

**REQUEST FOR PROPOSAL**  
**DISPOSAL OF HAZARDOUS MATERIALS**  
**PACIFIC REGION - BC & YT**

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## **PART 1- GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven (7) parts plus attachments and annexes, as follows:

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

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

### **2. Summary**

Public Works and Government Services Canada (PWGSC), Environmental Services, has a requirement for the assessment and abatement of hazardous materials on an "as and when requested" basis, on behalf of PWGSC and other client departments.

The assessments, compliance evaluations, abatement and disposals of hazardous material may be conducted at a variety of sites including, but not limited to, federal owned office buildings, prisons, warehouses, storage facilities, laboratories, fish hatcheries, private residences and ships owned or under the control of the federal government. PWGSC also provides management and assessment services for hazardous products and wastes generated through their use of PWGSC owned properties and on behalf of other client departments. This work includes plan development, implementation and material disposal.

The Contractor is responsible for performing or providing expert advice and support of all activities relating to the assessments, compliance, evaluations, risk management, abatement and disposals of hazardous materials, the management of chemicals and hazardous substances (including hazardous consumer products) in the Pacific Region (British Columbia and Yukon) in and around federally owned facilities and properties.

It is expected that PWGSC will award up to **three (3) Contracts** as a result of this Request For Proposal. The overall estimated volume of work to be distributed amongst successful bidders is up to \$2,100,000.00 (including applicable taxes). The period of the Contracts will be three (3) years from contract award.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

The Comprehensive Land Claims Agreements of up to eleven (11) Yukon First Nations may apply to this procurement, depending on where the services will be provided.

### **3. Debriefings**

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 : BIDDER INSTRUCTIONS**

### **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>) 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.

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(s).

The 2003 2014-09-25 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

### **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.

**Due to the nature of the bid solicitation, bids transmission by facsimile or by electronic mail to PWGSC will not be accepted.**

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10)** 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 RFSO 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 questions or may request that bidders do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

Any resulting contract must be interpreted and governed by the laws in force in **British Columbia and/or Yukon**.

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.

#### **5. 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 ten (10) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### **6. Basis for Canada's Ownership of Intellectual Property**

Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- 6.1 where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

#### **7. Performance Evaluation**

Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

## **PART 3 - BIDDER PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests the Bidders must provide their offer in separately bound sections as follows:

**Section I: Technical Bid:** Submit One (1) bound original plus three (3) copies of the proposal.

**Section II: Financial Bid:** Submit One (1) original.

**Section III: Certifications:** Submit One (1) original.

**Prices must appear in the financial offer 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 offer.

1. Submit one (1) bound original plus three (3) 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.

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.

### **2. Section I: Technical Bid**

#### **2.1 Technical Bid**

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

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

### **3. Section II: Financial Bid**

3.1 Bidders must submit their financial offer in accordance with Annex B - Basis of Pricing. The total amount of Applicable Taxes must be shown separately, if applicable.

### **3.2 Exchange Rate Fluctuation**

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

### **4. Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

##### **1.1.1 Technical Bid**

Mandatory and point rated Technical evaluation criteria are included in Annex D - Evaluation Criteria - Part 1.

##### **1.2 Financial Evaluation**

Bidders will be assessed based on the information provided, as per Annex B - Basis of Pricing, in accordance with the procedure set out in Annex D - Evaluation Criteria - Part 2.

##### **1.2.1 Mandatory Financial Criteria**

Bidders must submit firm rates for all categories listed in Annex B - Basis of Pricing.

##### **1.2.2 Evaluation of Price**

A0222T (2014-06-26), Evaluation of Price

### **2. Basis of Selection**

#### **2.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

2.2.1 To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical criteria; and
- (c) obtain the required minimum of pass score of six (6) points for each technical criteria

2.2.2 Bidders not meeting (a) or (b) or (c) will be declared non-responsive.

2.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **70%** for the technical merit and **30%** for the price.

- 2.2.4** To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 2.2.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 2.2.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 2.2.7** Neither the responsive bid obtaining the highest technical score or the one with the lowest evaluated price will necessarily be accepted:
- (a) Bids will be ranked, highest to lowest, based on their final combined Merit and Price score.
  - (b) Up to three (3) contracts may be awarded depending on the number of responsive bids received.
  - (c) The Estimated Overall Value of this requirement will be distributed among the top ranked bids as follows;

If three (3) contracts are awarded:

- 1st (Best Overall) = up to 50%
- 2nd = up to 30%
- 3rd = up to 20%

If two (2) contracts are awarded:

- 1st (Best Overall) = up to 60%
- 2nd = up to 40%

Bidders that are responsive (i.e. which meet all the mandatory requirements set out in the Request For Proposal) 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 proposal will be evaluated in accordance with the following to establish Technical Ratings:

Criterion	Rating	Minimum Pass Score	Total Points
Project Manager #1	0 - 10	6	0 - 10
Project Manager #2	0 - 10	6	0 - 10
Environmental Scientist #1	0 - 10	6	0 - 10
Environmental Scientist #2	0 - 10	6	0 - 10
Field Technologist/Technician #1	0 - 10	6	0 - 10
Field Technologist/Technician #2	0 - 10	6	0 - 10
<b>Total</b>			<b>0 - 60</b>

To be considered further, bidders **must** achieve the minimum pass score of six (6) in each technical criterion specified above.

**No further consideration will be given to bidders not achieving the minimum pass score of six (6) in each technical criteria specified above.**

### **3. Financial Evaluation**

- 2.1** All financial offer envelopes corresponding to responsive bids which have achieved the **minimum pass score of six (6) in each technical criteria** will be opened upon completion of

the technical evaluation. An average price is determined by adding all the financial offers together and dividing the total by the number of financial offers being opened.

All financial offers which are greater than twenty-five-percent (25%) above the average price will be set aside and receive no further consideration.

Bidders will be evaluated based on the hourly rates submitted on the financial offer form attached as Annex D. The hourly rate will be multiplied by a pre-determined weight factor for each category of personnel expected to perform the work.

**Financial offers will be rated as follows:**

The lowest price offer receives a Price Rating of 10. The second, third, fourth and fifth lowest prices receive Price Ratings of 8, 6, 4, and 2 respectively. All other price offers receive a Price Rating of 0.

On the rare occasions where two (or more) price offers are identical, the matching price offers receive the same rating and the corresponding numbers of following ratings are skipped.

The Price Rating is multiplied by the applicable percentage to establish the Financial Score.

**4. Total Score**

Total Scores will be established in accordance with the following:

<b>Rating</b>	<b>Possible Range</b>	<b>% of Total Score</b>	<b>Score (Points)</b>
Technical Rating	0 – 100	70	0 – 70
Financial Rating	0 – 100	30	0 – 30
<b>Total Score</b>		<b>100</b>	<b>0 - 100</b>

**PART 5 – CERTIFICATIONS**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

**1. Mandatory Certifications Required Precedent to Contract Award**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

## **2. Additional Certifications Precedent to Contract Award**

One (1) copy of the certifications listed below must be submitted with the bid. If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### **Certificate required at bid submission:**

- One (1) CIH or ROH Certificate of the named Environmental Scientist or Field Technologist/Technician on Annex D.

## **2.1 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. Failure to comply with the request may result in the bid being declared non-responsive.

## **2.2 Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

## **2.3 Workers' Compensation Certification - Letter of Good Standing**

The Bidder must have an account in good standing with each of the Workers' Compensation Boards in British Columbia and Yukon Territory.

The Bidder must provide, within seven (7) calendar 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.

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

### **1. Security Requirement**

Bidders are hereby informed that there is a possibility that some Task Authorization (TA) contracts might require that the Contractors and their personnel to possess a Designated Organization Screening (DOS) at the RELIABILITY STATUS level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

Should the successful bidders not have the level of security indicated above, PWGSC shall sponsor the successful proponents so CISD can initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful bidders for completion. Bidders desiring such sponsorship should so indicate in their covering letter with their bid.

Successful bidder(s) issued a Task Authorization Contract as a result of this Task Authorization Agreement, not possessing the required security clearance at time of a Task Authorization, will be bypassed and PWGSC will proceed to the next Contractor who possesses the required security clearance and it is furthest away from the ideal business distribution.

**2. Financial Capability**

SACC Manual clause A9033T ( 2012-07-16) Financial Capability

**3. Insurance Requirements**

- (a) The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.
- (b) If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the technical and management portions of the Contractor's bid dated (*To be Determined*).

### **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.

#### **1.2.1 Task Authorization Process**

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.

As more than one contract has been awarded for this requirement, Canada will use the following approach to select/assign an appropriate contractor.

Unless a best fit exception is approved by the Contracting Authority, a Contractor will be selected based on which Contractor is farthest away from their predetermined maximum % distribution, therefore ensuring that work is evenly distributed as identified to the Contractor's in the RFP/resulting contract. In the case where insufficient funds remain in a Contractor's contract to complete a proposed TA, the Contractor next farthest away from their % distribution, and with enough funds remaining, will be selected for the work.

#### **% Distribution:**

If three (3) contracts are awarded:

1st (Best Overall)	= up to 50%
2nd	= up to 30%
3rd	= up to 20%

If two (2) contracts are awarded:

1st (Best Overall)	= up to 60%
2nd	= up to 40%

The best fit exception is described as follows:

A Contractor may be considered based on their history in conducting previous phases of a client's project/program. For example, if a Contractor has completed the phase I, or later, Environmental Site Assessments (ESAs) of a specific client's project, then this Contractor may be considered for a subsequent phase such as phase II or later, ESAs, remedial action plan development, or Human Health and Ecological Risk Assessment (HHERA) developments. Rationale for this best fit exception would be based on the Contractor's significant previous experience with the site, thereby reducing planning time and costs for subsequent project packages.

### **Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using a Terms of Reference (ToR) or Statement of Work (SoW) document.

2. The Terms of Reference (ToR) or Statement of Work (SoW) will contain the details of the activities to be performed, a summary of known on-site hazards, 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 Authority, within the timeframe described in the ToR/SoW, a proposal outlining the proposed approach, methodology and project team to address the ToR/SoW of the Task Authorization (TA) requirement, any proposed deviation(s) to the ToR/SoW for the specific TA, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Pricing specified in the Contract. Price Support for major disbursements must be provided with the Contractor's proposal.
4. The Contractor must not commence work until a TA is authorized by the Project Authority or the Contracting Authority, using the Task Authorization Form specified in Annex F, 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.

### 1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$200,000.00 Applicable Taxes included, inclusive of any revisions.

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

### 1.2.3 Task Authorization - Order of Distribution

*(To be determined)* contracts were awarded as a result of Public Works and Government Services Canada bid solicitation number EZ113-150642. The Contractor's order of distribution is as follows:

1st (Best Overall)	= up to <i>(To be determined)</i> %
2nd	= up to <i>(To be determined)</i> %
3rd	= up to <i>(To be determined)</i> %

### 1.2.4 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" means **10%** of each Maximum Contract Value.
2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, 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. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### **1.2.5 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;
- 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:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, Applicable Taxes extra;
- (iv) the total amount, Applicable Taxes extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

For **all** authorized tasks:

- (i) the amount (Applicable Taxes extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- (ii) the total amount, Applicable Taxes extra, expended to date against all authorized TAs.

Note: The Task Authorization Reporting form will be distributed at the time of award.

## **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>) issued by Public Works and Government Services Canada.

### **2.1 General Conditions**

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **2.2 Supplemental General Conditions**

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

### **3. Security Requirement**

Contractors are hereby informed that there is a possibility that some Task Authorization (TA) contracts might require that the Contractors and their personnel to possess a Designated Organization Screening (DOS at the RELIABILITY STATUS level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

Should the successful Contractor(s) not have the level of security indicated above, PWGSC shall sponsor the successful proponents so CISD can initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful bidders for completion. Contractors desiring such sponsorship should so indicate in writing to the Contracting Authority.

Successful Contractor(s) issued a Task Authorization Contract as a result of this Task Authorization Agreement, not possessing the required security clearance at time of a Task Authorization, will be bypassed and PWGSC will proceed to the next Contractor who possesses the required security clearance and it is furthest away from the ideal business distribution.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from the date of Contract to ***(three year period to be inserted at Contract award)*** inclusive.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Patty Liu  
Title: Supply Specialist  
Public Works and Government Services Canada  
Pacific Region - Real Property Contracting  
219 - 800 Burrard Street  
Vancouver, BC V6Z 0B9

Telephone: 604-775-6227  
Facsimile: 604-775-6633  
E-mail address: patty.liu@pwgsc.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.

#### **5.2 Project Authority *(To be Determined)***

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

### 5.3 Contractor's Representative (To be Completed by Bidder)

Name: \_\_\_\_\_

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

Organization: \_\_\_\_\_

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

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

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

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 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 Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

### 6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under this Contract (i.e. the cumulative total of all Task Authorizations) must not exceed \$ (To be determined). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
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 contract funds provided are inadequate for the completion of the Work,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.

## 6.3 Method of Payment

### 6.3.1 Monthly Payments

1. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
  - (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (b) all such documents have been verified by Canada;
  - (c) the Work performed has been accepted by Canada.

## 6.4 SACC Manual Clauses (if applicable)

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C2000C (2007-11-30), Taxes - Foreign-based Contractor

## 6.5 Time Verification

C0711C (2008-05-12), Time Verification

## 7. Invoicing Instructions

### 7.1 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 time sheets to support the time claimed if requested by the Project Authority;
  - (b) a copy of the release document and any other documents as specified in the Contract;
  - (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses, and other disbursements;
  - (d) a copy of the monthly progress report.
  - (e) invoice date (corrected for amendments);
  - (f) invoice number;
  - (g) period invoice covers;
  - (h) Contract number \_\_\_\_\_ (*number to be inserted at Contract Award*);
  - (i) task number;
  - (j) project number;
  - (k) total task amount (corrected for amendments);
  - (l) amount previously invoiced;
  - (m) current invoice amount;
  - (n) amount remaining on task;
  - (o) itemized list of fees, identifying category, resource, rate, hours, and extension. Categories, rates, resources and disbursements must be pre-approved by the Authorized Client. Canada reserves the right to not pay for categories, rates, resources or disbursements submitted on invoices that have not been pre-approved. ;
  - (p) itemized list of travel expenses, identifying resource, dates of travel, location of travel, rates;
  - (q) itemized list of disbursements, cross-referenced to included back-up receipts
2. Invoices must be distributed electronically as follows:

- (a) The Original copy must be forwarded to the addressee 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.

## **8. Certifications**

### **8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated 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 associated 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.

### **8.2 Workers Compensation**

A0285C (2007-05-25), Workers Compensation

## **9. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

## **10. Priority of Documents**

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property
- (c) the general conditions 2035 (2014-09-25), General Conditions - Services (Higher Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Insurance Requirements
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated (*To be Determined*).

## **11. SACC Manual Clauses (if applicable)**

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

## **12. Insurance - Specific 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 do 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 fulfil 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.

**13. Comprehensive Land Claims Agreements**

The Comprehensive Land Claims Agreements of up to eleven Yukon First Nations may apply to this Contract, depending on where the services will be provided.

**14. SACC Manual Clauses**

A9039C (2008-05-12), Salvage

A9068C (2010-01-11), Government Site Regulations

## **Annex A**

### **Statement of Work**

#### **A.1 BACKGROUND**

- .1 Public Works and Government Services Canada (PWGSC), Environmental Services, has a requirement for the assessment and abatement of hazardous materials on an “as and when requested” basis, on behalf of PWGSC and other client departments.
- .2 The assessments, compliance evaluations, abatement and disposals of hazardous material may be conducted at a variety of sites including, but not limited to, federal owned office buildings, prisons, warehouses, storage facilities, laboratories, fish hatcheries, private residences and ships owned or under the control of the federal government. PWGSC also provides management and assessment services for hazardous products and wastes generated through their use of PWGSC owned properties and on behalf of other client departments. This work includes plan development, implementation and material disposal
- .3 The Contractor is responsible for performing or providing expert advice and support of all activities relating to the assessments, compliance, evaluations, risk management, abatement and disposals of hazardous materials, the management of chemicals and hazardous substances, including hazardous consumer products in the Pacific Region (BC and Yukon) in and around federally owned facilities and properties.
- .4 The services required relate to a variety of hazardous materials-related issues including, but not limited to:
  - (a) asbestos
  - (b) lead
  - (c) PCBs
  - (d) Mould
  - (e) Formaldehyde
  - (f) carbon monoxide
  - (g) radon
  - (h) mercury
  - (i) halocarbon containing equipment
  - (j) volatile organic compounds
  - (k) silica
  - (l) rodent droppings
  - (m) very-short-lived low-level radioactive waste
  - (n) other hazardous wastes/materials used/generated for facility operations and maintenance
  - (o) indoor air quality pollutants, and other substances or materials found at federal facilities which may pose a risk to human health or the environment.
- .5 The various types of environmental projects may take place in British Columbia and/or Yukon Territory. The assessment, management and abatement activities performed may take place in facilities that are actively in-use and occupied.
- .6 At the time of establishment of this Proposal, the number and type of projects is not known and will not be known until funding is approved on a site by site basis.
- .7 The vast majority of contaminated sites are currently funded and managed through the government-wide initiative known as the Federal Contaminated Sites Action Plan (FCSAP). FCSAP is a long-term strategy to manage contaminated sites for which departments, agencies and consolidated Crown corporations have control or responsibility.

- .8 PWGSC, Environmental Services will act as the Project Authority throughout the duration of each project. The Contractor will adhere to all the Standards and Guidelines outlined in this Statement of Work, as may be applicable to each project.
- .9 The Contractor will be the prime Contractor and will be responsible to coordinate any Sub-Contractor or Specialty Contractor. The services outlined apply not only to the Contractor, but to any Sub-Contractor and Specialty Contractor disciplines that may be required for a specific project.
- .10 The Contractor is responsible for sub-contracting the necessary contractors: including but not limited to:
  - (a) electricians
  - (b) specialized
  - (c) assessment contractors
  - (d) plumbers
  - (e) ventilation specialists
  - (f) hazardous materials abatement contractors
  - (g) general contractors with the expertise to remove/replace building materials
- .11 Some requirements will apply to the Contractor as well as all Sub-Contractor or Specialty.
- .12 The Contractor is responsible for obtaining lab analysis for various types of hazardous material samples such as but not limited to:
  - (a) bulk samples
  - (b) liquid samples
  - (c) mixed waste samples
  - (d) air samples.

## **A.2 REGULATIONS, GUIDELINES & CRITERIA**

- .1 Codes and Standards
- .2 All criteria will be in accordance with the current edition of Canadian Codes and Standards, and, any other relevant Codes as applicable. If local or municipal codes and bylaws are more stringent, they will take precedence.
- .3 Regulations, by-laws, and decisions of "Authorities having jurisdiction" will be observed. In cases of overlap, the most stringent will apply.
- .4 The Contractor will identify and communicate with all jurisdictions applicable to the project.
- .5 For material properties (both physical and chemical), methods of fabrication, tests, etc., reference should be made to the latest editions of CSA Standards and the Canadian General Standards Board, or to local standards if they are more stringent.

## **A.3 SCOPE OF WORK**

- .1 Overview  
The Contractor must complete the following services as requested in a Task Authorization (TA) by PWGSC. The activities include, but not limited to:
- .2 Assessment, compliance, evaluations and inspections, both destructive and non-destructive to determine the presence, location, quantity, use and condition of materials set out in A.1.3 above.
- .3 Assessment of the nature and extent of required abatement/disposal/management of materials set out in A.1.3 above.

- .4 Assessment and remediation of residences, warehouses and various buildings previously used to house marijuana grow operations; including the replacement of building materials to ensure the property is fit for subsequent occupancy.
- .5 Development and implementation of hazardous materials/waste management plans.
- .6 Development and implementation of Exposure Control Plans.
- .7 Development of hazardous products/hazardous building materials inventories, assessments and management plans.
- .8 Development of hazardous material standard operating procedures, directives and/or safe work procedures.
- .9 Development of scopes of work for hazardous material/hazardous building material remediation/abatement projects.
- .10 Development of contract National Master Specifications (PWGSC National Master Specification Secretariat) and preparation of required contracting documents for remediation/abatement projects.
- .11 Development of Asbestos, Lead and/or Biological Contaminant Remediation/Abatement Action Plans, including recommendations regarding abatement, removal and disposal with schedule and associated cost estimates.
- .12 Arrange and contract for abatement/remediation services, or assist in the tendering and selection of Contractor for the required work.
- .13 Coordinate work, and obtain documentation such as permits and notifications, in order to meet regulatory requirements.
- .14 The supervision of work practices and procedures to ensure that specification requirements, regulatory requirements, industry standards, best practices, department policies, and proper health and safety procedures are followed.
- .15 Provide environmental monitoring such as visual inspections, surface wipe sampling, and air monitoring.
- .16 Documentation of abatement/remediation activities including work completed, location, nature and extent of work, work practices, Contractor performance and monitoring results.
- .17 Development and implementation of site specific Health and Safety Plans.
- .18 Develop and provide hazardous materials training/awareness sessions.
- .19 Provide project reporting related to schedule, scope and budget and other performance objectives.
- .20 Provide project management services and support for hazardous material related projects in accordance with the Project Management Body of Knowledge (PMBOK) principles <http://www.pmi.org/PMBOK-Guide-and-Standards.aspx> and the National Project Management System (NPMS) processes <http://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/index-eng.html>
- .21 Provide progress and /or final invoices.

#### **A.4 Hazardous Materials Assessment and Inspection**

The Contractor must perform a Non-Destructive and/or Destructive Hazardous Materials Assessment as required:

- .1 **A Non-Destructive Hazardous Materials Assessment** is carried out in order to comply with regulatory requirements and to achieve Hazardous Materials Management Plan development and implementation. A detailed inventory of hazardous materials, as set out in A.1.3 is developed by inspection and analysis of suspect materials. For buildings, assessment and sampling of materials is achieved on a room-by-room, floor-by-floor basis and in a non-intrusive manner. This is to ensure the integrity of the building is not compromised.
- .2 **A Destructive Hazardous Materials Assessment** is performed prior to a renovation or demolition, and requires that all areas of the building envelope be surveyed for suspect hazardous building materials, as set out in A.1.3. All concealed areas such as wall cavities, above ceiling, beneath carpets, crawlspaces and sub-floor layers must be assessed. The assessment and sampling is achieved in a destructive manner where required. In areas actively occupied by tenants, temporary patch/repair work must be done after samples are taken.

Typical activities involved in both the Non-Destructive and Destructive Hazardous Materials Assessments are as follows:

- .3 Review previous Hazardous Materials Assessment reports/information and documentation, incorporating the pertinent and confirmed information into the current assessment.
- .4 Conduct a floor-by-floor, room-by-room assessment of all building areas, identifying the location, accessibility to personnel (maintenance employees, tenants, etc.), type of material (e.g. vinyl floor tiles, wall paint, thermostat) and condition of all materials set out in A.1.3. above.
- .5 Carry out sampling and subsequent analysis required to ascertain the amount of hazardous materials within the building(s).
- .6 A laboratory accredited by either one of the following: National Voluntary Laboratory Accreditation Program (NVLAP), Canadian Association for Laboratory Accreditation Inc. (CALA), or American Industrial Hygiene Association (AIHA) Bulk Asbestos Proficiency Analytical Testing (BAPAT) must be used for the analysis of all bulk asbestos samples.
- .7 Identify all sample locations on detailed floor plans, distinguishing between those that are confirmed to be hazardous and those that are not.
- .8 Photograph confirmed hazardous material item(s).
- .9 Present a summary report which includes remedial recommendations sorted by priority.
- .10 Prepare a separate summary of costs for repair, encapsulation or removal of asbestos-containing materials and other hazardous materials presented as remedial options.
- .11 Collect and analyze lead samples using toxicity characteristic leaching procedure (TCLP) in order to characterize disposal of lead containing materials.

#### **A.5 Development of Hazardous Products Inventories, Management Plans and Exposure Control Plans**

The Contractor must establish a detailed inventory of hazardous products. This process involves the following activities:

- .1 Identify processes that use or generate hazardous products and hazardous waste.
- .2 Identify and inventory hazardous products and waste that are used, generated, contained or stored within the subject facility, including those that may potentially be hazardous.

- .3 Collect and document information regarding all known and potentially hazardous products and waste including the following details: product name; manufacturer; condition; area of use; product use; storage location; storage quantity; storage container; hazardous properties; chemical state (solid, liquid, gas), hazardous ingredients; percent content; Chemical Abstracts Service (CAS) registry number; hazardous properties and classification as Toxic Substance based on Schedule 1 of CEPA, and frequency of use.
- .4 Interview facility staff regarding product use, process description and other relevant environmental, health and safety issues related to the hazardous products and hazardous waste generation.

The Contractor must develop management plans and exposure control plans of hazardous materials. This process involves the following activities:

- .5 Based on the identification and classification of hazardous materials in A.1.3, develop a matrix or risk assessment table, using a risk-based approach, to assist in determining appropriate mechanisms and options for the management plan. The risk-based approach accounts for factors such as the level of risk associated with the substance, current management practices, exposure pathways, suitability of current infrastructure (e.g. ventilation, temperature control, etc), quantities used/generated and operating costs.
- .6 A management plan must be developed to identify alternate products, alternate processes, methods for life cycle management, pollution prevention or 3Rs and operating practices for storage, handling and use, transportation, disposal, and training.
- .7 Develop tools to facilitate implementation of the management plan, including databases, training matrices, procedures or programs with the intent of being used and updated by operational or management staff.
- .8 An exposure control plan must be developed to identify risks associated with a hazardous material or waste, and provide applicable safe work procedures.

#### **A.6 Development of Asbestos Abatement Action Plans**

Activities to be completed by the Contractor in developing and implementing asbestos abatement action plans include:

- .1 Identify all asbestos-containing materials in terms of type of material, condition, and accessibility and prioritize them based on risk to occupants and users.
- .2 To ensure consistent evaluation and recommendation criteria for control of asbestos-containing materials, this asbestos risk assessment should be based on the Action Matrix within the PWGSC Asbestos Management Plan template (attached as Annex E) or a template approved by PWGSC.
- .3 Each material requiring asbestos abatement must be itemized, detailing necessary abatement (i.e. encapsulation, repair or removal), specific work procedures, cost and schedule, including milestone inspections and air monitoring requirements, according to existing regulations and guidelines.

#### **A.7 Development of Biological Contaminant Remediation Action Plans**

The Contractor must employ a Certified Industrial Hygienist (CIH) or Registered Occupational Hygienist (ROH) experienced in microbial assessment to help develop remediation action plans:

- .1 Collect spores, bulk, air, wall cavity and/or surface samples and have analyzed.
- .2 Assess and identify mould and other biological contamination.
- .3 Check if other indoor air quality issues are present.

- .4 Develop and/or implement detailed remediation work procedures, sampling programs and methodology.
- .5 Conduct milestone inspections and clearance sampling as required.

#### **A.8 Removal and Disposal of PCB, Chemical Contaminants and Other Hazardous Materials/Wastes**

Task to be provided in removing and disposing PCB, chemical contaminant and other hazardous materials/waste include:

- .1 Sample, identify, remove and dispose of PCB-containing equipment, chemical contaminants, and other hazardous materials/wastes using proper safe work procedures.
- .2 Submit all waste manifest and certificates to PWGSC prior to project closure.

#### **A.9 Development of Hazardous Materials Assessment, Abatement and Disposal Project Scopes of Work and Contract Specification**

Task to be provided by the Contractor in developing hazardous material assessment, abatement and disposal scope of work include:

- .1 Prepare tender specifications using National Master Specification (NMS) format and other supporting contract documents.
- .2 Prepare detailed cost estimates and cost breakdowns for assessments, compliance and evaluations, abatement and/or disposal projects.
- .3 Prepare detailed drawings and floor plans.
- .3 Produce proposed schedule with appropriate milestones.
- .4 Assist PWGSC in answering questions during tendering process.
- .5 Attend bid meeting(s).

#### **A.10 Implementation and Management of Abatement/Remediation Projects**

The Contractor must implement, manage and complete abatement/remediation projects in accordance with an approved Abatement or Remediation Action Plan. The Contractor may be required to conduct minor abatement/remediation services to mitigate hazards to human health or the environment identified during or resulting from the assessment process, and is less than \$25,000 (inclusive of taxes).

- .1 Prepare a Work Plan which includes: detailed cost estimates, project schedule, identification of project personnel and alternates, identification of proposed subcontractor with details of their relevant experience, project-specific Health and Safety Plan, project specific Exposure Control Plan, details of the abatement/remediation requirements and work procedures, details of air monitoring, clearance sampling, testing, and deliverables.
- .2 Contractors may be asked to hire abatement/remediation subcontractor to address the requirements of the Abatement or Remediation Action Plan. The proposed sub-contractor must be subject to the approval of PWGSC.
- .3 The overall responsibility for successful completion of the abatement project must be the Contractor's, whether the actual abatement (or portion of the remediation work) is sub-contracted or not.

- .4 Contractors must provide the requirements and costs for manifesting, transportation and disposal of hazardous materials, as required, in the abatement project Work Plan.
- .5 Sample, identify, remove and dispose hazardous materials/wastes using proper and safe work procedures, as per regulatory requirements. All waste manifests and certificates of disposal must be submitted to PWGSC prior to project closure.

#### **A.11 Training**

The Contractor must develop and present training pertaining to hazardous materials and wastes as required by PWGSC. Activities consist of:

- .1 Develop hazardous material training package which could include information related to a variety of hazardous materials related issues including, but not limited to: asbestos, lead, PCBs, mould, formaldehyde, carbon monoxide, radon, mercury, halocarbon containing equipment, volatile organic compounds, silica, rodent droppings, very-short-lived low-level radioactive waste and other hazardous wastes/materials used/generated for facility operations and maintenance, and other biological/chemical indoor pollutants.
- .2 Training sessions may range from general awareness sessions up to technical abatement methods/procedures.
- .3 Present training to a variety of staff with different audiences and levels of experience of hazardous material knowledge (e.g. project managers, technical experts, technicians, property facility managers, operational staff).
- .4 Provide hard and electronic copies of presentation and/or training documents.
- .5 Participate in hands on training to educate staff in proper procedures when dealing with hazardous materials.
- .6 Develop safe work procedures in handling of or working near areas with known hazardous materials.

#### **A.12 Project Supervision**

Project supervision requires the Contractor to act as site supervisor for the duration of assessment, compliance and evaluations, abatements or disposal project. The Contractor's roles include:

- .1 Oversee/monitor the abatement subcontractors during remediation/abatement work so that it is in accordance with the Abatement Action Plan.
- .2 Review sub-contractor's/sub-Contractor's documents such as but not limited to: Exposure Control Plan, Health and Safety plan, Notice of Project, and provide recommendation if required.
- .3 Maintain quality, budget and schedule control and record all necessary activities in accordance with the measurement for payment.
- .4 Complete on-site inspection, air monitoring (e.g. occupational, ambient, air clearance), monitoring of work procedures, sampling and analysis to guide the sub-contractor in its abatement activities.
- .5 Conduct air clearance monitoring and on-site inspection to document the completion of work and demonstrate that abatement objectives have been satisfied, and collection or preparation of as-built drawings.
- .5 Provide air monitoring results in table format. Compare results to regulations, standards or guidelines.

- .6 For asbestos air sample analysis, the laboratory must participate in a Quality Assurance/Quality Control (QA/QC) program. The lab must be accredited by a program such as American Industrial Hygiene Association (AIHA) Industrial Hygiene Proficiency Analytical Testing (IHPAT).
- .7 Meet with PWGSC as required to discuss any technical aspect of the project.

### **A.13 REPORTING REQUIREMENTS**

The Contractor must provide written reports for each assessment, survey, compliance and evaluation, and/or abatement performed as well as progress reports at time intervals specified by PWGSC.

### **A.14 Progress Reports**

- .1 Written or emailed progress reports must be provided at a frequency determined by PWGSC.
- .2 Reports must include (at minimum):
  - .1 Synopsis of work completed during the latest report period.
  - .2 Projected work plan for the following period.
  - .3 Concerns or risk with the progress and findings.
  - .4 Analyze and prioritize risk and include action plan.
  - .5 Provide update on project schedule, budget and deliverables (original, actual, variance).

### **A.15 Draft and Final Reports**

- .1 At minimum, all reports must include: project background, site description/location, applicable regulations and guidelines, methodology, results (lab results in table format), recommendations, conclusion, limitations, references, floor plans of sample location or areas abated, photographs (if allowable), and lab analysis results.
- .2 Substandard reports may be returned for complete rewrite at the Contractor's expense. Final reports must also be submitted in electronic format (cd or email). ***A complete, stand-alone version of the report must be submitted as a single, unlocked, unprotected Adobe Acrobat (.pdf) file. The file must include all figures, drawings, tables, photos, lab reports, appendices, which have been included in the paper copy of the report.*** Any signature pages with signatures and professional stamps that are present in the paper copy of the report must be scanned and included in the electronic copy.
- .3 Electronic format must also include all figures, drawings, tables, graphs and photos submitted separately in their native software format (e.g. .dwg, .xls, or .jpg) which is compatible with PWGSC software.
- .4 Reports must be printed as double-sided reports and use recycled-content paper wherever possible. To reduce waste, draft reports may be submitted electronically as an Adobe (.pdf) or Microsoft Word (.doc) file.
- .5 Incorporate comments from PWGSC and finalize report within one (1) week, or within a timeframe agreed upon with PWGSC.
- .6 Unless otherwise specified in the TA or approved by PWGSC in advance, two (2) hard copies of the final report and two (2) electronic cds are required. As an alternative to cds, the entire final report may be sent electronically via email or unsecured flash drive.
- .7 Any statement of limitations or similar clauses in the report must comply with all contract terms and conditions. Reports must state "*Liability is specified in the Contract with Public Works and Government Services Canada. Copyright in the Material belongs to Canada.*"
- .8 All final reports are subject to acceptance by Canada and must be signed by all authors, and sealed as appropriate.

## **A.16 PRE-WORK REQUIREMENTS**

- .1 After receiving a draft TA and prior to commencing Work, the Contractor must confirm with PWGSC the following:
  - (a) It understands the Scope of Work.
  - (b) It understands the roles and responsibilities of all persons involved in the Task, including Contractor personnel and Employees of Canada.
  - (c) All permits, approvals, and agreements are in place.
  - (d) All Health and Safety and Environmental Protection requirements are in place.
  - (e) It understands potential risks to completion of the Work.
- .2 The performance expectations for work plans submitted in response to a TA and their execution, subject to changes in scope (including unforeseeable changes), are:
  - (a) Proposed methods and means are appropriate and complete to meet the Work general intent, identified objectives and PWGSC requirements. The approach must be cost-efficient and ensure that the stated objectives of the project must be achieved. The Contractor must communicate with PWGSC as necessary to obtain a clear understanding of project requirements and objectives prior to submission of a work plan and cost estimate.
  - (b) Proposed schedule (including milestones and deliverables) is reasonable and able to be completed within the time set by the TA. All deliverables must be completed unless otherwise specified in the TA.
  - (c) Proposed cost estimate must not be exceeded without a revision signed by PWGSC. The cost estimate must accurately reflect the anticipated costs. A detailed tabulation of estimated fees and disbursements broken down on a per-task basis or per key milestone, with a summary of fees and disbursements for each primary task must be provided.
- .3 Changes in scope, schedule, or cost to an authorized TA will require a TA revision.

## **A.17 COMMUNICATION REQUIREMENTS**

- .1 Attend meetings (e.g. start up, project closure) via teleconference or face-to-face.
- .2 Prepare draft meeting minutes within one (1) week and provide copy to PWGSC for review and approval prior to distribution.
- .3 All correspondence related to the project must be copied to PWGSC.
- .4 Immediately notify PWGSC by telephone and/or in writing, if additional work is necessary due to a change in on site conditions or requirements. Work or activities which are additional or supplemental to or in substitution of the work and budget specified in the Contractor's approved work plan must not be undertaken without the approval of PWGSC.
- .5 Under certain and very limited circumstances (e.g. asbestos abatement in a remote location, where communication with PWGSC or the ability to obtain verbal or written approval may be problematic), PWGSC may, in advance, authorize fieldwork additional to that specified in the work plan if it may be

required to complete abatement. In these cases, the Contractor is expected to exercise good judgement, bearing in mind potential constraints to budget and the overall objectives of the project. Where additional work of this nature is deemed necessary, the Contractor must provide a full description of and rationale for this work to PWGSC at the earliest opportunity.

#### **A.18 HEALTH & SAFETY REQUIREMENTS**

- .1 The Contractor must be responsible for making all employees, sub-contractors/sub-contractors and others at the site, aware of the health and safety issues at the site. Appropriate personnel protective equipment (PPE) must be worn at all times during any assessment, compliance, evaluation, and abatement or hazardous waste disposal activities. Appropriate protective barricades and danger/warning notices must also be required around all abatement activities. Accordingly, a site specific hazard analysis must be carried out and subsequent Health and Safety (H&S) plan is required prior to any on site work and implemented during the site activities.

#### **A.19 Regulatory Requirements**

- .1 The Contractor must comply with all applicable and relevant regulations, codes, acts, bylaws, standards as referenced in Table 1. Regulations, Guidelines and Criteria in Pacific Region (BC & Yukon).
- .2 Comply fully with the Workers' Compensation Act, regulations and orders made pursuant thereto, and any amendments up to the completion of the Work.
- .3 Maintain Workers' Compensation Board coverage during the term of the Contract.
- .4 Ensure that its employees are qualified, competent and certified to perform the Work a required by the Workers' Compensation Act, Occupational Health and Safety Regulations and PWGSC directives and policies.
- .5 In event of conflict between any provision of the above authorities, the most stringent provision will apply. Should a dispute arise in determining the most stringent requirement, PWGSC will advise on the course of action to be followed.

#### **A.20 Submittals**

- .1 Where applicable, the Contractor must not proceed with Work prior to submitting to PWGSC the following documentation:
  1. Health and Safety Plan
  2. Copies of reports or directions issued by federal and provincial health and safety inspectors
  3. Copies of incident and accident reports
  4. Complete set of Material Safety Data Sheets (MSDS), and all other documentation required by Workplace Hazardous Materials Information System (WHMIS)
  5. Emergency procedures
- .2 PWGSC may review the Contractor's site-specific H&S plan and emergency procedures, and provide comments to the Contractor. The Contractor must revise the plan as appropriate and resubmit to PWGSC for review upon request.
- .3 Medical surveillance: where prescribed by legislation, regulation, safety program, or PWGSC directive, the Contractor must submit certification of medical surveillance for site personnel prior to commencement of Work, and must submit additional certifications for any new site personnel to PWGSC.

- .4 Submission of the Health and Safety Plan, and any revised version, to PWGSC is for information and reference purposes only.

#### **A.21 Health and Safety Responsibilities**

- .1 For a multiple-employer workplace, the Contractor is engaged as the Prime Contractor as described in the Workers Compensation Act, unless another party has been engaged in writing by PWGSC.
- .2 The Contractor is responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .3 The Contractor must comply with and enforce compliance by employees with safety requirements of contract documents, applicable federal, provincial, territorial and municipal statutes, regulations, directives and with site-specific H&S plan.
- .4 The Contractor must ensure that when working from heights, fall protection requirements are met as per Canada Labour Code Occupational Health and Safety Regulations.

#### **A.22 Health and Safety Coordinator**

- .1 The Contractor's Health and Safety Coordinator may be required to be a Registered Occupational Hygienist or Certified Industrial Specified Hygienist, as appropriate, and must:
  - .1 Be responsible for completing all health and safety training, and ensuring that personnel that do not successfully complete the required training are not permitted to enter the site to perform Work.
  - .2 Be responsible for implementing, daily enforcing, and monitoring the H&S plan.
  - .3 Be on site during execution of Work.

#### **A.23 General Health and Safety Conditions**

- .1 The Contractor must provide safety barricades and lights around Work site as required providing a safe working environment for workers and protection for pedestrian and vehicular traffic.
- .2 The Contractor must ensure that non-authorized persons are not allowed to circulate in designated construction areas of the Work site and must:
  - .1 Provide appropriate means by use of barricades, fences, warning signs, traffic control personnel, and temporary lighting as required.
  - .2 Secure site at night time or provide security guard(s) as deemed necessary to protect site against entry.

#### **A.24 Project/Site Conditions**

- .1 The Contractor must refer to site characterization data in various agency submittals and site condition/assessment reports to determine site-specific hazards that the Work at site must involve contact with.
- .2 Should any unforeseen or peculiar safety-related factor, hazard or condition become evident during performance of the Work, immediately stop Work and advise PWGSC verbally and in writing.

#### **A.25 Permits and Notices**

- .1 The Contractor must obtain specialty permit(s) related to project before start of Work.

- .2 The Contractor may be required to complete and submit a Notice of Project as required by provincial or territorial authorities or by PWGSC.
- .3 The Contractor must provide copies of all notices to PWGSC.

#### **A.26 Health and Safety Plan**

- .1 Conduct a site-specific hazard assessment based on review of contract documents, required Work, and project site. Identify any known and potential health risks and safety hazards.
- .2 Prepare and comply with a site-specific project H&S plan based on hazard assessment, including, but not limited to, the following:
  - a. Contractor's safety policy
  - b. Identification of applicable compliance obligations
  - c. Definition of responsibilities for project safety/organization chart for project
  - d. General safety rules for project
  - e. Job-specific safe work procedures
  - f. Inspection policy and procedures
  - g. Incident reporting and investigation policy and procedures
  - h. Occupational Health and Safety Committee/Representative procedures
  - i. Occupational Health and Safety meetings, communications and recordkeeping procedures
  - j. Summary of health risks and safety hazards resulting from analysis of hazard assessment, with respect to site activities and operations which must be performed.
  - k. List hazardous materials to be brought on site as required by Work.
  - l. Indicate engineering and administrative control measures to be implemented at the site for managing identified risks and hazards.
  - m. Identify personal protective equipment (PPE) to be used by workers.
  - n. Identify personnel and alternates responsible for site safety and health.
  - o. Identify personnel training requirements and training plan, including site orientation for new workers.
- .3 Develop the plan in collaboration with all sub-contractors. Ensure that work/activities of sub-contractor are included in the hazard assessment and are reflected in the plan.
- .4 The review of the Health and Safety Plan by PWGSC must not relieve the Contractor of responsibility for errors or omissions in the final Health and Safety Plan.

#### **A.27 Emergency Procedures**

- .1 List standard operating procedures and measures to be taken in emergency situations. Include an evacuation plan and emergency contacts (i.e. names/telephone numbers) of:
  - a. Designated personnel from own company
  - b. Regulatory agencies applicable to Work and as per legislated regulations
  - c. Local emergency resources
  - d. PWGSC
- .2 Include the following provisions in the emergency procedures:
  - a. Notify workers and the first-aid attendant of the nature and location of the emergency
  - b. Evacuate all workers safely
  - c. Check and confirm the safe evacuation of all workers
  - d. Notify the fire department or other emergency responders
  - e. Notify adjacent workplaces or residences which may be affected if the risk extends beyond the workplace
  - f. Notify PWGSC and site staff

- .3 Provide written rescue/evacuation procedures as required for, but not limited to:
  - a. Work at high areas
  - b. Work in confined spaces or where there is a risk of entrapment
  - c. Work on, over, under and adjacent to water
  - d. Workplaces where there are persons who require physical assistance to be moved.
- .4 Design and mark emergency exit routes to provide quick and unimpeded exit.
- .5 Provide written spill response procedures as required.
- .6 Revise and update emergency procedures as required, and resubmit to PWGSC.

#### **A.28 Hazardous Products**

- .1 Comply with requirements of WHMIS regarding use, handling, storage and disposal of hazardous materials, and regarding labeling and provision of MSDS acceptable to PWGSC and in accordance with the Canada Labour Code.
- .2 Store oily/paint-soaked rags, waste products, empty containers and materials subject to spontaneous combustion in ULC approved, sealed containers and remove from site on a regular basis.
- .3 Handle, store, use and dispose of flammable and combustible materials in accordance with the National Fire Code of Canada.
- .4 Provide spill response material compatible with products used for the project.

#### **A.29 Posted Documents**

- .1 Post legible versions of the following documents on site:
  - a. Health and Safety Plan
  - b. Work plan
  - c. Emergency procedures
  - d. Site drawing showing project layout, locations of the first-aid station, evacuation route and marshalling station, and the emergency transportation provisions
  - e. Notice of Project
  - f. Notice as to where a copy of the Workers' Compensation Act and Regulations are available on the work site for review by employees and workers
  - g. WHMIS and MSDS documents
  - h. List of names of Joint Health and Safety Committee members, or Health and Safety Representative, as applicable.
- .2 Post Material Safety Data Sheets on site, in a common area, visible to all workers and in locations accessible to tenants when Work includes activities adjacent to occupied areas.

#### **A.30 Meetings**

- .1 Attend health and safety start up meeting and all subsequent meetings called by the PWGSC.
- .2 Ensure all site personnel attend a daily health and safety "tailgate" or "toolbox" meeting, which must include:
  - a. Sign-in of all attendees
  - b. Planned Work activities and environmental considerations for that shift

- c. Hazards associated with these Work activities, including environmental hazards (e.g. potential for hypothermia, heat exhaustion, heat stroke)
  - d. Appropriate job-specific safe work procedures
  - e. Required personal protective equipment
  - f. Appropriate emergency procedures
- .3 Retain records of all health and safety meetings on site during Work, and retain as corporate records for a minimum of seven (7) years after Work is completed.

#### **A.31 Correction of Non-Compliance**

- .1 Immediately address health and safety non-compliance issues identified by PWGSC.
- .2 Provide PWGSC with written report of action taken to correct non-compliance with health and safety issues identified.
- .3 PWGSC may issue a "stop work order" if non-compliance of health and safety regulations is not corrected immediately or within posted time. The Contractor is responsible for any costs arising from such a "stop work order".

#### **A.32 Special Requirements**

- .1 The Contractor's on site activities must not disrupt the normal function, access and working environment of the site within reason. No on site activities must be completed without the authorization from PWGSC.
- .2 Where required, keys will be provided to the Contractor to access the subject property. The Contractor must ensure that upon leaving, all buildings and/or gates are secured as found and the keys returned without undue delay to PWGSC or on site personnel. Any aspect of the property that is perceived by the Contractor to be unsafe or unusual (e.g. damaged conduit, unsecured building, evidence of recent vandalism) must be documented, photographed and reported to PWGSC.
- .3 PWGSC must be notified immediately of conditions that pose an imminent threat to human health and the environment.
- .4 The Contractor must immediately inform PWGSC of any suspicious items (e.g. suspected stolen items, firearms, other weapons, ammunition, pyrotechnics, explosives, chemicals, and cash) found, discovered, revealed or otherwise located during the conduct of the Work. The Contractor, their employees or sub-contractor/sub-Contractor must not touch, move, remove, relocate, disturb or otherwise handle any suspicious item. PWGSC is responsible for contacting police or other authority to further manage such items. Only in the event that PWGSC cannot be contacted immediately, the Contractor is instructed to communicate such discovery immediately to the nearest emergency response organization.
- .5 Work in sensitive security areas (e.g., prisons, airports, National Defence facilities) may require the Contractor, as well as any sub-contractor/sub-Contractor personnel to have a requisite level of security clearance prior to examining pertinent site documents or to work on site. In those cases, all personnel must provide written confirmation of the appropriate security clearances to PWGSC prior to any sensitive phase of the project. Failure to obtain and provide confirmation of security clearances for all affected personnel is grounds for termination of the project.
- .6 While working in some high security facilities (e.g. prisons) the Contractor may not be allowed to bring wireless cellular and digital phones or other equipment on site. The Contractor must adhere to site specific security requirements.

- .7 Work must be conducted during normal working hours (Monday to Friday) unless prior authorization has been granted by PWGSC.

### **A.33 Categories of Work**

Typical responsibilities of Specializations are as follows:

- .1 **Project Manager:** Coordinator for all PWGSC projects in which the Contractor is involved and Project Manager for major projects. Overall responsibility includes: cost, schedule, quality, senior review, communications, risk management, resources, health and safety, and environmental protection.
- .2 **Environmental Scientist:** An Engineer or Scientist that provides field supervision for investigations, Project Manager for simple projects, Contractor for major projects.
- .3 **Field Technologist/Technician:** A Field Technologist or Technician that provides field sampling, data compilation and data review.
- .4 **CADD/GIS:** Provides drafting and routine Geographical Information System work.

## **Annex B Basis of Payment**

### **B1. Professional Fees**

- .1 The Consultant will be paid for actual hours worked/operated, as approved by the Project Authority, at the firm hourly rate, detailed in the Professional Fees Unit Price Table, Applicable Taxes extra. The rates will be firm for the full period of the Contract.
- .2 Firm, all-inclusive, hourly rates by classification must be inclusive of full compensation for payroll, burdens, WCB, Insurance, and general overheads related to the normal operation of the business.
- .3 Personnel substituted, with the prior approval of the Project Authority, are to be charged out at their standard rate which cannot exceed the hourly rate of the personnel that they are substituted for.
- .4 Hourly rates will remain firm for the full period of the Contract. The hourly rates for each person in a specific category of personnel must be the same.
- .5 The hourly rates quoted must include all overhead, including administrative time, field supplies, internal equipment charges (including equipment charges considered to be internal although they may be rented), clerical support and other indirect support such as report printing costs for 3 hardcopies.
- .6 Extraordinary printing costs (e.g. high quality photograph reproduction not possible on standard laser printers or plotters) may be charged only if specific prior approval from PWGSC is obtained.
- .7 Time worked which is more or less than an hour must be prorated to reflect actual time worked.
- .8 The Contractor will only be allowed to charge for the categories of personnel identified below. If other personnel, such as clerical support, are normally charged out for these services then the bidder must include their estimated costs in the hourly rates of one of the categories above.
- .9 Overtime, holidays, weekend and evening work must be charged at the firm hourly rate.

### **B.2 New or Replacement Personnel**

- .1 If the Contractor plans to use any personnel who have not previously received approval by PWGSC, the Contractor must get PWGSC approval prior to allowing the person to work on, or be chargeable to, the project. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes and cover letters must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience **equal to or better than** the individual(s) originally proposed in the Task Authorization. PWGSC reserves the right not to make payment for personnel not pre-approved by PWGSC.
- .2 The rates for the replacement personnel must be the same rate as the category their replacement was in or whichever category is appropriate based on their skills.

### **B.3 Personnel Moving to Different Category**

- .1 If the Contractor plans to move a pre-approved personnel listed in a certain category (i.e. Project Manager, Environmental Engineer/Scientist(s), Field Technologist/Technician(s)) into another category, they must get pre-approval by PWGSC. PWGSC reserves the right not to make payment for personnel not pre-approved into a different category.

## **B.4 Disbursements**

### **.1 Other Direct Expenses**

- .2 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.
- .3 Direct expenses, for sample analyses, if approved in advance by PWGSC, will be paid at actual cost incurred without mark up.
- .4 Non-allowable field supplies and internal equipment charges include the following:
  - .1 Health and safety equipment and supplies (e.g. Personal Protective Equipment) including: hard hats, protective goggles, safety footwear, gloves, disposable gloves, coveralls, disposable coveralls, respirators, cartridges, disposable respirators, life jackets, survival suits, first aid kits.
  - .2 General sampling equipment and supplies including: gascator, Photo Ionization Detector, sample containers, preservatives, coolers, ice.
  - .3 Water monitoring equipment and supplies including: pH meters, conductivity meters, turbidity meters, dissolved oxygen meters, water level meters, interface probes.
  - .4 Water sampling equipment and supplies including: bailers, watterra tubing, peristaltic pumps, pump tubing, filters.
  - .5 Vapour sampling equipment and supplies including: pumps, tubing, leak detection system.
  - .6 Surveying equipment and supplies including: measuring wheel, GPS unit (non-differential), tapes, stakes, spray paint.
  - .7 Miscellaneous equipment and supplies including: telephone charges, cell phone, fax charges, computer, software, plotter, camera, common hand tools, batteries, stationary, printing charges.
- .5 Extraordinary field supplies and internal equipment charges may be allowed on a case by case basis with prior approval from PWGSC.
- .6 Extraordinary field supplies and internal equipment charges will be paid for actual costs incurred with no mark-up. If the extraordinary field supplies or internal equipment charge is Contractor - owned, proof that Contractor rates are industry competitive must be provided. Extraordinary field supplies and internal equipment charges must be specifically identified in the work plan and prior approval from PWGSC is required. All extraordinary field supplies purchased for Work under the Contract becomes the property of PWGSC.

## **B.5 Subcontractors/subconsultants**

- .1 Sub-Contractor fees will be recovered at cost plus a firm fixed percentage.
- .2 Subcontractors/subconsultants required to complete the activities may be hired by the Contractor if the work is less than \$25,000 (inclusive of applicable taxes). The successful Sub-Contractor/Sub-consultant must be approved by PWGSC.
- .3 Abatement and remediation work which requires construction or demolition activities greater than \$25,000 (inclusive of applicable taxes) is not permitted under the task authorization.

## **B.7 Travel and Living Expenses**

- .1 The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified 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". Charges for air travel must not exceed that for economy class.
- .2 All travel must have the prior authorization of PWGSC.
- .3 All payments are subject to government audit.
- .4 For projects located in British Columbia (excluding Vancouver Island) and Yukon, travel-related expenses associated with the delivery of services will be calculated from the PWGSC's Vancouver Office, 800 Burrard Street, Vancouver, BC V6Z 0B9 or from the Contractor's office to the project site, whichever is closer.
- .5 For projects located on Vancouver Island, travel-related expenses associated with the delivery of services will be calculated from the PWGSC's Victoria Office, 1230 Government Street, Victoria, BC V8W 3X4 or from the Contractor's office to the project site, whichever is closer.
- .6 All travel related expenses within 50kms of the above locations will be included in the Contractor's hourly fee structure.

## **B.8 Limitation of Expenditure**

With the exception of the firm elements above, the amounts shown in the respective categories of the Basis of Pricing are estimates, and it is the intention that changes from item to item will be accepted for billing purposes as the work proceeds, provided that the total cost of the authorized Task Authorization does not exceed the limitation of expenditure specified in the authorized Task Authorization.

**Proposed Basis of Pricing Table (will form Basis of Payment)**

**A. Professional Fees Unit Price Table**

Period of Award (TBD) to \_\_\_\_\_, 2016

Item	Resource Category	Hourly Rate
1	Project Manager	\$__
2	Environmental Scientist	\$__
3	Field Technologist/Technician	\$__
4	CADD/GIS	\$__
<p>Others – Please provide any miscellaneous Category/Title that cannot be classified above. They will NOT form part of the financial evaluation. Note: The Hourly Rate for any miscellaneous Category/Title provided below, must not exceed the highest Hourly Rate offered for items 1-4 above. Canada reserves the right to accept or reject any or all responses received in this category.</p>		

\_\_\_\_\_, 2016 to \_\_\_\_\_, 2017

Item	Resource Category	Hourly Rate
1	Project Manager	\$___
2	Environmental Scientist	\$___
3	Field Technologist/Technician	\$___
4	CADD/GIS	\$___
<p>Others – Please provide any miscellaneous Category/Title that cannot be classified above. They will NOT form part of the financial evaluation. Note: The Hourly Rate for any miscellaneous Category/Title provided below, must not exceed the highest Hourly Rate offered for items 1-4 above. Canada reserves the right to accept or reject any or all responses received in this category.</p>		

\_\_\_\_\_, 2017 to \_\_\_\_\_, 2018

Item	Resource Category	Hourly Rate
1	Project Manager	\$____
2	Environmental Scientist	\$____
3	Field Technologist/Technician	\$____
4	CADD/GIS	\$____
<p>Others – Please provide any miscellaneous Category/Title that cannot be classified above. They will NOT form part of the financial evaluation. Note: The Hourly Rate for any miscellaneous Category/Title provided below, must not exceed the highest Hourly Rate offered for items 1-4 above. Canada reserves the right to accept or reject any or all responses received in this category.</p>		

**B. Disbursements (Subcontractors/Subconsultants)**

Cost plus Firm Fixed \_\_\_\_\_%

**ANNEX C**  
**INSURANCE REQUIREMENTS**

Please view attached

# ANNEX C



Travaux publics et  
Services gouvernementaux  
Canada

Public Works and  
Government Services  
Canada

# CERTIFICATE OF INSURANCE

Description and Location of Work  Disposal of Hazardous Materials Pacific Region (BC & YT)	Contract No. EZ113-150642
	Project No.

Name of Insurer, Broker or Agent	Address (No., Street)	City	Province	Postal Code
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Name of Insured (Contractor)	Address (No., Street)	City	Province	Postal Code
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Additional Insured  
**Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services**

Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
<b>Commercial General Liability</b>				\$	\$	\$
<b>Errors &amp; Omissions / Professional Liability</b>				\$	\$	\$
<b>Environmental Impairment Liability</b>				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
				\$		

I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.

Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)

Telephone number

Signature

Date D / M / Y

**General**

The insurance policies required on page 1 of the Certificate of Insurance must be in force and must include the insurance coverage listed under the corresponding type of insurance on this page.

The policies must insure the Contractor and must include Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services as an additional Insured.

The insurance policies must be endorsed to provide Canada with not less than thirty (30) days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

Without increasing the limit of liability, the policies must protect all insured parties to the full extent of coverage provided. Further, the policies must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

**Commercial General Liability**

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.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - 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.

### **Errors & Omissions / Professional Liability**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:  
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

### **Environmental Impairment Liability**

1. The Contractor must obtain Contractors Professional Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. 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.
3. The Contractors Professional 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 as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - c. Separation of Insureds: 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.
  - d. 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.
  - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

**Annex D**  
**Evaluation Criteria**

Part 1 Technical Evaluation

Part 2 Financial Evaluation

## Part 1 Technical Evaluation

Technical bids will be evaluated as follows:

### 1.0 Mandatory Requirements

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

(a) Bidders must include the following with their submission:

- (i) Resumes for proposed personnel in each category: Project Manager (two [2] individuals), Environmental Scientist (two [2] individuals), and Field Technologist/Technician (two [two] individuals). Resumes are not to exceed a maximum of two (2) pages for each proposed personnel.
- (ii) Completion of the relevant project experience for proposed personnel in each Specialization.

### 2.0 Licensing, Certification or Authorization

The Bidder shall be licensed to provide the necessary professional services to the full extent that may be required by provincial law in the province of British Columbia and/or Yukon Territory.

### 3.0 Technical Requirements – Mandatory and Point Rated Criteria

- (a) Bids meeting the mandatory requirements will be evaluated in accordance with the point rated criteria. As indicated under Part 3, Section 2.1 of the RFP, the technical bid should address clearly and in sufficient depth, the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient.
- (b) Using the provided forms or using a reasonable copy of the provided forms on a separate page or pages, provide a response to each of the following mandatory and point rated criteria.
- (d) The information provided by the Bidder may be verified by Canada. Failure by the Bidder to provide the required information or in the event that the information cannot be verified shall result in the Bidder being disqualified and no further consideration will be given to the Bidder.
- (e) Canada reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided. In the event the information cannot be verified or the service is found to be unsatisfactory shall result in the bid being considered non-responsive and no further consideration will be given to the Bidder.

### 3.1 Technical Evaluation Criteria Table

Technical Evaluation Criterion	Rating	Minimum Pass Score	Technical Points Rating
1. Project Manager #1	0 - 10	6	0 - 10
2. Project Manager #2	0 - 10	6	0 - 10
3. Environmental Scientist #1	0 - 10	6	0 - 10
4. Environmental Scientist #2	0 - 10	6	0 - 10
5. Field Technologist/Technician #1	0 - 10	6	0 - 10
6. Field Technologist/Technician #2	0 - 10	6	0 - 10
			<b>0 - 60</b>

### 3.2 Mandatory Criteria

#### Corporate Capability

The bidder **must** demonstrate it has the corporate capability to provide the appropriate services related to hazardous materials projects stated in the SOW. Failure to provide this information will render the bid as non-responsive.

Bidders must provide detail for the following:

(A) Specialization	(B) Name	(C) Accreditation	(D) Education	(E) Experience
Project Manager	1. 2.		1. 2.	1. 2.
Environmental Scientist	1. 2.	*1.	1. 2.	1. 2.
Field Technologist/Technician	1. 2.	*1.	1. 2.	1. 2.
CADD/GIS	1.		1.	1.

**3.2(A) Specialization:** Description of each personnel category being assessed.

**3.2(B) Name:** List the name of individual(s) for each Specialization. Individuals listed in the chart above may only be listed under one (1) Specialization. (ie. Only listed once in the table).

**3.2(C) Accreditation:** List \*one (1) named Environmental Scientists or Field Technologist/Technician that is a Certified Industrial Hygienist (CIH) or Registered Occupational Hygienist (ROH). \*One (1) named Environmental Scientist or Field Technologist/Technician **MUST BE** a CIH or ROH.

**3.2(D) Education:** List the highest level of certificates, diplomas, or degrees for each listed individual(s). The relevant minimum education levels for the Specialization are as follows:

Project Manager: BSc  
 Environmental Scientist: BSc  
 Field Technologist/Technician: Diploma  
 CADD/GIS: Certificate

**3.2(E) Experience:** Indicate the number of years each listed individual(s) has worked in the discipline relevant to the Specialization. This does not include time at school or time working in a different discipline. Individuals must have the following minimum years of experience:

Project Manager: Eight (8) years  
Environmental Scientist: Five (5) years  
Field Technologist/Technician: Three (3) years  
CADD/GIS: One (1) year

Resumes for each individual listed in 3.2 must be included. Resumes must be a maximum of two (2) pages. Resumes for each individual must include details of all information summarized in 3.2, including:

- (i) Accreditation organization, jurisdiction, date accreditation obtained, current status.
- (ii) All post-secondary education institutes, dates attended, credentials obtained.
- (iii) Work history with employer names, dates employed, job titles, responsibilities.

Resumes will not be evaluated. Resumes must clearly verify that personnel proposed are qualified for the category. Information presented not supported by the resume may not be considered.

**Any pages which extend beyond the page limitation stated will be extracted from the bid and will not be forwarded to the PWGSC Evaluation Board members for evaluation.**

### **3.3 Technical Evaluation**

- (a) The *Part 1 - Technical* part of the bid will be evaluated by the Evaluation Board according to the technical evaluation criteria listed in the Bid documents. Bidders should note that in areas where Canada considers the Technical Component of the bid to be excessive, no additional rating points will be awarded.
- (b) The information will be rated from 0 to 10 for each technical criterion/element. The rating is then multiplied by the weight factor shown in the Evaluation Criteria Table to produce a weighted rating.

### 3.4 Point Rated Criteria 1: Project Manager Project Experience

**Description:** Identify one (1) hazardous materials related project completed for each Project Manager listed within the last five (5) years. Projects must be related to hazardous material assessment, compliance and evaluation, abatement and disposal. Maximum of two (2) pages per Project Manager.

- (a) Project Name**
- (b) Location**
- (c) Description**
- (d) Client:** Entity that commissioned the work. Provide a reference:
  - (i) Reference Company Name
  - (ii) Reference Name
  - (iii) Reference Address
  - (iv) Reference Telephone Number
- (e) Value:** Total value of consulting charges over the life of the project, including consulting fees. Do not include disbursements or other work contracted separately.
- (f) Project Management Responsibilities:** Describe overall project management responsibilities for the project, including budget, schedule, quality management, allocation of technical personnel, support to junior staff, development of scope of work and National Master Specifications, management of tender process, senior technical review of abatement reports and development and delivery of training.
- (g) Coordination Responsibilities:** Describe coordination responsibilities for the project, including client communications, risk management, and resource management.
- (h) Safety Responsibilities:** Describe health and safety responsibilities for the project, including human health and environmental protection; review of site specific Health and Safety Plans.

### 3.5 Point Rated Criteria 2: Environmental Scientist Project Experience

**Description:** Identify one (1) hazardous materials related project completed for each Environmental Scientist listed within the last five (5) years. Projects must be related to hazardous material assessment, compliance and evaluation, abatement and disposal. Maximum of two (2) pages per Environmental Scientist.

- (a) Project Name**
- (b) Location**
- (c) Description**
- (d) Client:** Entity that commissioned the work. Provide a reference:
  - (i) Reference Company Name
  - (ii) Reference Name
  - (iii) Reference Address
  - (iv) Reference Telephone Number
- (e) Technical Responsibilities:** Describe technical responsibilities for the project including:
  - (i) Design and preparation of Hazardous Materials Abatement/Remediation Action Plans
  - (ii) Implementation of Hazardous Materials Abatement/Remediation Action Plans
  - (iii) Development of databases for management plans
  - (iv) Development and implementation of hazardous product
  - (v) Material and waste management plans and inventories
  - (vi) Standard operating procedures and safe work procedures
  - (vii) Inspection and approval of abatement/remediation milestones (e.g. air clearances, visual inspections)
  - (viii) Review Contractor's documentation(s) (e.g. Notice of Project, Exposure Control Plan, fit test records, training records)
  - (viii) Develop contract specifications
  - (x) Technical report writing.
- (f) Project Management Responsibilities:** Describe project management responsibilities for the project, including budget, schedule, and quality management, allocation of technical personnel, site supervision of sub-contracted personnel, and support to junior staff.
- (g) Coordination Responsibilities:** Describe coordination responsibilities for the project, including client communications, risk management, and resource management.

- (h) **Safety Responsibilities:** Describe health and safety responsibilities for the project, including human health and environmental protection; develop and implement site specific Health and Safety Plans.

**3.6 Point Rated Criteria 3: Field Technologist/Technician Project Experience**

**Description:** Identify one (1) hazardous materials related project completed for each Field Technologist/Technician listed within the last five (5) years. Projects must be related to hazardous material assessment, compliance and evaluation, abatement and disposal. Maximum of two (2) pages per Field Technologist/Technician.

- (a) **Project Name**
- (b) **Location**
- (c) **Description**
- (d) **Client:** Entity that commissioned the work. Provide a reference:
  - (i) Reference Company Name
  - (ii) Reference Name
  - (iii) Reference Address
  - (iv) Reference Telephone Number
- (e) **Technical Responsibilities:** Describe technical responsibilities for the project including:
  - (i) Gathering field data and sample collections
  - (ii) Data analysis/interpretation of hazardous material results to applicable regulations/guidelines
  - (iii) Inspection and approval of abatement/remediation milestones (ex. Air clearances, visual inspections)
  - (iv) Review Contractor's Documentation(s) (ex. Notice of Project, Exposure Control Plan, fit test records, training records)
  - (v) Technical report writing.
- (f) **Project Management Responsibilities:** Describe project management responsibilities for the project, including schedule, quality management, and site supervision of sub-contracted personnel.
- (g) **Coordination Responsibilities:** Describe coordination responsibilities for the project, including client communications, risk management, and resource management.
- (h) **Safety Responsibilities:** Describe health and safety responsibilities for the project, including human health and environmental protection; develop and implement site specific Health and Safety Plans.

**3.7 PWGSC Evaluation Board and Generic Evaluation Table**

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below. The final score will be a single score agreed to by the entire board

(a) Generic Evaluation Table

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.

	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

To be considered further, bidders **must** achieve the **minimum pass score of six (6) points in each technical criteria** as specified above.

**No further consideration will be given to bidders not achieving the minimum pass score of six (6) in each technical criteria specified above.**

## Part 2 Financial Evaluation

- (a) The *Part 2 - Price Proposal* envelopes, corresponding to responsive proposals which have achieved the minimum pass mark of **six (6) points for each specified technical criteria** will be opened upon completion of the technical evaluation. When there are three or more responsive proposals, an average price is determined by adding all the financial bids together and dividing the total by the number of financial bids being opened. This calculation will not be conducted when one or two responsive bids are received
- (b) All financial bids which are greater than twenty-five percent (25%) above the average price will be set aside and receive no further consideration
- (c) The remaining price proposals are rated as follows:
- (1) The lowest priced proposal receives a Price Rating of 100
  - (2) The second, third, fourth and fifth lowest prices receive Price Ratings of 80, 60, 40, and 20 respectively. All other financial bids receive a Price Rating of 0.
  - (3) On the rare occasions where two (or more) financial bids are identical, the matching financial bids receive the same rating and the corresponding number of following ratings are skipped. The Price Rating is multiplied by the applicable percentage to stabilize the Price Score.
- (d) The envelope containing the price (Price Proposal Form) will be opened upon completion of the technical evaluation detailed above. Ratings for the price criterion are calculated as described in - **Evaluation Criteria.**
- (e) Total Scores will be established in accordance with the following:

	Rating Possible Range	% of Total Score	Score (Points)
<b>Technical Rating</b>	0-60	70	0-70
<b>Price Rating</b>	0-100	30	0-30
<b>Total Score</b>		100	0-100

- (f) **The top ranked bid is the one with the highest Total Score** (Technical Score plus Price Score). In the case of a tie, the Bidder submitting the lower cost for the services will be selected.

### Financial bids will be evaluated as follows:

**NOTE: All Hourly Rates for Professional Fees and percentages for Disbursements used for evaluation will be taken from the Financial Bid.**

- In order to ensure that fair and competitive hourly rates are received for each of the positions listed, proponents must provide an hourly rate for each listed position below. The principal/senior lead must have the highest hourly rate listed, followed by the senior professional as the second highest. Failure to insert an hourly rate for each position listed will render your bid non-responsive.
- Each Hourly Rate will be multiplied by the estimated usage/weighting to determine the Evaluated Rate for each resource category. The Evaluated Rates for all categories will be added together to total the Sub-Total Evaluated Rate.
- The Sub-Total Evaluated Rates for A, B, and C will be added to the calculations for and Disbursements to equal the Total Evaluated Financial Bid Price (See F, Summary of Estimated Costs, below).

Date of Award - \_\_\_\_\_, 2016

<b>Professional Fees</b>			
<b>Specialty</b>	<b>Estimated Usage/Weight (%)</b>	<b>Hourly Rate</b>	<b>Evaluated Rate</b>
Project Manager	30	\$	\$
Environmental Scientist	35	\$	\$
Field Technologist/Technician	30	\$	\$
CADD/GIS	5	\$	\$
<b>Sub-Total Evaluated Rate (A)</b>			<b>\$</b>

\_\_\_\_\_, 2016 - \_\_\_\_\_, 2017

<b>Professional Fees</b>			
<b>Specialty</b>	<b>Estimated Usage/Weight (%)</b>	<b>Hourly Rate</b>	<b>Evaluated Rate</b>
Project Manager	30	\$	\$
Environmental Scientist	35	\$	\$
Field Technologist/Technician	30	\$	\$
CADD/GIS	5	\$	\$
<b>Sub-Total Evaluated Rate (B)</b>			<b>\$</b>

\_\_\_\_\_, 2017 - \_\_\_\_\_, 2018

<b>Professional Fees</b>			
<b>Specialty</b>	<b>Estimated Usage/Weight (%)</b>	<b>Hourly Rate</b>	<b>Evaluated Rate</b>
Project Manager	30	\$	\$
Environmental Scientist	35	\$	\$
Field Technologist/Technician	30	\$	\$
CADD/GIS	5	\$	\$
<b>Sub-Total Evaluated Rate (C)</b>			<b>\$</b>

**D. Disbursements (Subcontractors/Subconsultants)**

Estimated at \$100.00 (for evaluation purposes only) x (1 + Firm Fixed \_\_\_\_\_%) = Total \$  
 \_\_\_\_\_

**E. Summary of Estimated Costs**

<b>Sub-Total Evaluated Rates for Professional Fees (A + B + C)</b>	<b>\$</b>
<b>Disbursements</b>	<b>\$</b>
<b>Total Evaluated Financial Bid Price (Applicable Taxes Extra)</b>	<b>\$</b>

**ANNEX E**  
**ASBESTOS MANAGEMENT PLAN TEMPLATE**

Please view attached.

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# Evaluation of Asbestos containing Materials (ACM) and Recommendations for Control

## 1. Assessment of Condition

### *Spray Applied Fireproofing, Insulation and Texture Finishes*

In evaluating the condition of ACM spray applied as fireproofing, thermal insulation or texture, decorative or acoustic finishes, the following criteria apply;

<b>GOOD</b>	Surface of material shows no significant signs of damage, deterioration or delamination. Up to one percent of the surface area may have visible damage to surface is allowed within range of GOOD. Evaluation of sprayed fireproofing requires the assessor to be familiar with the irregular surface texture typical of sprayed asbestos products. GOOD condition includes un-encapsulated or unpainted fireproofing, insulation or texture finishes, where no delamination or damage is observed, and encapsulated fireproofing, insulation or texture finishes where the encapsulation has been applied after the damage or fallout occurred.
<b>POOR</b>	Sprayed materials show signs of damage, delamination or deterioration. More than one percent damage to surface of ACM spray.

In observation areas, where damage exists in isolated locations, both GOOD and POOR condition may be reported. The extent or percentage of each condition will be recorded on the survey or reassessment form.

**NOTE:** FAIR condition is not utilized or considered as a valid criterion in the evaluation of sprayed fireproofing, sprayed insulation, or texture coat finishes.

The evaluation of ACM spray applied as fireproofing, non-mechanical thermal insulation, or texture, decorative or acoustic finishes which are present above ceilings, may be limited by the number of observations made, and by building components such as ducts or full height walls that obstruct the above ceiling observations. Persons entering the ceiling area are advised to be watchful for ACM debris prior to accessing or working above ceilings in areas of buildings with ACM, regardless of the reported condition.

### Mechanical Insulation

In evaluating the condition of mechanical insulation (on boilers, breeching, ductwork, piping, tanks, equipment etc.) the following criteria are used:

<b>GOOD</b>	Insulation is completely covered in jacketing and exhibits no evidence of damage or deterioration i.e. no insulation is exposed. Includes conditions where the jacketing has minor surface damage (i.e., scuffs or stains), but the jacketing is not penetrated.
<b>FAIR</b>	Minor penetration damage to jacketed insulation (cuts, tears, nicks, deterioration or delamination) or undamaged insulation that has never been jacketed. Insulation is exposed but not showing surface disintegration. The extent of missing insulation should range from minor to none.

**POOR**

Original insulation jacket is missing, damaged, deteriorated or delaminated. Insulation is exposed and significant areas have been dislodged. Damage cannot be readily repaired.

The evaluation of mechanical insulation may be limited by the number of observations made and building components such as ducts or full height walls that obstruct observations. In these circumstances, it is not possible to observe each foot of mechanical insulation from all angles.

### Non-Friable and Potentially Friable Materials

Non-friable materials generally have little potential to release airborne fibres, even when damaged by mechanical breakage. However, some non-friable materials, e.g., exterior asbestos cement products, may have deteriorated so that the binder no longer effectively contains the asbestos fibres. In such cases of significantly deteriorated non-friable material, the material will be treated as a friable product.

## 2. Evaluation of Accessibility

The accessibility of building materials known or suspected of being ACM is rated according to the following criteria:

<b>ACCESS (A)</b>	Areas of the building within reach (from floor level) of all building users. Includes areas such as gymnasiums, workshops, and storage areas where activities of the building users (e.g. basketball on gym ceiling) may result in disturbance of ACM not normally within reach from floor level.
<b>ACCESS (B)</b>	Frequently entered maintenance areas within reach of maintenance staff, without the need for a ladder. Includes: frequently entered pipe chases, tunnels and service areas or areas within reach from a fixed ladder or catwalk, e.g., tops of equipment, mezzanines.
<b>ACCESS (C) EXPOSED</b>	Areas of the building above 8'0" where use of a ladder is required to reach the ACM. Only refers to ACM materials that are exposed to view, from the floor or ladder, without removing or opening other building components such as ceiling tiles, or service access doors or hatches. Does not include infrequently accessed service areas of the building.
<b>ACCESS (C) CONCEALED</b>	Areas of the building which require the removal of a building component, including lay-in ceilings and access panels into solid ceiling systems. Includes rarely entered crawl spaces, attic spaces, etc. Observations are limited to the extent visible from the access points.
<b>ACCESS (D)</b>	Areas of the building behind inaccessible solid ceiling systems, walls, or mechanical equipment, etc., where demolition of the ceiling, wall or equipment, etc., is required to reach the ACM. Evaluation of condition and extent of ACM is limited or impossible, depending on the assessor's ability to visually examine the materials in Access D.

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### 3. ACM Debris

#### *Debris from Friable ACM*

The presence of fallen friable ACM is noted separately from the presumed friable ACM source (sprayed fireproofing, thermal insulation, texture, decorative or acoustic finishes or mechanical insulation) and is referred to as DEBRIS. Debris also include material that has fallen from a non-friable ACM source but has become friable by deterioration, foot traffic, etc.

#### *Fallout from Damaged Non-Friable ACM*

The presence of fallen ACM from damaged non-friable ACM is reported separately from the non-friable ACM source. If it has become friable, it must be reported as debris. The identification of the exact location or presence of DEBRIS on the top of ceiling tiles is limited by the number of observations made and the presence of building components such as ducts or full height walls that obstruct observations. Workers are advised to be watchful for the presence of DEBRIS prior to accessing, or working in proximity to, mechanical insulation or above ceiling areas of buildings with ACM, regardless of the reported presence or absence of DEBRIS.

### 4. Action Matrix and Action Descriptions

The Asbestos Management Program requires the following responses:

- Immediate clean-up of DEBRIS or non-friable fallout from non-friable ACM that is likely to be disturbed;
- The removal, repair or enclosure of friable ACM in POOR or FAIR condition where continued deterioration will result in DEBRIS that is likely to be disturbed.

The following factors shall be considered in making site-specific recommendations for compliance with the existing regulation or codes of practice in most provinces, and for the practical implementation of asbestos management:

1. ACM in POOR condition is not routinely repairable.  
If an abatement action is necessary, removal is the recommended action (enclosure is a viable option in unusual circumstances, where removal is difficult or costly and the ACM can be thoroughly enclosed).
2. Mechanical insulation in FAIR condition will be repaired or removed based on the following general recommendations, applied on a case by case basis.
  - Repair ACM mechanical insulation found in FAIR condition in ACCESS (B) or ACCESS (C) EXPOSED areas.
  - Remove ACM mechanical insulation found in FAIR condition in ACCESS (B) and ACCESS (C) EXPOSED areas, where future damage to the ACM is likely to occur.
3. ACM in GOOD condition present in ACCESS (A) can be managed by surveillance, as long as it is not disturbed by future renovation, maintenance or demolition. Proactive removal of the ACM in ACCESS (A) will be considered where damage is possible by ongoing occupant activity (accidental or intentional).
4. Non-friable or manufactured products are considered in the action matrix as follows:
  - Non-friable and manufactured products reported in POOR condition, or friable DEBRIS resulting from the deterioration of non-friable ACM, are treated as friable materials and the appropriate action, depending on accessibility, is determined from the action matrix for friable ACM.
  - For non-friable or manufactured products reported in GOOD condition, Action 7 (surveillance) is recommended regardless of accessibility.

5. Remove all ACM from a particular area where small quantities of asbestos are present and removal will negate the need for the use of the Asbestos Management Program in that area.

The Action Matrix provided below establishes the recommended asbestos control action. The ACTIONS are described in full following the matrix table.

<b>ACTION MATRIX TABLE</b>				
<b>FRIABLE ACM</b>				
<b>ACCESS</b>	<b>CONDITION</b>			<b>DEBRIS</b>
	<b>GOOD</b>	<b>FAIR</b>	<b>POOR</b>	
(A)	ACTION 5/7 <sup>1</sup>	ACTION 5/6 <sup>2</sup>	ACTION 3	ACTION 1
(B)	ACTION 7	ACTION 6/5 <sup>3</sup>	ACTION 3	ACTION 1
(C) exposed	ACTION 7	ACTION 6	ACTION 4	ACTION 2
(C) concealed	ACTION 7	ACTION 7	ACTION 4	ACTION 2
(D)	ACTION 7	ACTION 7	ACTION 7	ACTION 7

<sup>1</sup>If material in **ACCESS (A)/GOOD** condition is not removed **ACTION 7** is required.

<sup>2</sup>If material in **ACCESS (A)/FAIR** condition is not removed **ACTION 6** is required.

<sup>3</sup>Remove **ACM** in **ACCESS (B)/FAIR** condition if **ACM** is likely to be disturbed.

<b>ACTION 1</b>	<p><b>Immediate Clean-up of Debris That is Likely to be Disturbed</b></p> <p>Restrict access that is likely to cause a disturbance of the ACM DEBRIS and clean up ACM DEBRIS immediately. Utilize correct asbestos procedures. This action is required for compliance with provincial regulatory requirements and good practice. The assessor should immediately notify the Facility Manager or RAAMC of this condition.</p>
<b>ACTION 2</b>	<p><b>Entry Into Areas With ACM Debris – Moderate risk Precautions</b></p> <p>At locations where ACM DEBRIS can be isolated in lieu of removal or cleaned up, use appropriate means to limit entry to the area. Restrict access to the area to persons utilizing moderate risk asbestos-work precautions. The precautions will be required until the ACM DEBRIS has been cleaned up, and the source of the DEBRIS has been stabilized or removed following moderate risk (if minor) or high risk precautions.</p>
<b>ACTION 3</b>	<p><b>ACM Removal Required for Compliance</b></p> <p>Remove ACM for compliance with provincial regulatory requirements and good practice. Utilize asbestos procedures appropriate to the scope of the removal work.</p>
<b>ACTION 4</b>	<p><b>Access into Areas Where ACM is Present and Likelv to be Disturbed by Access – moderate risk</b></p>

	<p><b>Precautions</b></p> <p>Use moderate risk asbestos precautions when entry or access into an area is likely to disturb the ACM. ACTION 4 must be used until the ACM is removed (Use ACTION 1 or 2 if DEBRIS is present). Moderate risk or high risk precautions should be used for removal (depending on extent of removal).</p>
<b>ACTION 5</b>	<p><b>Proactive ACM Removal</b></p> <p>Remove ACM in lieu of repair, even if it is in GOOD condition at locations where the presence of asbestos is accessible and limited in quantity.</p>
<b>ACTION 6</b>	<p><b>ACM Repair</b></p> <p>Repair ACM found in FAIR condition, and not likely to be damaged again or disturbed by normal use of the area or room. Upon completion of the repair work, treat ACM as material in GOOD condition and implement ACTION 7. If ACM is likely to be damaged or disturbed, during normal use of the area or room, implement ACTION 5.</p>
<b>ACTION 7</b>	<p><b>Routine Surveillance</b></p> <p>Institute routine surveillance of the ACM. Trained workers or contractors must use appropriate asbestos precautions (low, moderate or high) during disturbance of the remaining ACM.</p>

Vermiculite is considered an ACM in the presence of any concentration of asbestos measured in a composite sample taken in accordance with provincial/ territorial sampling standards.

**Annex F**  
**Task Authorization Form**

**E.1 Contract**

Contract Number	E0276-130255/XSB/00 <i>(to be inserted at Contract Award)</i>
Contractor's Name and Address	<i>(to be inserted at Contract Award)</i>

**E.2 Task Authorization**

Task Authorization Number	
Title of Task	
Security Requirements	<p>This task includes security requirements  <input type="checkbox"/> No <input type="checkbox"/> Yes            If Yes,            (1) describe in detail the security requirements of the task including any secure locations or areas where work will be taking place and any secure documents.</p>

**E.3 Revision**

For Revision only:

TA Revision Number	
Total Estimated Cost of Task (Applicable Taxes Extra) before the revision	\$
Increase or Decrease (Applicable Taxes Extra) as applicable	\$
Total Estimated Cost of Task (Applicable Taxes Extra) after the revision	\$
Applicable Taxes (GST/HST)	\$
Total Estimated Cost of Task	\$

**E.4 Required Work**

Task Description of the Work Required	_____ see attached																									
Basis of Payment	Annex B, Basis of Payment of Contract																									
Cost of Task	<p><b>B.1 Labour Rates</b></p> <table border="1" data-bbox="474 688 1416 850"> <thead> <tr> <th>Category</th> <th>Specialization</th> <th>Name</th> <th>Rate</th> <th>Hours</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>Subtotal: \$_____</p> <p><b>B.6 Travel and Living</b></p> <p>_____</p> <p>Subtotal: \$_____</p> <p><b>B.4 Other Direct Expenses</b></p> <p>_____</p> <p>Subtotal: \$_____</p> <p>B.1 + B.6 + B.4 (Applicable Taxes extra): \$_____</p> <p>Applicable Taxes: \$_____</p> <p><b>Total Estimated Cost of Task:</b> \$_____</p>	Category	Specialization	Name	Rate	Hours																				
Category	Specialization	Name	Rate	Hours																						
Method of Payment	Monthly Payments																									

**E.5 Authorizations**

By signing this TA, the Authorized Client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the Contract. The Authorized Client’s authorization limit is identified in the Contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

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**Name and title of Authorized Client**

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**Signature**

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**Date**

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**PWGSC Contracting Authority**

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**Signature**

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**Date**

**E.6 Contractor's Signature**

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**Name and title of individual authorized to sign for the Contractor**

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**Signature**

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**Date**

