

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11 rue Laurier  
Place du Portage, Phase III  
Core 0A1/Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

<b>Title - Sujet</b> Insurance Claim Adjuster Services	
<b>Solicitation No. - N° de l'invitation</b> EJ112-122852/A	<b>Date</b> 2012-05-02
<b>Client Reference No. - N° de référence du client</b> 20122852	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$FE-171-60387
<b>File No. - N° de dossier</b> fe171.EJ112-122852	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-06-14</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Searchwell, Suzette	<b>Buyer Id - Id de l'acheteur</b> fe171
<b>Telephone No. - N° de téléphone</b> (819)956-6645 ( )	<b>FAX No. - N° de FAX</b> (819)956-8335
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> To be determined/NCA	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Request For a Standing Offer  
Demande d'offre à commandes**

Departmental Individual Standing Offer (DISO)

Offre à commandes individuelle du département(OCID)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Consultant Services Division/Division des services  
d'experts-conseils  
11 Laurier St./11 Rue Laurier  
3C2, Place du Portage  
Phase III  
Gatineau, Québec K1A 0S5

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

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

- Part 1            General Information: provides a general description of the requirement;
- Part 2            Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3            Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4            Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, if applicable, and the basis of selection;
- Part 5            Certifications: includes the certifications to be provided;
- Part 6            Security Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7            7A, Standing Offer, and 7B, Resulting Contract Clauses:
  - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Standing Offer Brief, the Basis of Payment, Submission Requirements and Evaluation Criteria, the Price Offer and Declaration Form.

### 2. Summary

Public Works and Government Services Canada (PWGSC) is inviting firms and individuals qualified in the delivery of real property construction and consultant services for the provision of all labour, materials, equipment, tools and supervisions necessary to provide Insurance Claim Adjusters services. The selected firms and individuals shall provide a range of services as identified in the Required Work section of this document.

Firms and individuals should be able to demonstrate successful delivery of this type of work for a broad variety of projects over the last five (5) years. In general, the firms, individuals and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of work, their approach and methodology to providing this type of work, the quality of their relevant experience in this area, as well as the cost of the provision of this work.

It is PWGSC's intention to authorize up to a maximum of three (3) Standing Offers, each for a period of three (3) years from the date of issuance of the Standing Offers. The combined total dollar value of all Standing Offers is estimated to be \$600,000.00 (HST Included). Individual call-ups will vary, up to a

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maximum of \$100,000.00 (HST included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offer will be called-up; PWGSC will issue call-ups only when the specific work to be provided under the Standing Offers is needed. Please refer to Part 7A clause 7, Call-Up Procedures.

This procurement is covered under the provisions of the North American Free Trade Agreement (NAFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP), Agreement on Internal Trade (AIT), Canada-Peru Free Trade Agreement, Canada-Colombia Free Trade Agreement.

Offerors are hereby informed that there is a strong possibility that some call-ups against this standing offer might require that the Offeror and their personnel possess a Facility Security Clearance (FSC) at the SECRET level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

Should the successful Offeror not have the level of security indicated above, PWGSC shall sponsor the successful Offeror in order to allow CISD to initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful Offeror for completion.

Offerors desiring such sponsorship should so indicate in their covering letter with their offer.

### 3. Debriefings

After issuance of a standing offer, offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be by telephone or in person.

## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2006 (2012-03-02) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) days

## 2. Submission of Offers

Offers 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 Request for Standing Offers.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

## 3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## 4. Applicable Laws

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

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

## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

Offerors are requested to prepare their offer using a "two-envelope" procedure, in which Offerors submit the "technical" component of their offer in one "envelope" and the proposed price of the work (price offer) in a second envelope.

Prices must appear in the price offer only. No prices must be indicated in any other section of the offer.

The information that Offerors are required to provide is set out in Annex "C" Submission Requirements and Evaluation (SRE).

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It is essential that the elements contained in an offer be stated in a clear and concise manner. Failure to provide complete information as requested will be to the Offerors disadvantage.

**Envelope I: Technical Offer and Certifications**

- a) In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.
- b) Offerors must submit the certifications required under Part 5.

**Envelope II: Price Offer**

Offerors must submit their price offer in accordance with "Annex "D", Proposed Price Offer. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

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>). To assist Canada in reaching its objectives, Offerors are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. Evaluation Procedures**

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

**1.1. Technical Evaluation****1.1.1 Mandatory Technical Criteria**

Mandatory technical evaluation criteria are included in Annex "C".

**1.1.2 Point Rated Technical Criteria**

Point Rated technical evaluation criteria are included in Annex "C".

## 1.2 Price Evaluation

### 1.2.1 SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

The price offer will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

## 2. Basis of Selection

### 2.1 To be declared responsive, an offer must:

- a) comply with all the requirements of the Request for Standing Offers;
- b) meet all mandatory technical evaluation criteria; and
- c) obtain the required minimum of sixty ( 60) points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

2.1.2 Offers not meeting (a) or (b) or (c) will be declared non-responsive. The offer with the lowest evaluated price will be recommended for issuance of a standing offer. In the case of identical prices, the Offeror with the higher total technical rating will be considered for issuance of a standing offer.

2.1.2 The Crown reserves the right to issue up to three (3) standing offers.

## PART 5 - CERTIFICATIONS

Offerors must provide the required certifications to be issued a standing offer. Canada will declare an offer non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications offerors provide to Canada is subject to verification by Canada during the offer evaluation period (before issuance of a standing offer) and after issuance of a standing offer. The Standing Offer Authority will have the right to ask for additional information to verify offerors' compliance with the certifications before issuance of a standing offer. The offer will be declared non-responsive if any certification made by the Offeror is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Standing Offer Authority for additional information will also render the offer non-responsive.

### Certifications Precedent to Issuance of a Standing Offer

The certifications listed below and attached as Annex "E", Declaration Form, must be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

- (a) Federal Contractors Program - Certification
- (b) Former Public Servant Certification
- (c) Status and Availability of Resources
- (d) Education, Professional Accreditation and Experience
- (e) Conflict of Interest

## **PART 6 - SECURITY REQUIREMENTS**

### **1. Security Requirement**

Offerors are hereby informed that there is a strong possibility that some call-ups against this standing offer might require that the contractor and their personnel possess a Facility Security Clearance (FSC) at the SECRET level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

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

### **A. STANDING OFFER**

#### **1. Offer**

**1.1** The Offeror offers to fulfill the requirement in accordance with the Standing Offer Brief at Annex "A".

#### **2. Security Requirement**

Offerors are hereby informed that there is a strong possibility that some call-ups against this standing offer might require that the contractor and their personnel possess a Facility Security Clearance (FSC) at the SECRET level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

#### **3. Standard Clauses and Conditions**

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

##### **3.1 General Conditions**

2005 (2012-03-02) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

#### **4. Term of Standing Offer**

##### **4.1 Period of the Standing Offer**

The period for placing call-ups against the Standing Offer shall be for three (3) years commencing from the date of issuance of the Standing Offer.

## 5. Authorities

### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Suzette Searchwell  
Title: Supply Specialist  
Department: Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Real Property Contracting  
Address: 11 Laurier Street, Level 3C2  
Gatineau (QC), K1A 0S5  
Telephone: 819-956-6645  
Facsimile: 819-956-3160  
E-mail address: suzette.searchwell@tpsgc-pwgsc.gc.ca

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

### 5.2 Project Authority

The Project Authority for the Standing Offer will be identified in the call-up against the Standing Offer.

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

## 6. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Real Property Contracting Directorate, Consultant Services Division of PWGSC.

## 7. Call-up Procedures

Work will be called-up as follows:

- a) The Project Authority will establish the scope of work to be performed. For each individual call-up, contractors will be approached and considered using a computerized Distribution System. This system will track all call-ups assigned to each contractor and will maintain a running total of the Value of Business Distributed. The system will contain for each contractor an ideal business distribution percentage, which has been established as follows; 50% of the business for the top ranked contractor, 30% for the 2nd ranked contractor, and 20% for the 3rd ranked contractor. In the event that fewer than two (2) offerors are successful, the top ranked Offeror will receive 100% of the business. The contractor who is furthest under the ideal amount of business that they should have received in relation to the other contractors will be selected for the next call-up.

- b) The Contractor will submit an offer to the Project Authority in accordance with the fixed hourly rates established under the Standing Offer. The Contractor's offer shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the work, as well as an estimate of proposed disbursements, if applicable.
- c) For the preparation of bilingual documents, the Contractor would estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm is required to produce bilingual documents, these costs shall be treated as a disbursement.
- d) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.

## 8. Call-up Instrument

The Contractor will be authorized by the Standing Offer Authority to proceed with the work by issuance of a call-up against the Standing Offer.

Any proposed changes to the scope of work is to be discussed with the Project Authority but any resulting changes can only be authorized by an amendment issued by the Standing Offer Authority.

## 9. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Goods and Services Tax or Harmonized Sales Tax included). The call-up limitation includes fees and all related disbursements.

## 10. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2005(2012-03-02), General Conditions - Standing Offers - Goods or Services
- d) the General Conditions 2035(2012-03-02) General Conditions - Higher Complexity -Services)
- e) Annex A, Standing Offer Brief;
- f) Annex B, Basis of Payment ;
- g) the Offeror's offer \_\_\_\_\_ (*insert date of offer*), as amended \_\_\_\_\_ (*if applicable*).

## **11. Certifications**

### **11.1 Compliance**

Compliance with the certifications provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification or it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## **12. Applicable Laws**

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **1. Standing Offer Brief**

The Contractor must perform the Work described in the call-up against the Standing Offer.

### **2. Standard Clauses and Conditions**

2035 (2012-03-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

### **4. Payment**

#### **4.1.1 Basis of Payment**

The fee to be paid to the Contractor for the Work pursuant to any call-up, shall be determined by one or more of the following methods:

(a) Fixed Fee:

The fixed fee will be established by multiplying the applicable hourly rate(s) by the number of hours, negotiated and agreed to by the Project Authority and the Contractor.

(b) Time Based Fee to an Upset Limit:

An upset limit will be established by the Project Authority, and the Contractor will be paid for actual work performed using the applicable hourly rate(s) for such work.

#### 4.1.2 Maximum Amount(s) Payable

The maximum amount(s) that applies (apply) to Work to be carried out at the fixed hourly rates shall be as specified in the call-up, which amount(s) shall not be exceeded without the prior authorization of the Project Authority with the approval of the Standing Offer Authority.

#### 4.2 Method of Payment

The Contractor shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Call-up, if applicable. Such payments shall be made no later than the due date. The due date shall be the 30th day following receipt of a properly submitted invoice.

#### 4.3 Other Direct Expenses

- a) The following Direct Expenses shall be included in the firm hourly rates required to deliver the Contractor work and shall not be reimbursed separately:
- Standard office expenses such as any photocopying, computer costs, Internet, long distance telephone and fax, including that between the Contractor's main office and branch offices and expenses that are related to the normal operation of the Contractor's business;
  - Travel time;
  - Travel expenses; and
  - Local project office
- b) The following Direct Expenses must have the prior authorization of the PWGSC's Departmental Representative (also referred herein as the technical Authority). The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the work. These expenses will be paid at actual cost without mark-up upon submission of an itemized statement supported by receipt vouchers.
- Reproduction and delivery costs of other technical documentation additional to that specified in the Standing Offer Brief;
  - Other direct expenses

#### 5. Invoicing Instructions

The Contractor must submit invoices in accordance with clause 12 of the section entitled "Invoice Submission" of the 2035 General Conditions- Higher Complexity Services. Invoices cannot be submitted until all work identified in the invoice is completed.

## **ANNEX "A"**

### **STANDING OFFER BRIEF**

**Where “Consultant or Insurance Claim Adjuster” appears in this bid solicitation and the resulting contract, this means “Contractor” in the context of the Terms, Conditions and Instructions.**

#### **GENERAL PROJECT OBJECTIVES (GPO)**

##### **PROJECT ADMINISTRATION (PA)**

- PA 1.0 Roles and Responsibilities
- PA 2.0 Lines of Communication
- PA 3.0 Coordination with PWGSC
- PA 4.0 Project Response Time
- PA 5.0 Deliverables
- PA 6.0 Official Languages
- PA 7.0 Work Location
- PA 8.0 Media
- PA 9.0 Conflict of Interest

##### **REQUIRED WORK (RW)**

- RW 1.0 General
- RW 2.0 Scope of Work

## **GPO 1.0 GENERAL**

The selected firms will provide Insurance Claim Adjuster services in support of the Project Management Directorate of PWGSC located in the National Capital Area.

## **PA 1.0 ROLES AND RESPONSIBILITIES**

### **1.1 PWGSC Project Manager**

The PWGSC Project Manager shall:

- Retain financial and overall responsibility for the project;
- Identify and ensure clear understanding and management of the individual call-up;
- Provide direction to the Insurance Claim Adjuster as required;
- Monitor the quality and performance of Work;
- Ensure access as appropriate to the Insurance Claim Adjuster to PWGSC existing documentation and project locations required for the individual call-up;
- Maintain stakeholder relationships and liaise with stakeholders and reconcile conflicts as required;
- Review and accept Work.

**1.2** PWGSC will review all aspects of the work on a continuing basis to determine the validity and completeness of the information provided. In the event PWGSC may identify areas of concern, including errors and omissions as well as areas of inadequate detail or areas that require further explanation, the Insurance Claim Adjuster shall re-examine the work provided and make such revisions as are subsequently agreed to be necessary, at no further cost to the Crown, and/or provide ample acceptable evidence that such corrections or amendments are unnecessary.

### **1.3 Insurance Claim Adjuster**

The Insurance Claim Adjuster shall:

- Ensure a clear understanding of the individual call-up;
- Ensure that the information provided by PWGSC, the scope of the work, the required deliverables, deadlines and communication and access protocols are clearly understood and respected;
- Ensure deliverables provided are coordinated and reviewed prior to submissions;
- Provides deliverables.
- The Insurance Claim Adjuster shall treat as confidential any information obtained during the performance of the contract.

## **PA 2.0 LINES OF COMMUNICATION**

The Insurance Claim Adjuster shall correspond only with the PWGSC Project Manager or as established by the PWGSC Project Manager identified in the individual call-up. The Insurance Claim Adjuster shall communicate with the client department or other PWGSC staff regarding project issues only if authorized to do so.

## **PA 3.0 COORDINATION WITH PWGSC**

The Insurance Claim Adjuster shall:

1. Carry out the work in accordance with approved documents and directions given by the PWGSC Project Manager in this Standing Offer and the individual call-up;
2. Communicate with the PWGSC Project Manager and update documentation/reports on a regular and ongoing basis;
3. Ensure all communications carry the PWGSC Project Title, Project Number and File Number, and Date;
4. Identify and advise the PWGSC Project Manager of any changes regarding the scope of work or any other matters that may affect schedule or costs or that may be inconsistent with instructions or written approvals previously given. The Contractor shall detail the extent and reasons for the changes and obtain written approval before proceeding;
5. Submit documents/reports for review to the appropriate PWGSC authorities provide and obtain approvals as required;

## **PA 4.0 PROJECT RESPONSE TIME REQUIREMENT**

The Insurance Claim Adjuster must be personally available to attend meetings and respond to inquiries within half (1/2) a day of the PWGSC Project Manager's request, or within a timeframe agreed to at the time of the call-up for the duration of the Work.

The Insurance Claim Adjuster must be able to demonstrate the availability of adequate resources within it's proposed team to deliver the scope of work in a timely fashion.

## **PA 5.0 DELIVERABLES**

Unless otherwise indicated in the call-up, provide one (1) copy of all deliverables plus one electronic version in a format using PWGSC operational platforms such as: Lotus (Wordpro, Lotus 123, Approach) or Microsoft Word.

The schedule for deliverables will be determined at the time of each individual call-up.

## **PA 6.0 OFFICIAL LANGUAGES**

The Insurance Claim Adjuster must be capable of providing the full range of required work in

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English. A small number of requirements may require that the Insurance Claim Adjuster provide work in French.

## **PA 7.0 WORK LOCATION**

The Insurance Claim Adjuster will utilize their own offices and equipment, including a computer with PWGSC compatible software, E-mail, and cell phone for the provision of the work.

The Department may provide access to a PWGSC hoteling station with a phone and computer for limited use by the Insurance Claim Adjuster, excluding use of the PWGSC e-mail system.

## **PA 8.0 MEDIA**

The Insurance Claim Adjuster shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the PWGSC Claims Prevention Management Unit through the PWGSC Project Manager.

## **PA 9.0 CONFLICT OF INTEREST**

The Insurance Claim Adjuster must declare any real, potential or perceived conflict of interest to the PWGSC Claims Prevention Management Unit prior to accepting a call-up for the provision of the work described herein. The Insurance Claim Adjuster must decline any call-ups where such conflict exists.

## **REQUIRED WORK**

### **RW 1.0 GENERAL**

Public Works and Government Services Canada (PWGSC), requires Insurance Claim Adjusters with the knowledge and experience of insurance industry and PWGSC practices, for the provision of all labour materials, equipment, tools and supervision necessary to provide Insurance Claim Adjustment services to assist PWGSC personnel in undertaking investigations and preparing claims against liable parties in cases where incidents result in damages to Crown staff and assets.

### **RW 2.0 SCOPE OF WORK**

The Scope of Work will include Insurance Claim Adjuster services to assist PWGSC personnel in recovering losses resulting from incidents that have caused damages to the Crown's staff and assets.

## 2.1 SCOPE OF WORK DETAILED PER PHASE

- Initial site investigation and photographs,
- Initial team meeting with the PWGSC's representatives,
- Determine the need for and coordinate experts for Cause and Origin Analysis,
- Organize meetings and obtain statements from appropriate persons/firms, including witnesses, injured personnel and those responsible for the damaged facilities,
- Hold meetings and conduct telephone conversations with insurance claim adjusters implicated,
- Review contracts, construction documents, leases, etc., as necessary,
- Reviewing and interpreting various insurance policies in conjunction with tenant leases and property management agreements to determine what is covered vs. what is not
- Assist in the compilation of damages and supporting documentation,
- Assess and compile the documentation on damages,
- Prepare draft report for review by PWGSC,
- Undertake and complete all revisions requested by PWGSC,
- Complete and submit the Final Report to PWGSC with recommendations for future handling of the case,
- Pursue or assist in recovery against the liable party(ies) for all uninsured damages,
- Co-ordinate/follow-up with all stakeholders implicated in each incident/call-up.

## 2.2 DELIVERABLES

Offerors may be required to provide any or all of the following deliverables:

- Minutes of meetings as required,
- Copies of correspondence with other insurance claim adjusters and/or firms/individuals,
- Draft Report (five copies)
- Final Report (five copies)

## 2.3. DELIVERY:

The schedule for the delivery of Work will be determined at the time of each call-up.

**ANNEX "B"****BASIS OF PAYMENT**

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to this call-up contract.

For the provision of Work as described in Annex A, Standing Offer Brief, the Contractor shall be paid the all-inclusive firm hourly rate(s) below in the performance of this Contract, GST or HST extra.

<b>Resource Category</b>	<b>Fixed Hourly Rate First and Second Year</b>	<b>Fixed Hourly Rate Third Year</b>
To Be Inserted by the Contracting Authority at Contract Award		

**2.0 GST/HST**

All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.

**3.0** The hourly rates identified will be for the duration of the Standing Offer.

**4.0** Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of work within a 50 km radius of Parliament Hill are to be calculated as an integral part of the hourly rates. For delivery of work outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Project Authority) in accordance with current Treasury Board Policy.

Solicitation No. - N° de l'invitation

EJ112-122852/A

Amd. No. - N° de la modif.

File No. - N° du dossier

fe171EJ112-122852

Buyer ID - Id de l'acheteur

fe171

Client Ref. No. - N° de réf. du client

20122852

CCC No./N° CCC - FMS No/ N° VME

## **ANNEX "C"**

### **SUBMISSION REQUIREMENTS AND EVALUATION (SRE)**

SRE 1	General Information
SRE 2	Offer Requirements
SRE 3	Submission Requirements and Evaluation
SRE 4	Price of Work
SRE 5	Basis of Selection
SRE 6	Submission Requirements - Checklist

## SRE 1 GENERAL INFORMATION

### 1.1 Reference to the Selection Procedure

An overview of the selection procedure can be found in the General Instructions. The Offeror is responsible for meeting all submission requirements. The evaluation will be based solely on the offer information submitted. Please refer to Part 2 – Offeror Instructions, Part 3-Offer Preparation Instructions and Part 4 – Evaluation Procedures and Basis of Selection.

There should be no assumption that this Request for Standing Offer (RFSO) is similar to previous RFSO's, and submitted material should ensure that all requested information is covered.

## SRE 2 OFFER REQUIREMENTS

### 2.1 Requirements for Offer Format

The following offer format information should be implemented when preparing the offer.

1. Submit one (1) bound original plus four (4) bound copies of the offer
2. Paper size should be - 216mm x 279mm (8.5" x 11")
3. Minimum font size - 11 point Times or equal
4. Minimum margins - 12 mm left, right, top, and bottom
5. Double-sided submissions are preferred
6. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
7. 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
8. The order of the offers should follow the order established in the Request for Standing Offer SRE section.

#### 2.1.1 Specific Requirements for Offer Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements is fifteen (15) pages. The following are not part of the page limitation mentioned above:

- Covering letter
- Price Offer Form (Annex D)
- Declaration Form (Annex E)
- Front page of the Request for Standing Offer document
- Front page of revision(s) to the Request for Standing Offer document (if applicable)

***Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the offer and will not be forwarded to the PWGSC Evaluation Board members for evaluation.***

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## SRE 3 SUBMISSION REQUIREMENTS AND EVALUATION

### 3.1 Mandatory Requirements

Failure to meet the mandatory requirements will render the offer as non-responsive and no further evaluation will be carried out.

#### 3.1.1 Declaration/Certification Form

Offerors must complete, sign and submit the following:

1. Declaration Form found in Annex E.

The certification attached as Annex "E", Declaration Form, must be completed and submitted with the offer, but may be submitted afterwards. If this declaration form is not completed and submitted as requested, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

### 3.2 Rated Requirements

Each offer will be evaluated against the criteria listed below. It is recommended that the Offeror address these criteria in the following order and in sufficient depth so as to indicate a clear understanding of the requirements and the work to be provided.

The offer will be assessed throughout the evaluation for conciseness and completeness.

#### 3.2.1 Comprehension of the Scope of Work

1. *What we are looking for:*

An understanding of the full and complete scope of work and work delivery as described in Annex "A", Section RW 2.0. We will assess the completeness of the offeror's understanding and suitability of the work offered by the Offeror in meeting the Scope of Work.

2. *What the Offeror should provide:*

- (a) A narrative demonstrating the offeror's experience in Insurance Claim Adjuster services relevant to Real Property contracts.
- (b) A demonstration of the offeror's understanding of the roles, responsibilities and accountabilities with respect to individual call-up situations.

#### 3.2.2 Approach and Methodology

1. *What we are looking for:*

How the Offeror will be organized to provide the Work, and its approach and methodology in the delivery of the Insurance Claim Adjuster services.

2. *What the Offeror should provide:*

- (a) A description of the Offeror's approach to the various individual call-ups scenarios that may

arise as a result of this Standing Offer;

(b) Details of the offeror's approach to providing:

- Full work as described in Annex "A"

(c) Methodologies and techniques that will be used to provide Insurance Claim Adjuster services in dealing with incidents.

### 3.2.3 Personnel Experience and Expertise

**Qualifications** – Personnel should have at least ten (10) years of experience in analyzing incidents relevant to Real Property projects in the public sector (provincial or federal governments, municipal, school boards, etc.). The Offeror should demonstrate in-house personnel capability, capacity and expertise to provide the required work as per Annex "A", section RW 2.0.

1. *What the Offeror should provide:*

(a) A brief description of a maximum of three (3) significant examples where the Offeror was required to provide analysis of incidents over the last five (5) years by its principal or personnel;

(b) Offerors should demonstrate:

- Knowledge and experience of the Insurance Claims Adjustment industry;
- A proven history of experience as an Insurance Claims Adjuster including:
  - ◆ undertaking incident investigations for floods, structural failures, and other types of incidents,
  - ◆ conducting forensic research into cause and origin of incidents,
  - ◆ conducting interviews to be used for substantiating claims,
  - ◆ the compilation of damages and supporting documentation,
  - ◆ Providing the required work on behalf of the Crown, including the preparation of "court-ready" documentation on behalf of the Crown.

(c) Submit a maximum of three (3) c.v.'s of personnel who will perform the majority of the work resulting from the individual Call-ups. These curricula vitae must clearly indicate the years of experience which each of the personnel has in the provision of the work specified in the Required Work (RW) section;

(d) Identify the personnel's years of experience, the number of years with the Offeror;

(e) Client references – Two (2) letters of reference. Contact information at the working level. Reference checks may be completed if deemed necessary;

### 3.3 EVALUATION AND RATING

Offers that are responsive (i.e. which meet all the mandatory requirements set out in the Request For Standing Offer) will be reviewed, evaluated and rated by a PWGSC Evaluation Board. In the first instance, price envelopes will remain sealed and only the technical components of the offers will be evaluated in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Comprehension of the Scope of Work	2.0	0-10	20
Approach and Methodology	2.5	0-10	25
Personnel Experience & Expertise	5.5	0-10	55
<b>Total</b>	<b>10.0</b>		<b>0-100</b>

To be considered further, offers must achieve a minimum weighted rating of sixty (60) out of the hundred (100) points available for the rated technical criteria specified above.

**No further consideration will be given to offers not achieving the pass mark of sixty (60) points.**

#### SRE 4 PRICE OF WORK

All price offer envelopes corresponding to responsive offers which have achieved the pass mark of sixty (60) points, are opened upon completion of the technical evaluation. The price offer will be for the duration of the Standing Offer. When there are four (4) or more responsive offers, an average price will be determined by adding all the price offers together and dividing the total by the number of price offers opened. This calculation will not be conducted when three or less responsive offers are received.

All price offers which are greater than one hundred twenty-five percent (125%) above the average price will be set aside and receive no further consideration.

#### SRE 5 BASIS OF SELECTION

The Offeror meeting the pass mark of sixty percent (60%) with the lowest evaluated price will be recommended for issuance of a Standing Offer.

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In the case of identical prices, the Offeror with the higher total technical rating will be recommended for issuance of a Standing Offer.

The Crown reserves the right to issue up to a maximum of three (3) Standing Offers.

## **SRE 6 SUBMISSION REQUIREMENTS - CHECKLIST**

The following list of documents and forms is provided with the intention of assisting the Offeror in ensuring a complete submission. The Offeror is responsible for meeting all submission requirements.

Please follow detailed instructions in "Submission of Offers", General Instructions (GI 05).

- Declaration/ Certification Form  
- completed and signed form(s) provided in Annex "E"
  
- Offer  
- 1 signed original + [4] copies
  
- Front page of Request for Standing Offer  
- completed and signed
  
- Front page of Revision(s) to a Request for Standing Offer  
- completed and signed

In a separate envelope:

- Price Offer form  
- one (1) completed, signed and submitted in a separate envelope

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## ANNEX "D"

### PROPOSED PRICE OFFER

#### INSTRUCTIONS

1. Complete price offer form and submit in a separate sealed envelope, with the Offeror's name, Solicitation Number, and "Price Offer" typed on the outside.
2. Price offers are not to include GST/HST and will be evaluated in Canadian Dollars.
3. Offerors are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: Offerors must provide an hourly rate for each listed position. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. Failure to insert an hourly rate for each position listed will render your offer non-responsive.
5. The hourly rate provided for the category of Administrative Support must not exceed the amount of \$40.00 for the first year, \$50.00 for the second year and \$60.00 for the third year.
6. The hourly rates identified will be for the duration of the Standing Offer.
7. Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of work within a 50 km radius of Parliament Hill are to be calculated as an integral part of the hourly rates. For delivery of work outside of this 50 km radius, travel-related expenses will be paid (with prior approval of the Project Authority) in accordance with current Treasury Board Policy.

Fixed hourly rates for each category are to be provided in columns B and D and are then multiplied by the weight factor in column A. Subtotals of each column are then multiplied by the weight factor specified. Total of each column are then added for evaluation purpose only.



**ANNEX "E"**

**DECLARATION FORM**

This Declaration form must form part of any offer by executing the signature block.

**Requirement: Insurance Adjuster**

Name of Offeror: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

(If different from street address) \_\_\_\_\_

Procurement Business Number:

Type of Organization:                     Sole Proprietorship                     Partnership  
    Corporation                                     Joint Venture

Size of Organization: \_\_\_\_\_ number of employees

**DECLARATION:**

I, the undersigned, being a principal of the Offeror, hereby certify that the information given on this form and in the attached offer is accurate to the best of my knowledge.

**A) Federal Contractors Program - Certification**

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a standing offer. If the Offeror, or, if the Offeror is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a standing offer.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any offers from ineligible contractors,

including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

If the Offeror does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Offeror must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) is subject to FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site

## **B) Former Public Servant Certification**

Contracts with 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 with FPS, offerors must provide the information required below.

### 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:

- (a) an individual;

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

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

"pension" means, in the context of the fee abatement formula, 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

Is the Offeror a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Offeror must provide the following information:

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

### **Work Force Reduction Program**

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Offeror must provide the following information:

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

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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 the Goods and Services Tax or Harmonized Sales Tax.

#### Certification

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

#### **C) M3020T (2010-01-11) Status and Availability of Resources**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

- If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

#### **D) M3021T (2007-05-25) Education and Experience**

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

**E) Conflict of Interest**

In reference to Annex 'A' Standing Offer Brief, PA 9.0 Conflict of Interest

- I/We do not have any current contractual commitments that would put us in a conflict of interest as defined in the Standing Offer Brief.
- I We do have current contractual commitments which might place us in a conflict of interest situation, with the following entity(s) for the following project(s):

Name (print): \_\_\_\_\_

Title: \_\_\_\_\_

Signature \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

E-Mail: \_\_\_\_\_

**PWGSC contact will be with the above named person**