\_\_\_\_ inclusive

#### 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2019-01</u> of the Treasury Board Secretariat of Canada.

#### 7.5 Payment

#### 7.5.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at annex \_\_\_\_\_, to a limitation of expenditure of **\$\_\_\_\_\_**. Customs duties are excluded and Applicable Taxes are extra.

#### 7.5.2 Limitation of Price

SACC Manual clause <u>C6000C</u> 2017-08-17 Limitation of Price

#### 7.5.3 Electronic Payment of Invoices

The method of invoice payment by Indigenous Service Canada is by direct deposit to the Contractor's financial institution of choice.

#### 7.6 Invoicing Instructions

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

#### ANNEX "A"

#### STATEMENT OF WORK

## 1. TITLE

1.1. Environmental services for Manitoba Region – Indigenous Services Canada (ISC)

## 2. Background

- 2.1. The Environmental Planning and Management Unit (EPM) is responsible for fulfilling the ISC environmental obligations in the Manitoba region.
- 2.2. The EPM Unit conducts 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.

## 3. Objectives

3.1. ISC intends to establish a Standing Offer (SO) agreement with qualified Offerors 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.

#### 4. Scope of Work

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

#### 4.1. Task 1: Environmental Site Assessments

4.1.1. The consultant is to undertake various types of Environmental Site Assessments (ESA) upon each call-up, the call-up may consist of either a single or combination of the following types of ESAs:

## 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 consultant is to make every effort in conducting field reconnaissance activities before snow cover.

## 2. Phase II ESA

- In accordance with the latest version of the CSA Z769-00 Phase II Environmental Site Assessment;
- The consultant must make every effort to conduct field reconnaissance prior to snowfall.

- The site must be classified in accordance with the definitions and methodologies outlined in the CCME National Classification System for Contaminated Sites (NCSCS) Guidance Document.
  - If there are exceedances, the consultant must complete the NCSCS worksheets.
  - The NCSCS scoring selection must include all references and rational in full detail and sufficient data must be collected to ensure a full classification of the Site (i.e. no Class INS).
  - For sites exceeding CCME standards or applicable guidelines, the consultant must complete the Federal Contaminated Sites *Site Closure Tool* spreadsheet.
  - For sites not exceeding CCME standards or applicable guidelines, the consultant must complete a *Record of Site Management and Closure*.

## 3. Phase III ESA

- In accordance with the requirements for "Step 5- Detailed Testing Program" in "A Federal Approach to Contaminated Sites.";
- The consultant must make every effort to conduct field reconnaissance prior to snowfall.
- The site must be classified in accordance with the definitions and methodologies outlined in the CCME National Classification System for Contaminated Sites (NCSCS) Guidance Document.
  - If there are exceedances, the consultant must complete the NCSCS worksheets.
  - The NCSCS scoring selection must include all references and rational in full detail and sufficient data must be collected to ensure a full classification of the Site (i.e. no Class INS).
  - For sites exceeding CCME standards or applicable guidelines, the consultant must complete the Federal Contaminated Sites Site Closure Tool spreadsheet.
  - For sites not exceeding CCME standards or applicable guidelines, the consultant must complete a Record of Site Management and Closure.

## 4. Data Gap Analysis ESA

- A Data Gap Analysis involves 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 consultant 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).

#### 5. Environmental Audit

- In accordance with the latest version of the CSA's "Z773-17 Environmental Compliance Auditing" and/or CSA "Z751: 1994 Guideline for Environmental Auditing."
- 4.1.2. The consultant must review information provided by ISC that is relevant to the site to ensure completeness of material. The consultant is to seek clarification or additional information if required;
- 4.1.3. The consultant must contact Chief and Council or 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. Record the names of those interviewed and qualifications/relationship to the site being reviewed;
- 4.1.4. 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.
- 4.1.5. All reporting is to be organized on a site by site basis. Breakdown of costs, 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 "Appendix B Additional Task Guidelines;"
- 4.1.6. The consultant must submit draft report(s) for ISC review. Upon completion and acceptance, the consultant 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 Appendix C Report Specifications;

In addition to the draft and final Phase I ESA reports, the consultant is to draft and finalize the Appendix D and E (Refer to Attachment A&B for a sample template). The Appendix D and E documents are to be provided under separate cover upon the submission of the draft Phase I ESA report. Pending the comments, recommendations for a follow-up draft submission may be requested.

- 4.1.7. Within the draft and final report, the consultant must provide a detailed record of the site visit, referenced at 4.1.3, including, but not limited to:
  - Photographs;

- Drone or Video Imagery;
- Maps;
- Diagrams;
- Notes on site Specific Observations.
- Interview questionnaires or checklists (where applicable)
- 4.1.8. Copies of all documentation obtained (including items identified in 4.1.7) during the project implementation are to be included as appendices of the report;
- 4.1.9. 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 consultant must develop a work plan and a cost estimate to prevent further impact.

## 4.2. Task 2: Environmental Sampling Programs

- 4.2.1. Review required information provided by ISC that is relevant to the site to ensure completeness of material and seek clarification or additional information if required;
- 4.2.2. Undertake the following types of Site Sampling Programs in accordance with federal and provincial regulations and policy documents including but not limited to:
  - Groundwater Sampling
    - $\circ$  In accordance to the latest version of:
      - the "Guidance Manual for Environmental Site Characterization in Support of Environmental and Human Health Risk Assessment" (Volume 1 to 4). Developed by Canadian Council of Ministers of the Environment (CCME).
      - the "Canadian Environmental Quality Guidelines", developed by CCME.
      - the "Canadian Groundwater Quality Guidelines for Use at Contaminated Sites", developed by CCME.
      - The "Canadian Water Quality Guidelines for the Protection of Aquatic Life", developed by CCME.
  - Surface Water Sampling
    - In accordance to the latest version of:
      - the "Guidance Manual for Environmental Site Characterization in Support of Environmental and Human Health Risk Assessment" (Volume 1 to 4). Developed by CCME.
      - the "Canadian Environmental Quality Guidelines", developed by CCME.
  - Sediment Sampling
    - In accordance to the latest version of:
      - the "Guidance Manual for Environmental Site Characterization in Support of Environmental and Human Health Risk Assessment" (Volume 1 to 4). Developed by CCME.

- the "Canadian Environmental Quality Guidelines", developed by CCME.
- The "Canada-Wide Standards for Petroleum Hydrocarbons (PHC) in Soil", developed by CCME.
- Wastewater Sampling
  - The latest version of the "Protocol for Centralized Wastewater Systems in First Nation Communities."
- Drinking Water Sampling
  - In accordance to the latest version of:
    - the "Protocol for Centralized Drinking Water Systems in First Nations Communities."
    - the "Guidelines for Canadian Drinking Water Quality", developed by Health Canada.
    - the "Canadian Environmental Quality Guidelines", developed by CCME.
    - the "Canadian Soil Screening Values for PFAS", developed by Health Canada.
- Hazardous Building Assessment/Materials Sampling
  - The latest version of the "Canada Occupational Health and Safety Regulations (SOR/86-304)."
- Radon Gas Sampling
  - The latest version of the Health Canada "Guide for Radon Measurements in Public Buildings;"
- Indoor Air Quality Sampling
  - In accordance 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."
- Mould Assessment
  - In accordance the latest version of:
    - The "Guidelines for Investigation, Assessment & Remediation of Mould in Workplaces." Developed by Safe Work Manitoba.
- Human Health 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)"; and

- The "Federal Contaminated Sites Risk Assessment in Canada, Part V: guidance on Human Health Detailed Quantitative Risk Assessment for Chemicals (DQRA)."
- Ecological Risk Assessments
  - In accordance to the latest version of:
    - The "Ecological Risk Assessment Guidance Document". Developed by CCME.
- 4.2.3 The consultant 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;
- 4.2.4 The consultant is to contact the Chief and Council or 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);
- 4.2.5 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 consultant must develop a work plan and cost estimate to prevent further impact;
- 4.2.6 The consultant must dispose of any generated tailings, purge water and/or wastes generating by activities at an appropriate disposal or treatment facility. All intrusive sampling location must be appropriately decommissioned and backfilled when no longer used;
- 4.2.7 All information is to be organized on a site by site basis. Breakdown of costs and reporting are to be addressed individually;
- 4.2.8 The consultant 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 Appendix C. 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 NCSCS or as identified by ISC;
  - Estimated volume of impacted soil and/or water;
  - A Preliminary Class C Cost Estimate to remediate the site.
- 4.2.9 Upon completion and acceptance of the draft report by ISC, the consultant must issue a final report. The final report is to incorporate edits, comments and further recommendations (if applicable).

## 4.3 Task 3: Risk Management Plan and Remedial Action Plan

- 4.3.1 The consultant 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). The RMP/RAP will identify any data gaps, review and provide a minimum of three (3) options (that include cost estimates for implementation) addressing the contamination and provide a recommended option which would meet ISC requirements (as identified in the specific call-up);
- 4.3.2 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 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 structure where applicable.
- 4.3.3 Evaluate and compare alternative options on the basis of:
  - Implementation costs and time requirements;
  - Invasiveness;
  - Use of proven technology;
  - Climate change;
  - 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.
- 4.3.4 The consultant must provide information on a site by site basis, including breakdown of expenditures, even if multiple sites are addressed in a project;

- 4.3.5 The consultant is to review any pertinent information and will identify any data gaps. If a data gap is identified, the consultant will develop a proposal to address it/them.
- 4.3.6 The consultant is to review and analyze information obtained and draft a report as per the requirements stipulated in Appendix B Section 2;
- 4.3.7 The consultant 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 Appendix C. 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 NCSCS or as identified by ISC;
  - Estimated volume of impacted soil, sediment, and/or water; and,
  - A preliminary **Class B Cost Estimate** to remediate the site.
- 4.3.8 Upon completion and acceptance of the draft report by ISC, the consultant must issue a final report. The final report is to incorporate edits, comments and further recommendations (if applicable);

### 4.4 Task 4: Environmental Planning and Research Services

- 4.4.1 The consultant 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;
- 4.4.2 The consultant is to perform a minimum of 40 hours 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, Wastewater, Climate Change, Green Energy;
  - Conducting Environmental Impact Assessments as per the Impact Assessment Act or Environmental Reviews as required by ISC;
  - Solid Waste Management Planning;
  - Watershed Management Planning;
  - Species at Risk Population and Habitat Studies;
  - Renewable Energy Feasibility Studies;
  - Conducting third party assessments and evaluation options;
  - Mapping or acquiring mapping data;
  - Conducting studies on sustainable technologies and comparing/contrasting to other works;
  - Other services related to environmental, lands and resource planning and management.

- 4.4.3 Pending the specific call-up requirements, the consultant is to coordinate a maximum of two staff (staff assigned **MUST** demonstrate previous experience/expertise in the subject matter) to conduct a minimum of 40 hours of literature research regarding subject matter identified in the call-up;
- 4.4.4 The consultant 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;
- 4.4.5 Upon completion and acceptance of the draft report by ISC, the consultant must issue a final report. The final report is to incorporate edits, comments and further recommendations (if applicable).

### 4.5 Task 5: Environmental Awareness

- 4.5.1 The consultant 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.
- 4.5.2 The consultant is to perform a minimum of 40 hours 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;
  - Conducting environmental capacity development programs;
  - Coordinating and delivering training sessions;
  - Drafting and distributing communication materials (posters, brochures, etc.);
  - Coordination of an environmental awareness session in Winnipeg or on reserve land.
- 4.5.3 The consultant 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 consultant will budget for the presentation in Winnipeg or as determined in the callup. The presentation is to be completed before final documents are developed;
- 4.5.4 If the project requires First Nation involvement, the consultant must coordinate with ISC to determine a First Nation contact and coordinate delivery of the Environmental Awareness project;
- 4.5.5 Pending the specific requirements of the call-up, the consultant may be required to obtain documents such as, but are not limited to:
  - Previous Environmental Site Assessment reports;
  - Historical Aerial Photo Images;
  - Historical or Active Land Titles;
  - Maps or Plans of Survey;
  - Lidar Data;

- 4.5.6 Pending the specific call-up requirements, the consultant is to coordinate a maximum of two staff (staff assigned **MUST** demonstrate previous experience/expertise in the subject matter) to conduct a minimum of 40 hours of literature research regarding subject matter identified in the call-up;
- 4.5.7 Pending the specific requirements of the call-up, the consultant may be required to work with other organizations to review and deliver environmental awareness. Organizations include, but are not limited to:
  - Producer Responsibility Organizations;
  - Green Action Centre;
  - University of Manitoba, University of Winnipeg, Red River College/other academia;
  - Non-for-profit Organizations;
  - Tribal Councils and other Indigenous Organizations;
  - Various levels of provincial and federal governments;

### 5 Output/Deliverable

### 5.1Tasks 1, 2 and 3:

- 5.1.1 The consultant **MUST**:
  - 5.1.1.1 Submit one (1) electronic copy (pdf format) of each draft report to the ISC representative in accordance with the submission dates specified in each individual call up;
  - 5.1.1.2 Submit one (1) electronic copy (PDF format) of each final report to the ISC representative in accordance with the submission dates specified in each individual call up;

### 5.2Tasks 4 and 5:

- 5.2.1 The consultant **MUST**:
  - 5.2.1.1 Provide a plain language report summarizing the activities undertaken.
  - 5.2.1.2 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.

### 6 Location of Work

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

Access to ISC office locations is not required to perform the work. The consultant 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 SO.

### 7 Travel

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

### 8 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 consultant only with the express and prior written approval from ISC.

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

ISC also reserves the right to direct the consultant to undertake replacements of his or her personnel (or any sub-contractors) on as as-and-when-required basis, should deployed consultant'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 consultant shall provide 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 SO, each of the new resource(s) must meet the Mandatory Requirement and also the recalculation of Point-Rated Technical Criteria R2 and R3 must each achieve 60% of the points available, as identified in in the Part 4 of the original Request for Standing Offer (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 consultant 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 SO 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 SO. If the consultant is required to provide substitute or replacement Resources, the consultant 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 consultant.

In any event that the consultant 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 consultant.

### 9 Departmental Support

**9.1**The Project Authority will:

- **9.1.1** Provide the consultant with project specific requirements within the bounds of this agreement in the form of an unsigned "Call-up Against a Standing Offer" document;
- **9.1.2** Review the consultants' proposal(s) and provide the consultant with written notification of rejection, or requested modifications within fifteen (15) days following receipt of the consultant's written proposal;
- **9.1.3** Meet with the consultant within five (5) days following award of call-up to review scope of work and develop a preliminary workplan;
- **9.1.4** Electronic copies of National Topographic Series (NTS) Sheets (1:50,000 Scale), or mutually agreed to equivalent, that depicts the location and boundaries of identified sites when required or available;
- 9.1.5 Review and feedback of draft reports ten (10) days after receipt of the draft report;
- **9.1.6** Provide contact information for a First Nation representative when required;
- **9.1.7** Provide any supplementary information that ISC might have on file for the identified sites; and
- **9.1.8** Provide any additional feedback, as and when required, to clarify areas of ambiguity related to the location or boundaries of identified sites.

### **10** Consultant's Proposal

The consultant's proposal, dated, insofar as it is not at variance with anything contained in the contract document, shall apply to and form part of the contract.

### ANNEX "B"

### **BASIS OF PAYMENT**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work as determined in Annex – "A" – Statement of Work; to a limitation of expenditure of \$\_\_\_\_\_.

	Per-Hour Rate	otion Period 2: April Per-Hour Rate	Per-Hour Rate	Average Hour Ra
Category of Personnel	Initial Period	Option Period 1	Option Period 2	
Senior Project Personnel	\$	\$	\$	\$
Senior Field Technician	\$	\$	\$	\$
Project Personnel	\$	\$	\$	\$
Total Estimated Initial Contract Cost:				

### ANNEX "C"

### SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat 1000238638 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 - INFORMATIO	ON CONTRACTUELLE			
1. Branch / Sector / Directorate / Region / Direction générale / Secteur / Direction / Région	2. Contract type / Type de contrat			
Environement Planning and Management Unit, Land and Environment Directorate, Isc, MB Region	Non-Competitive / Non-compétifiif Competitive Type : Type :	/ Compétitif	M	
3. Brief Description of Work / Brève description du travail				
To obtain Environmental Site Reviews, Site Sampling Programs, Risk Management and Re	amediation Planning, Environmental Planning Services, Environmental Awarenes	s Services on an	as nee	ded basis
4. Contract Amount / Montant du contrat 375.000,00 \$	6. Company Name and Address (for non-competitive cont adresse de la compagnie (pour les contrats non-compétiti			t
5. Contract Start and End date / Date de début et de fin du contrat			,	
Contract Award to / au March 31, 2025 (+2 option years)				
7. Will the supplier require / Le fournisseur aura-t-il :				
7.1 access to PROTECTED and/or CLASSIFIED information accès à des renseignements ou à des biens désignés PR		No Non		Yes Oui
7.2 an access card to AANDC premises? besoin d'une carte d'accès aux bureaux d'AADNC?		No Non		Yes Oui
7.3 access to the departmental computer network? accès au réseau informatique du Ministère?		No Non		Yes Oui
(If the answer is <i>No</i> 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 – M	ESURES DE PROTECTION À L'EXTÉRIEUR (COMPAGNIE	Ξ)		
PHYSICAL INFORMATION / ASSETS / RENSEIGNEMENTS	MATÉRIELS / BIENS			
<ol> <li>Will the supplier be required to receive/store PROTECTED and/o Le fournisseur sera-t-il tenu de recevoir /entreposer sur place des</li> </ol>		No Non		Yes Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT REL	ATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)			
9.1 Will the supplier be required to use its computers, portable medi information?	a, or IT systems to electronically process/store sensitive	No Non	$\square$	Yes Oui
Le fournisseur sera-t-il tenu d'utiliser ses propres ordinateurs, m électroniquement des renseignements sensibles?	iédias portatifs ou systèmes TI pour traiter/stocker			
9.2 Will the supplier be required to electronically transmit sensitive i Le fournisseur sera-t-il requis de transmettre électroniquement o d'autres parties?		No Non		Yes Oui
If yes, specify: / Si oui, spécifiez :				
a) Email transmission / Transmission par courrier électronique	e :	No Non	X	Yes Oui
b) Other transmission (Secure FTP, Collaboration, etc) / Autro	e transmission (FTP sécurisé, collaboration, etc) :	No Non	$\square$	Yes Oui
c) Remote access required to AANDC network (VPN, Citrix) / (VPN, Citrix) :	Besoin de connexion à distance au réseau d'AADNC	No Non		Yes Oui
9.3 Will the supplier be required to safeguard COMSEC* information Le fournisseur sera-t-il tenu de protéger des renseignements ou		No Non		Yes Oui
<ul> <li>* Handling equipment and measures for secure transmission and e mesures sécuritaires pour fin de transmission et émissions (crypt</li> </ul>		'équipement	et des	S

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10. SUMMARY CHART / TABLEAU RÉCAPITULATIF						1000238638 Unclassified			
	Please refer to guestion :		PROTECTED / PROTÉGÉ				CLASSIFIED / CLASSIFIÉ		
	Category Catégorie	Veuillez vous référer à la question :	А	В	С	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	
	Information /Assets Renseignements/Biens	7.1	Х	X					
	Information /Assets (off site) Renseignements/Biens (extérieur)	8	Х	Х					
	IT Information /Assets (off site) Renseignements/Biens TI (extérieur)	9.1	x	x					
	IT Transmission – e-mail Transmission TI - courriel	9.2 a)	х	x					
	IT Transmission – other Transmission TI - autre	9.2 b)	x	X					
	Remote Access to Network Connexion à distance au réseau	9.2 c)							
	COMSEC	9.3							
PAR	PART C – PERSONNEL / PARTIE C – PERSONNEL								
	11.1 Personnel Security Screening Level Required: Niveau d'enquête de la sécurité du personnel requis :       N/A / Non requis       Reliability/ Fiabilité       Confidential/ Confidential       Secret       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?									
12. Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No Oui Yes Oui									

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Government Gouvernement du Canada

Contract Number / Numéro du contrat 1000238638 Security Classification / Classification de sécurité Unclassified

PART D - AUTHORIZATION / PART		RISATION				
13. Organization Project Authority / C Name (print) – Nom (en lettres moulé	hargé de proj	STREET CONTRACTOR		Signature	Defails gang by stores arrays at 2010-0-00, 00-00-000, 00-00-000, 00-00	
Emmanuel Atiomo		Manager, Environmental Pl	anning and Management	atiomo,	emmanue	
		No N° de télécopieur E-mail address – Adres			Date 2022/03/31	
204-792-7211	204-983-2	enimalitiei.auomo@sac-isc.		.gc.ca		
14. Organization Security Authority /	Responsable	de la sécurité de l'organis	me			
Name (print) – Nom (en lettres moulé	es)	Title - Titre		Signature		
Josianne Richer		Contract Security Officer		Richer, J	Osianne Digitally signed by Richer, Josianne Date: 2022.05.04 10:32:05-04'00'	
Telephone No. – N° de téléphone 343-550-3689	Facsimile N	No N° de télécopieur	E-mail address – Adresse courriel		Date 2022/05/04	
15. Are there additional instructions ( Des instructions supplémentaires				ont-elles joint	S No Yes Non Oui	
16. Procurement Officer / Agent d'app Name (print) – Nom (en lettres moulé Alex Cormier Howie		ent Title - Titre Senior Procurement Officer	5	Signa	Digitally signed by cormierhowie, alex DN, GrCA, OraG, CUHSCSAC, CHe* cominitionwie, alex* Reason: 1 am approving this document Location: Otawa, Ontario, Canada Date: 2022-03-21 14-51 22 Fox PhantomPDF Version: 9.1 1	
Telephone No. – N° de téléphone 873-354-0959	Facsimile N	No N° de télécopieur	E-mail address – Adresse courriel Alexander.CormierHowie@sac-isc.gc.ca		Date 2022/03/21	
17. Contracting Security Authority / A	utorité contrac	ctante en matière de sécu	rité		franch Digitally signed by	
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature	french, steven	
Steven French		Supervisor Contract Sec	curity		steven	
Telephone No. – N° de téléphone 819-360-2958	Facsimile N	No N° de télécopieur	E-mail address – Ao courriel steven.french@sac-isc		Date 2022/05/05	

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité Unclassified

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### ANNEX "D"

### SECURITY REQUIREMENTS AGREEMENT

Company name: \_\_\_\_\_ Request for proposal: 1000238638 Contract: \_\_\_\_\_ 1. Physical Security Transportation and Safeguard Requirements

It is important to properly safeguard sensitive information. This will assist in reducing the risk of unauthorized access, disclosure or compromise of **Sensitive** information.

1.1 <u>Physical Safeguards:</u>

The Protected documents must be safeguarded in a locked security container with access restricted to the contractor only.

	Protected A	Protected B
Container	Key locked container	Dial lock container
Facility	Restricted access room within office/home	Restricted access room within office/home

### **Definitions:**

<u>Protected information</u>: Information for which unauthorized disclosure, destruction, interruption, removal or modification could reasonably be expected to cause injury to an individual, organization or government which lies outside the national interest.

**Protected A**: Could cause injury. A few examples: Personal data such as names, birth dates, home address and telephone number, linguistic profiles, salary figures, Social Insurance Numbers.

**Protected B**: Could cause serious injury. A few examples: Several Protected A information compiled, business or client information such as: commercial financial, scientific, or technical information, loss of competitive advantage, legal opinion, medical record.

### 1.2 Transportation

#### 1.2.1 <u>Transportation of Paper Records:</u>

- Protected documents must be securely packaged in folders carried in an approved locked briefcase.
- Sensitive information must be kept under the constant control of the contractor, including during meals and during travel.
- While on contractor premises, portable media devices containing sensitive information are equivalent to paper records and are to be physically stored within an appropriate security container such as those listed above.

### 1.2.2 Prevention Tips While in Transit:

- Prior to travel: Make an inventory of information.
- Public Areas: Sensitive information must never be read, displayed, discussed or used in public areas.
- Overnight Stopovers: Information is not to be left unattended.
- Travelling by Car: Locked in trunk while travelling. Never to be left unattended in vehicle.
- Travelling by Air: Bring with you as a carry-on.
- Hotels/Conference Centers: Be careful about sensitive conversations in hotel conference rooms.
- Never use hotel reception staff or devices to fax, receive or copy sensitive information. Ensure all participants have the proper security clearance and the need-to-know.
- In the event a device or a document is lost or stolen, it must be reported immediately to the Department.

#### 1.2.3 Discussion:

• Sensitive information must never be read, displayed, discussed or used in public areas.

- Be careful about sensitive conversations in hotel conference rooms. Ensure everyone in the conference room has the proper security screening level, the need-to-know and that the door is closed.
- Do not use a wireless device to discuss sensitive matters. Use a wired telephone to discuss **Sensitive** matters.

### 2. IT Security Requirements

Production and storage of **Protected** data outside of the departmental premises must be done as per the following to ensure that the data remains secure at all times.

### 2.1 <u>Electronic Storage</u>

- Store **Protected** electronic documents on encrypted removable media (USB key) that use approved Government of Canada standards (FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm</a>)
- Select strong passwords for your encrypted USB keys. The level of protection provided by such devices is directly related to the strength of the password chosen.

### 2.2 Electronic Possession, Transportation and Processing

When there is a requirement for the contractor to transport, process or electronically store departmental information, the contractor must ensure that the data remains secure at all times no matter what level of confidentiality the information is by adhering to the following requirements:

- Computing devices used to process data are equipped with up to date anti-virus software which is configured to automatically receive and install product updates;
- Computing devices used to process data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates;
- Computing devices are protected by a firewall which can be a network perimeter firewall appliance or host based firewall application installed on the computer (note: a standard router only device is not considered a substitute to a firewall);
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards (refer to <u>https://cyber.gc.ca/en/guidance/it-media-sanitization-itsp40006</u> Departmental data must be stored on a FIPS 140-2 or above certified removable media device that is encrypted with AES 128 bit algorithm or higher (refer to http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm for a list of certified devices); and
- Portable storage devices must be labeled to indicate the highest classification or designation level of information stored on the device.

### 2.3 <u>Electronic Transmission of Departmental Data</u>

Electronic transmission of Protected data between the Contractor and the Department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC) and Indigenous Services Canada (ISC) must be done as per the following approved method based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with CIRNAC/ISC's personnel. The use of electronic transmission methods other than those listed below is prohibited.

Classification Level	CIRNAC/ISC Approved Transmission Methods	Requirements
Protected A	Email	<ul> <li>The Contractor can transmit Protected A Data to CIRNAC/ISC personnel via email as long as the following requirements are met:</li> <li>The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> </ul>

		Each user has their own corporate e-mail account which is protected with a
		<ul> <li>username and password; and</li> <li>Email server communication is protected with TLS encryption.</li> </ul>
	Fax	The Contractor can transmit Protected A Data to CIRNAC/ISC via fax as long as
		<ul><li>the following requirements are met:</li><li>The sending fax machine is located on the contractor's premises;</li></ul>
		<ul> <li>The sending fax machine is located on the contractor's premises,</li> <li>The sender contacts the recipient to confirm fax number and advise recipient</li> </ul>
		of incoming fax;
		Recipient is present at the fax machine ready to receive fax; and
		Sender obtains confirmation from sender of receipt.
	Wireless Communications	If a wireless access point is installed on the contractor's premises, and devices processing CIRNAC/ISC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:
		<ul> <li>The administrator user name and password must be changed from their default values;</li> </ul>
		<ul> <li>The network name (SSID) has been changed from its default value; and</li> </ul>
		<ul> <li>WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:</li> </ul>
		Must be 8 characters or longer;
		Have at least one upper case character;
		Have at least one lower case character;
		<ul> <li>Have at least one numeric character; and</li> </ul>
		Have at least one allowed special character
Protected B	Encrypted and Digitally Signed eMail	The Contractor can transmit Protected B Data to CIRNAC/ISC personnel via email as long as the messages and/or attachments are encrypted and the following requirements are met:
		<ul> <li>The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc);</li> </ul>
		<ul> <li>Each user has their own corporate e-mail account which is protected with a username and password;</li> </ul>
		<ul> <li>The contractor has an approved Public Key Infrastructure (PKI) certificate that is compatible with the Government of Canada (GoC) PKI services; and</li> </ul>
		<ul> <li>Entrust software is installed on the contractor's PC/laptop and utilized to encrypt the email using the following settings:</li> </ul>
		One of the following encryption algorithms is used:
		<ul> <li>3DES-168 Bit or higher</li> </ul>
		<ul> <li>AES-128 Bit or higher</li> </ul>
		Digitally signed with one of the following algorithms:
		<ul> <li>RSA (Rivest, Shamir, Adleman)</li> </ul>
		<ul> <li>DSA (Digital Signature Algorithm)</li> </ul>
		<ul> <li>ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul>
		<ul> <li>One of the following Hash functions is used in the generation of digita signatures:</li> </ul>
		• SHA-224
		• SHA-256

		• SHA-384
		<ul> <li>SHA-512</li> </ul>
		• SHA-512
Wire		a wireless access point is installed on the contractor's premises, and devices
	munications pro	pocessing CIRNAC/ISC data will be connected to this network, the wireless rastructure must at a minimum include the following safeguards:
	•	The administrator user name and password must be changed from their default values;
	-	The network name (SSID) has been changed from its default value; and
	•	WPA2 encryption with an AES algorithm enabled WPA2 encryption with an AES algorithm enabled and the passphrase meets the following complexity requirements:
		Must be 12 characters or longer;
		Have at least one upper case character;
		Have at least one lower case character;
		Have at least one numeric character; and
		Have at least one allowed special character
		e Contractor can transmit Protected B Data via CIRNAC/ISC's Secure File change service as long as following requirements are met:
Exch Servi	ange ice	A personally identifiable unique username and password is assigned to the user by CIRNAC/ISC; and
	•	The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (See annex 1 of security requirement agreement)
Colla	aboration set	e Contractor can transmit Protected B Data via CIRNAC/ISC's Collaboration rvice as long as following requirements are met:
Servi	•	A personally identifiable unique username and password is assigned to each user by CIRNAC/ISC.
Fax		e Contractor can transmit Protected B Data to CIRNAC/ISC via fax as long as e following requirements are met:
	•	The sending fax machines is located on the contractor's premises;
	•	The sender contacts the recipient to confirm fax number and advises recipient of incoming fax;
	•	Recipient is present at the fax machine ready to receive fax; and
		Sender obtains confirmation from sender of receipt.
3 Inspection		schuel ostanis committation nom sender of receipt.

3. Inspection

An authorized representative of the Government shall have the right to inspect, at reasonable intervals, the Contractor's methods and facilities for compliance with the Policy on Government Security requirements and this Agreement. The Contractor shall cooperate with the authorized representative and provide such information as the authorized representative may require in regard to any such inspections. Should the Government determine that the Contractor is not in compliance, it shall submit a written report to the Contractor advising of the deficiencies and follow-up on the deficiencies until they are rectified to the satisfaction of the department.

4. <u>Security Costs</u> The Department shall not be liable for any costs or claims of the Contractor arising out of this Agreement or instructions issued hereunder.

### Annex 1

# Crown-Indigenous Relations and Northern Affairs Canada / Indigenous Services Canada (CIRNAC / ISC) Secure File Exchange Service

### Acceptable Use Policy

You have been granted access to the Crown-Indigenous Relations and Northern Affairs Canada/ Indigenous Services (CIRNAC/ISC) Secure File Exchange Service. The purpose of this system is to facilitate sharing of information between CIRNAC/ISC and its business partners.

By using this system you acknowledge and agree to abide by the following terms and conditions:

- The service will <u>accommodate sensitive information up to, and including, Protected B</u>. Protected B information is defined as any information for which unauthorized release could cause serious injury to an individual, organization or government; prejudicial treatment; or loss of reputation or competitive edge.
- The system <u>will not</u> be used to share any information rated Protected C, Confidential, Secret or Top Secret.
- The CIRNAC/ISC Secure File Exchange Service is for authorized business use only.
- The service may be accessed by authorized participants only.
- Participants will protect and not share their credentials (user ID, password, etc.) with others or allow records of their credentials to be viewed by unauthorized individuals.
- Participants will protect and manage information obtained from the CIRNAC/ISC Secure File Exchange service to prevent disclosure to unauthorized individuals.
- Participants will access the service from personal or organizational workstations that are not intended for public use. This is intended to reduce the likelihood that user credentials or other sensitive information could be cached on the workstation and accessed by unauthorized individuals.
- Files shared via this service will remain available for a period of 48 hours only at which point the files will automatically be removed from the system.

### SECURITY AGREEMENT

I, \_\_\_\_\_\_ (Contractor) and authorized resources will fulfill the duties as contractor working under the contract \_\_\_\_\_\_, as set out below, to the best of our abilities.

- 1. Will abide by all of Indigenous Services Canada (ISC) security clauses and requirements included in this contract. Acknowledge receipt and understand these existing clauses and requirements, and promise to familiarize with any amendments to them, forthwith after receipt of such amendments.
- 2. Understand and agree that information received in the process of performing our duties in relation to this contract is subject to the Policy on Government Security and may be also subject to the Privacy Act, and will remain the property of CIRNAC/ISC. Without the prior written authorization of CIRNAC/ISC or of the person to whom the information relates, this information can only be viewed by myself and authorized resources and may only be used for the purposes of this contract on behalf of CIRNAC/ISC.
- 3. Agree to notify ISC authorities of any unauthorized access, disclosure or misuse of the sensitive information of which we become aware and will provide full details of the incident immediately noting the corrective action taken to prevent a recurrence of the incident.
- 4. Understand and agree that any additional resources authorized to perform work under this contract will also abide by all of ISC security clauses and requirements included in this contract.

### Appendix "A" Insurance Requirements

### 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.

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

### Appendix "B" 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

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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 downgrade 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 similar project. It may be used to obtain approval in principle and for discussion purposes.

## Appendix "C" 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);

I) 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

### ATTACHMENT A & B

-see attached documents.