



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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
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 therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Address inquiries to the Contracting Authority at
Herb.Choquette@pwgsc-tpsgc.gc.ca

Title - Sujet PSAB - Landscaping, & Debris Remova	
Solicitation No. - N° de l'invitation EN438-167011/A	Date 2017-02-01
Client Reference No. - N° de référence du client EN438-16-7011	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-519-7135	
File No. - N° de dossier KIN-6-46219 (519)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-03-02	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Choquette, Herb	Buyer Id - Id de l'acheteur kin519
Telephone No. - N° de téléphone (613) 536-4874 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Stony Point First Nations, Ontario	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

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

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

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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

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

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

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

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

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Aboriginal Participation Component, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the DND 626 Task Authorization Form and the Non-disclosure Agreement.

1.2 SUMMARY

1.2.1 The Department of National Defence requires one Task Authorization Contract (TAC) to perform Work as stated in Annex "A" at Stony Point First Nations, Ontario.

The term of the contract will be from date of award until March 31, 2019. Canada has the option to extend the contract by up to 2 periods of 12 months each.

The Contractor will be responsible for ensuring all personnel, equipment, and technical expertise required to carry out work describes in this TAC and subsequent Task Authorizations (TAs) are available and meet all regulations and standards applicable to the work.

Specific details of the Work will be communicated in subsequent TAs. Activities will be conducted on an "as and when requested" basis, as determined by the DND Project Manager (DND PM).

1.2.2 There are no security requirements associated with this requirement.

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

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

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

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

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

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

1.2.6 Aboriginal population is the primary recipient or end user of the goods or services. The Contractor must provide a minimum of one of the benefits included in the Aboriginal Participation Component listed in Annex "E" of the Contract.

"Aboriginal Population" means

- i. an area, or community in which Aboriginal people make up at least 80 percent of the population;
- ii. a group of people for whom the procurement is aimed in which Aboriginal people make up at least 80 percent of the group

1.3 DEBRIEFINGS

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

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PART 2 - BIDDER INSTRUCTIONS

2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

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

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

The [2003](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

3. List of Names

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

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

2.2 SUBMISSION OF BIDS

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted by facsimile will 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid non-responsive.

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Definitions

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

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

name of former public servant;

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

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

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Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

2.4 ENQUIRIES - BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 APPLICABLE LAWS

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

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

2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copy)
Section II: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

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

Section I: Financial Bid

3.1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete ANNEX "G" Electronic Payment Instruments, to identify which ones are accepted.

If ANNEX "G" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section II: Certifications

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

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION PROCEDURES

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3 The evaluation team will determine first if there are two (2) or more bids with a valid Canadian content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.2 FINANCIAL EVALUATION

4.2.1 Mandatory Financial Criteria

Bidders must provide pricing for all items in accordance with Annex "B", Basis of Payment or they will be non-compliant and receive no further evaluation consideration.

4.2.2 Evaluation of Price - Canadian / Foreign Bidders

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

4.2.3 Calculation of Evaluated Price

Bidder's unit pricing will be multiplied by the corresponding estimated usage to calculate the extended item price. The Evaluated Price will be calculated by adding all extended item pricing for all pricing periods and pricing basis.

4.3 BASIS OF SELECTION - MANDATORY FINANCIAL CRITERIA

A bid must comply with the requirements of the bid solicitation and meet all mandatory financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of the primary contract with 60% of the total funding. The responsive bid with the second lowest evaluated price will be recommended for award of the secondary contract with 40% of the total funding. If only one contract is awarded it will receive 100% of the total funding.

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 CERTIFICATIONS REQUIRED WITH THE BID

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

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

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

The Bidder certifies that:

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

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

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5.1.2.2 Set-aside for Aboriginal Business

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

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5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy \(http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.ppt) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.ppt & [qa=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.ppt)).

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Workers Compensation Certification- Letter of Good Standing

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

The Bidder must provide, within 5 days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

5.2.3.3 Education and Experience

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

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5.2.3.4 Owner/Employee Certification - Set-aside for Aboriginal Business

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

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

(Printed name of owner and/or employee)

(Signature of owner and/or employee)

(Date)

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PART 6 - RESULTING CONTRACT CLAUSES

*Text in italics will be deleted from the resulting contract.
The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.*

The clauses and conditions

6.1 STATEMENT OF WORK

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The **Project Administrative Authority** will provide the Contractor with a description of the task using the "DND 626, Task Authorization Form" specified in Annex "D".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the **Project Administrative Authority**, within the specified number of calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the **Project Administrative Authority** has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

6.1.3 Task Authorization Limit

The Project Administrative Authority may authorize individual task authorizations up to a limit of \$100,000.00 Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Project Administrative Authority and PWGSC Contracting Authority before issuance.

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6.1.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" for Aboriginal Contractor means 5% of the Maximum Contract Value including HST.

2. Canada will request Work in the amount of the Minimum Contract Value or, at Canada's option, pay the Contractor at the end of the Contract in accordance with paragraph 3, subject to paragraphs 4 or 5. In consideration, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. a) In the event that Canada has not requested Work in the amount of the Minimum Contract Value by the end of Period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested during the Period of the Contract.

b) Should the Contract be terminated for convenience, the difference between the Minimum Contract Value and the total cost of the Work requested during the Period of the Contract will be calculated by dividing the Minimum Contract Value by the number of months in the Period of the Contract, then multiplied by the number of elapsed months, or part thereof, at the time of contract termination.

Example: a one year Period of Contract with a Maximum Contract Value of \$12,000,000, with a Minimum Contract Value of 10 %, and a termination for convenience within 4.5 months of Contract award:

$\$12,000,000 \times 10\% = \$1,200,000$ Minimum Contract Value

$/12 \text{ months} = \$100,000 \times 4.5 \text{ months} = \$450,000.$

4. In the event of a termination for convenience by Canada, Canada's only obligation to the Contractor will be to pay the greater of the costs under the termination for convenience clause or the amount determined in paragraph 3 b) above.
5. Canada will have no obligation to the Contractor under this clause:
 - i. if Canada terminates the Contract in whole or in part for default; or
 - ii. if Canada has requested work in the amount of the Minimum Contract Value.

6.1.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

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2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain for each authorized task:

the authorized task number or task revision number(s);

a title or a brief description of each authorized task;

the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;

the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;

the start and completion date for each authorized task; and

the active status of each authorized task, as applicable.

For all authorized tasks:

the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and

the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

6.1.6 Task Authorization - Department of National Defence

The administration of the Task Authorization process will be carried out by the DND Project Manager (DND PM named in the Task Authorization). This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

6.1.7 Task Authorization - Order of Ranking

Two contracts were awarded as a result of Public Works and Government Services Canada bid solicitation number: EN438-167011/A. The contractors' order of ranking is as follows:

Ranked first: _____ *PWGSC will fill in this information*

Ranked second: _____ *PWGSC will fill in this information*

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6.2 STANDARD CLAUSES AND CONDITIONS

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

6.2.1 General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

6.3 SECURITY REQUIREMENTS

There are no security requirements applicable to this Contract.

6.4 TERM OF CONTRACT

6.4.1 Period of the Contract

The period of the Contract is from date of award to 31 March 2019 inclusive.

6.4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) at Stony Point First Nations, Ontario as specified in the TA.

6.5 AUTHORITIES

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Herb Choquette
Title: Team Leader – Acquisitions
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 86 Clarence St, 2nd Floor
Kingston, Ontario, K7L 1X3
Telephone: 613-536-4874
Facsimile: 613-545-8067
E-mail address: Herb.Choquette@pwgsc-tpsgc.gc.ca

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

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6.5.2 Department of National Defence Project Manager (DND PM)

The Department of National Defence Project Manager (DND PM) for the Contract will be specified on each Task Authorization.

Name:
Telephone:
Email:

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

6.5.3 Project Administrative Authority

Name:
Telephone:
Email:

The Project Administrative Authority is responsible for issuing and amending all task authorizations valued up to \$100,000.00 including HST.

6.5.4 Contractor's Representative

Name:
Telephone:
Email:

6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS

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

6.7 PAYMENT

6.7.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$244,080.00 for the primary contract EN438-167011/001/KIN and \$162,720.00 for the secondary contract EN438-167011/002/KIN. Customs duties are included and Applicable Taxes are included.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Monthly Payment

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

6.7.4 Electronic Payment of Invoices - Contract *(PWGSC will insert instruments indicated by Bidder)*

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

Visa Acquisition Card;
MasterCard Acquisition Card;
Direct Deposit (Domestic and International);
Electronic Data Interchange (EDI);
Wire Transfer (International Only);

6.7.5 T1204 - Direct Request by Customer Department

SACC Manual clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department

6.7.6 Time Verification

SACC Manual clause [C0711C](#) (2008-05-12) Time Verification

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6.8 INVOICING INSTRUCTIONS

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

Each invoice must be supported by:

- a. a copy of the invoices, receipts, vouchers for all direct expenses
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Task Authorization for certification and payment.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c. one (1) copy must be forwarded to the consignee

6.9 CERTIFICATIONS

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9.3 SACC Manual Clause

SACC Manual clause A3000C (2014-11-27) Aboriginal Business Certification
SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

6.10 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in [Ontario](#).

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6.11 PRIORITY OF DOCUMENTS

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

- (a) the Articles of Agreement;
- (b) [2035](#) (2016-04-04), General Conditions - Higher Complexity - Services,
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, DND 626 Task Authorization Form
- (g) Annex E, Aboriginal Participation Component
- (h) Annex F, Non-disclosure Agreement
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated _____.

6.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

OR

SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

6.13 INSURANCE REQUIREMENTS

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 SACC MANUAL CLAUSES

A0285C (2007-05-25) Workers Compensation
A9062C (2011-05-16) Canadian Forces Site Regulations

6.15 DEFENCE CONTRACT

A9006C (2012-07-16) Defence Contract

6.16 NON-DISCLOSURE AGREEMENT

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

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ANNEX "A", STATEMENT OF WORK, GENERAL MAINTENANCE, DEBRIS SWEEP, SNOW CLEARING AND LANDSCAPING

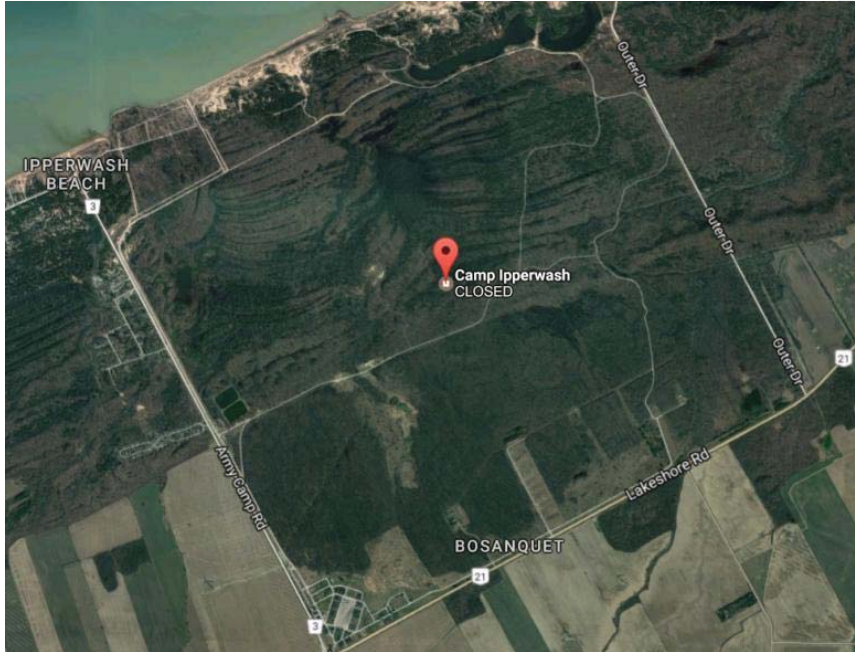
PURPOSE

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

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

SITE LOCATION AND DESCRIPTION

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



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

SCOPE OF WORK

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

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

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

RESPONSIBILITY AND GENERAL REQUIREMENTS

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

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

CHANGES TO THE SCOPE OF WORK

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

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SUBMITTALS AND DELIVERABLES

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

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

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

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APPENDIX "A" TO ANNEX "A"

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

Prepared by

The Chippewas of Kettle and Stony Point



March 28, 2016

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

1.0 Introduction and Purpose

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

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

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

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

2.0 Definitions

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

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

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

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

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

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

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

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

“Cultural Protocol” means this document.

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

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

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

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

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

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

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

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

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

“Project Authority” means Department of National Defense.

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

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

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

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

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

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

3.0 Cultural Resources - General Principles

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.0 Procedures for Cultural Field Activities

4.1 General

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

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

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

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

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

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

4.1.7 Any archaeological excavations including test pits must be backfilled.

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

4.2 UXO Clearance and Remediation Activities

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

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

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

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

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

4.3 Environmental/Contaminated Sites Activities

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

4.3.2 In areas of contaminated site clearance and remediation activities where impacts to cultural resources cannot be avoided, and mitigation of cultural resources to the depth of disturbance is anticipated and approved, the Consultant's archaeologist will establish a one-metre grid over the area to be impacted, excavate the

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affected area, record soil profiles, record and excavate any subsurface cultural resources encountered, and screen all excavated soils to recover cultural resources.

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

4.4 Access Routes

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

5.0 Processing and Curation of Moveable Cultural Resources

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

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

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

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

For cultural resources deemed sacred objects by the First Nation, the Consultant will consult with the Project Authority and First Nation's Project Administrator to confirm the importance of the cultural resource and determine appropriate methods of handling, care and curation. The First Nation's Project Administrator may recommend to the Project

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Authority that some sacred cultural objects be left in place or returned to the land (location where found) as soon as possible and practical within the constraints of the Clearance and Remediation activities and with appropriate ceremony. Moreover, it should be noted that items included as grave offerings in human burials are deemed sacred by the First Nation, and will remain with the burial.

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

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

6.0 Cemeteries/Human Burial Sites

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

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

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

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

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

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

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

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

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

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

7.0 Heritage Structures of Aboriginal Origin

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

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8.0 Sacred Cultural Sites

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

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

9.0 First Nation Representatives

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

Chief: Thomas Bressette (519) 786-2125

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

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

First Nation's Cultural Special Advisor: Brandy George

10.0 Communications

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

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Stoney Point Lands Clearance and Remediation Activities

CULTURAL RESOURCE REPORTING FORM

Date _____ **Reported by** _____

Field Control Number _____ **Type of Site** _____

Location: _____

GPS Accuracy _____

GPS Coordinates _____

Photographed: Photo Log #s

Observations:

Environmental Context

Cultural Material or Features

Collected/Documented? Y N

Collected/Documented? Y N

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Collected/Documented? Y N

Present Condition/Integrity

Inferred Age and Cultural Affiliation

Inferred Function and Significance

Potential Impact from Activity

Consultation with First Nation Representative

Recommended Mitigation

Comments

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APPENDIX "B" TO ANNEX "A", DAILY LOG

PROJECT NAME:		DATE:
WEATHER CONDITIONS:		
<input type="checkbox"/> Sunny <input type="checkbox"/> Cloudy <input type="checkbox"/> Rain <input type="checkbox"/> Snow		
Temperature:		
TASKING		
PERSONNEL NAME	TASK DESCRIPTION / WORK COMPLETED	HOURS ONSITE
SAFETY		
<input type="checkbox"/> Morning tailgate performed <input type="checkbox"/> End day tailgate performed		
Safety Comments:		
COMMENTS		
PREPARED BY:		SIGNATURE/DATE:

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ANNEX "B", BASIS OF PAYMENT

All text in italics will be deleted in the Contract

All pricing is firm in Canadian currency and does not include HST or GST (which must be shown as a separate item on invoices).

Estimated usages are for evaluation purposes only and do not commit Canada to payment that exceeds that actual usage which is authorized. All Work under this Contract must be authorized by signed (DND 626 form) Task Authorizations before it is performed.

Pricing Period:

Year 1: Date of Award to March 31, 2018

Year 2: April 1, 2018 to March 31, 2019

Optional Pricing Periods:

Year 3: April 1, 2019 to March 31, 2020

Year 4: April 1, 2020 to March 31, 2021

Pricing Basis "A", Firm all-inclusive call-in rates

Service Call is to include Transportation/Traveling Expenses for equipment and personnel (from Contractor's site to Stony Point) and first hour of on-site Productive Labour. **Service Call rate is only charged once per service call request regardless of how many days are required to complete the service request.** Charges for Service Calls will not apply if the crew is already on-site for other work.

Accommodations and meals will be charged as an extra to the call in rate in accordance with in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

Commented [HC1]: Translate this

Category of Personnel	Estimated Yearly Usage	Year 1 Call in Rates	Year 2 Call in Rates	Year 3 Call in Rates	Year 4 Call in Rates
1. Project manager	40	\$	\$	\$	\$
2. Site supervisor	60	\$	\$	\$	\$
3. Administrative personnel	2	\$	\$	\$	\$
4. General labourers	42	\$	\$	\$	\$
5. Vegetation removal personnel	53	\$	\$	\$	\$
6. Operator of specialty equipment (log splitter, etc.)	30	\$	\$	\$	\$
7. Snow removal vehicle driver	10	\$	\$	\$	\$
8. Truck driver	20	\$	\$	\$	\$
9. Heavy equipment operator without equipment	20	\$	\$	\$	\$

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Pricing Basis "B", Firm all-inclusive Hourly Rates for Labour of Contractor and their subcontractors

LABOUR: Firm hourly rates for Contractor and subcontractors, including but not limited to: overhead, standard equipment and profit. Rates do not include HST. Standard equipment consists of items required for the normal performance of work, including personal protective equipment, hand tools (chain saws, shovels, rakes, etc), handheld GPS (minimum accuracy of ± 3 m), computers and software, detector (Schonstedt or similar), two-way radio and cellular phone. Standard equipment does not include vehicles, lawn mowers, or heavy equipment. This equipment is to be invoiced using Pricing Basis "C". Labour rates will be used for approved productive work, waiting and travel. Labour rate is an all-inclusive price for second and subsequent hours of on-site productive labour (after the 1st hour included with the call in from Pricing Basis "A").

Category of Personnel	Estimated Yearly Usage	Year 1 hourly rates	Year 2 hourly rates	Year 3 hourly rates	Year 4 hourly rates
1. Project manager	240	\$	\$	\$	\$
2. Site supervisor	300	\$	\$	\$	\$
3. Administrative personnel	40	\$	\$	\$	\$
4. General labourers	250	\$	\$	\$	\$
5. Vegetation removal personnel	320	\$	\$	\$	\$
6. Operator of specialty equipment (log splitter, etc.)	180	\$	\$	\$	\$
7. Snow removal vehicle driver	40	\$	\$	\$	\$
8. Truck driver	100	\$	\$	\$	\$
9. Heavy equipment operator without equipment	100	\$	\$	\$	\$

Pricing Basis "C", Rental Rates, Daily Field Consumable Rates

Disbursements

Any requirements and costs for subcontractors, materials, supplies, or rental of non-standard equipment must be identified in the signed TA Form and the claims for payment.

Materials and supplies: Materials and supplies will be reimbursed at actual cost to Contractor with no mark-up or overhead for Contractor and must not exceed the corresponding rates in Pricing Basis "B".

Daily field consumables: The Contractor must provide with each TA a price list for the materials and supplies that will be used on site each day. If the DND PM accepts the costs, the Contractor does not have to provide an itemized list or receipts for those items when they are used on-site. However, the Contractor must provide the receipts to the DND PM upon request.

Subcontractors: Costs of subcontractors will be reimbursed at actual cost to Contractor with no mark-up or overhead for Contractor. Charge out rates for subcontractors must not exceed corresponding rates from Pricing Basis "A" and "B".

Travel and living: The Contractor will be reimbursed its authorized living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal and incidental expenses provided in Appendices B, C and D of the

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National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All living expenses must have prior authorization of the DND PM prior to any travel. All payments are subject to government audit.

Vehicles: The cost of passenger vehicle rental and usage is included in the call up rates. The cost of the rental of the vehicles below are considered disbursements if they are rented from a 3rd party and must be invoiced at the rental rate without mark-up for profit or overhead. These disbursements must not exceed the rates below. If the Contractor owns the equipment they may invoice for the equipment use at the full rates stated below. Fuel for the vehicles below while on-site will be considered a disbursement and must be invoiced at cost without mark-up for profit or overhead.

Item	Daily Rental of Equipment for rental up to 7 days	Estimated Yearly Usage	Year 1 Firm Daily Rate	Year 2 Firm Daily Rate	Year 3 Firm Daily Rate	Year 4 Firm Daily Rate
1	Dump truck	10				
2	Dump truck with plow	8				
3	4wd truck with plow	5				
4	Backhoe	10				
5	Skid Steer with bucket	10				
6	Bush hog attachment for skid steer	10				
7	Log splitter	10				
8	Bucket truck with boom	6				
9	Riding Lawn mower minimum 36" width cut.	12				

Item	Weekly Rental of Equipment	Estimated Yearly Usage	Year 1 Firm Weekly Rate	Year 2 Firm Weekly Rate	Year 3 Firm Weekly Rate	Year 4 Firm Weekly Rate
1	Dump truck	2				
2	Dump truck with plow	1				
3	4wd truck with plow	1				
4	Backhoe	1				
5	Skid Steer with bucket	1				
6	Bush hog attachment for skid steer	1				
7	Log splitter	2				
8	Bucket truck with boom	1				
9	Riding Lawn mower minimum 36" width cut.	1				

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ANNEX "C", INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

4. Automobile Liability Insurance

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 Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e) OPCF/QEF/SEF #4a - Permission to Carry Explosives
- f) Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

<p>All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.</p>		Contract no. – N° du contrat
		Task no. – N° de la tâche
Amendment no. – N° de la modification	Increase/Decrease – Augmentation/Réduction	Previous value – Valeur précédente
To – À	<p>TO THE CONTRACTOR</p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task.</p> <p>Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p>À L'ENTREPRENEUR</p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande.</p> <p>Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>	
Delivery location – Expédié à		
Delivery/Completion date – Date de livraison/d'achèvement	<p>_____</p> <p>Date</p>	<p>_____</p> <p>for the Department of National Defence pour le ministère de la Défense nationale</p>
Contract item no. N° d'article du contrat	Services	Cost Prix
		GST/HST TPS/TVH
		Total
<p>APPLICABLE ONLY TO PWGSC CONTRACTS: The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p>NE S'APPLIQUE QU'AUX CONTRATS DE TPSGC : La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>		
<p>_____</p> <p>for the Department of Public Works and Government Services pour le ministère des Travaux publics et services gouvernementaux</p>		

Instructions for completing DND 626 - Task Authorization

Contract no.

Enter the PWGSC contract number in full.

Task no.

Enter the sequential Task number.

Amendment no.

Enter the amendment number when the original Task is amended to change the scope or the value.

Increase/Decrease

Enter the increase or decrease total dollar amount including taxes.

Previous value

Enter the previous total dollar amount including taxes.

To

Name of the contractor.

Delivery location

Location where the work will be completed, if other than the contractor's location.

Delivery/Completion date

Completion date for the task.

for the Department of National Defence

Signature of the DND person who has delegated **Authority** for signing DND 626 (level of authority based on the dollar value of the task and the equivalent signing authority in the PAM 1.4). **Note:** the person signing in this block ensures that the work is within the scope of the contract, that sufficient funds remain in the contract to cover this task and that the task is affordable within the Project/Unit budget.

Services

Define the requirement briefly (attach the SOW) and identify the cost of the task using the contractor's quote on the level of effort. The Task must use the basis of payment stipulated in the contract. If there are several basis of payment then list here the one(s) that will apply to the task quote (e.g. milestone payments; per diem rates/labour category hourly rates; travel and living rates; firm price/ceiling price, etc.). All the terms and conditions of the contract apply to this Task Authorization and cannot be ignored or amended for this task. Therefore it is not necessary to restate these general contract terms and conditions on the DND 626 Task form.

Cost

The cost of the Task broken out into the individual costed items in **Services**.

GST/HST

The GST/HST cost as appropriate.

Total

The total cost of the task. The contractor may not exceed this amount without the approval of DND indicated on an amended DND 626. The amendment value may not exceed 50% (or the percentage for amendments established in the contract) of the original value of the task authorization. The total cost of a DND 626, including all amendments, may not exceed the funding limit identified in the contract.

Applicable only to PWGSC contracts

This block only applies to those Task Authorization contracts awarded by PWGSC. The contract will include a specified threshold for DND sole approval of the DND 626 and a percentage for DND to approve amendments to the original DND 626. Tasks that will exceed these thresholds must be passed to the PWGSC Contracting Authority for review and signature prior to authorizing the contractor to begin work.

Note:

Work on the task may not commence prior to the date this form is signed by the DA Authority - for tasks within the DND threshold; and by both DND and PWGSC for those tasks over the DND threshold.

Instructions pour compléter le formulaire DND 626 - Autorisation des tâches

N° du contrat

Inscrivez le numéro du contrat de TPSGC en entier.

N° de la tâche

Inscrivez le numéro de tâche séquentiel.

N° de la modification

Inscrivez le numéro de modification lorsque la tâche originale est modifiée pour en changer la portée.

Augmentation/Réduction

Inscrivez le montant total de l'augmentation ou de la diminution, y compris les taxes.

Valeur précédente

Inscrivez le montant total précédent, y compris les taxes.

À

Nom de l'entrepreneur.

Expédié à

Endroit où le travail sera effectué, si celui-ci diffère du lieu d'affaires de l'entrepreneur.

Date de livraison/d'achèvement

Date d'achèvement de la tâche.

pour le ministère de la Défense nationale

Signature du représentant du MDN auquel on a délégué le **pouvoir d'approbation** en ce qui a trait à la signature du formulaire DND 626 (niveau d'autorité basé sur la valeur de la tâche et le signataire autorisé équivalent mentionné dans le MAA 1.4). **Nota :** la personne qui signe cette attache de signature confirme que les travaux respectent la portée du contrat, que suffisamment de fonds sont prévus au contrat pour couvrir cette tâche et que le budget alloué à l'unité ou pour le projet le permet.

Services

Définissez brièvement le besoin (joignez l'ET) et établissez le coût de la tâche à l'aide de la soumission de l'entrepreneur selon le niveau de difficulté de celle-ci. Les modalités de paiement stipulées dans le contrat s'appliquent à la tâche. Si plusieurs d'entre elles sont prévues, énumérez ici celle/celles qui s'appliquera/ront à la soumission pour la tâche à accomplir (p.ex. acompte fondé sur les étapes franchies; taux quotidien ou taux horaire établi selon la catégorie de main-d'œuvre; frais de déplacement et de séjour; prix fixe ou prix plafond; etc.). Toutes les modalités du contrat s'appliquent à cette autorisation de tâche et ne peuvent être négligées ou modifiées quant à la tâche en question. Il n'est donc pas nécessaire de répéter ces modalités générales afférentes au contrat sur le formulaire DND 626.

Prix

Mentionnez le coût de la tâche en le répartissant selon les frais afférents à chaque item mentionné dans la rubrique **Services**.

TPS/TVH

Mentionnez le montant de la TPS/TVH, s'il y a lieu.

Total

Mentionnez le coût total de la tâche. L'entrepreneur ne peut dépasser ce montant sans l'approbation du MDN, formulaire DND 626 modifié à l'appui. Le coût de la modification ne peut pas être supérieur à 50 p. 100 du montant initial prévu dans l'autorisation de tâche (ou au pourcentage prévu dans le contrat pour les modifications). Le coût total spécifié dans le formulaire DND 626, y compris toutes les modifications, ne peut dépasser le plafond de financement mentionné dans le contrat.

Ne s'applique qu'aux contrats de TPSGC

Le présent paragraphe s'applique uniquement aux autorisations de tâche accordées par TPSGC. On inscrira dans le formulaire DND 626 un plafond précis qui ne pourra être approuvé que par le MDN et un pourcentage selon lequel le MDN pourra approuver des modifications au formulaire DND 626 original. Les tâches dont le coût dépasse ces plafonds doivent être soumises à l'autorité contractante de TPSGC pour examen et signature avant qu'on autorise l'entrepreneur à débiter les travaux.

Nota :

Les travaux ne peuvent commencer avant la date de signature de ce formulaire par le responsable du MDN, pour les tâches dont le coût est inférieur au plafond établi par le MDN, et par le MDN et TPSGC pour les tâches dont le coût dépasse le plafond établi par le MDN.

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ANNEX "E", Aboriginal Participation Component

This project will include an Aboriginal Participation Component (APC) which is a mechanism designed to meet the Government of Canada's objectives of encouraging Aboriginal socio-economic development opportunities. The APC is designed to develop long-term sustainable and meaningful socio-economic benefits for Aboriginal people, businesses and communities. A minimum of one of the following benefits must be included in the Aboriginal Participation Component of the Contract:

1. Labour benefits: Aboriginal peoples may be preferentially hired, fulfilling an agreed upon number of Aboriginal employees. Training for these positions also could be provided through local classes and apprenticeships or scholarships and bursaries could be provided.
2. Economic development benefits: Recognition and support of relevant Aboriginal businesses that are registered on the Aboriginal Business Directory through preferential sub-contracting, as long as local businesses are able to provide goods and services at competitive prices in an efficient and timely manner.
3. Community benefits: Funding for youth programs, social programs, community projects and physical infrastructure; the facilitation of on-going communication between the Contractor and the community through the establishment of advisory committee meetings hosted and funded by the Contractor.
4. Environmental benefits: Establishment of environmental planning and monitoring committees; reclamation commitments; ongoing efforts to minimize harmful activity in culturally significant areas.

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Annex "F", Non-Disclosure Agreement

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. EN438-167011/KIN/001 between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and the Minister of National Defence, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: EN438-167011/KIN/001

Signature

Date

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ANNEX "C" to PART 3 OF THE BID SOLICITATION, ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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ANNEX "H" to PART 5 - BID SOLICITATION, FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)