

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Regional Manager/Real Property
Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Road Allowances - Port Hope	
Solicitation No. - N° de l'invitation EQ447-151650/A	Date 2015-04-22
Client Reference No. - N° de référence du client R.023276.313	
GETS Reference No. - N° de référence de SEAG PW-\$PWL-035-2002	
File No. - N° de dossier PWL-5-38003 (035)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-05-26	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Woodhall, Lauren	Buyer Id - Id de l'acheteur pwl035
Telephone No. - N° de téléphone (416) 512-5873 ()	FAX No. - N° de FAX (416) 512-5862
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PWGSC-TPSGC Port Hope Road Allowance Locations Port Hope, ON X1X 1X1	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

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

Issuing Office - Bureau de distribution

Regional Manager/Real Property Contracting/PWGSC
Ontario Region, Tendering Office
12th Floor, 4900 Yonge Street
Toronto, Ontario
M2N 6A6
Ontario

Solicitation No. - N° de l'invitation

EQ447-151650/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

pwl035

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

R.023276.313

PWL-5-38003

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	4
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS	4
2.3 FORMER PUBLIC SERVANT.....	4
2.4 ENQUIRIES - BID SOLICITATION.....	6
2.5 APPLICABLE LAWS.....	6
PART 3 - BID PREPARATION INSTRUCTIONS	6
3.1 BID PREPARATION INSTRUCTIONS	6
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	7
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION	8
PART 5 - CERTIFICATIONS	9
5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD	10
PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS.....	11
6.1 INSURANCE REQUIREMENTS	11
PART 7 - RESULTING CONTRACT CLAUSES	11
7.1 STATEMENT OF WORK.....	11
7.2 STANDARD CLAUSES AND CONDITIONS.....	12
7.3 SECURITY REQUIREMENTS	12
7.4 TERM OF CONTRACT	12
7.5 AUTHORITIES	12
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	13
7.7 PAYMENT	13
7.8 INVOICING INSTRUCTIONS	15
7.9 CERTIFICATIONS	15
7.10 APPLICABLE LAWS.....	16
7.11 PRIORITY OF DOCUMENTS	16
7.12 INSURANCE REQUIREMENTS	18
7.13 NOVATION OF THE CONTRACT	18
APPENDIX 1.....	19
NOVATION AGREEMENT	
ANNEX "A"	21
STATEMENT OF WORK	21
ANNEX "B"	22
BASIS OF PAYMENT	22
ANNEX "C"	30

ERROR! BOOKMARK NOT DEFINED.

TECHNICAL EVALUATION	ERROR! BOOKMARK NOT DEFINED.
ANNEX “D” TO PART 5 - BID SOLICITATION	47
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION...	47
ANNEX “E”	48
INSURANCE REQUIREMENTS.....	48

PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- 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.

1.2 Summary

Public Works and Government Services Canada (PWGSC), on behalf of the Port Hope Area Initiative Management Office (PHAI-MO), requires the services of a Consultant to develop Detailed Work Plans (DWPs) for completion, by others, of intrusive soil investigations to determine the presence/absence of Low Level Radioactive Waste (LLRW) at approximately 137 road allowance locations as part of the Small Scale Sites (SSS) component of the Port Hope Area Initiative (PHAI). Work regarding these sites will include completion of Historical File Reviews (HFRs), Property Surveys, Gamma Radiation Surveys and Utility Mapping, to aid in the development of the DWPs. Approximately thirty-seven (37) additional locations in the Municipality of Port Hope (MPH), giving a base total of approximately 174 sites, currently require a reduced scope (Property Surveys and Gamma Surveys) for work planning, documentation and/or due diligence purposes, since elevated gamma radiation and LLRW is not anticipated for these locations. The period of the contract will be from Contract Award until July 31, 2016.

As per the Integrity Provisions under section 01 of Standard Instructions [2003](#) and [2004](#), bidders must provide a list of all owners and/or Directors and other associated information as required. Refer to section [4.21](#) of the *Supply Manual* for additional information on the Integrity Provisions.

For services requirements, Bidders must provide the required information as detailed in article 2.3 of Part 2 of the *bid solicitation*, in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

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

The requirement is limited to Canadian goods and/or services.

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (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: 60 days
Insert: 100 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies) (and 1 soft copy)

Section II: Financial Bid (1 hard copy) (and 1 soft copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should 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.

Section II: Financial Bid

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex C.

4.1.2 Financial Evaluation

The financial evaluation will be conducted by calculating the prices at Annex B – Basis of Payment completed by bidders, Section A: General Tasks - Firm Lot Price, Section B: Unit Price Tables and Section C: Firm Hourly Rates for Labour.

Section B - The calculation for Section B: Unit Price Tables:

- 1) Optional/additional Sites and Upgrading of Sites from Type A to Type B
- 2) Property Surveys
- 3) Gamma Radiation Surveys
- 4) Quality Level B Locates

For each item in these tables, the estimated quantity x firm unit price = the estimated extended price.

Section C: Firm Hourly Rates, for each item in this table the calculation will be the estimated number of hours x firm hourly rate = extended price.

Section A + B + C = Total Evaluated Price which will be used for further evaluation as described at 4.2.

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price

4.2.1 To be declared responsive, a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory criteria; and
- c) obtain the required minimum points specified in each of the following sections (2.2.1, 2.2.2, 2.2.4 and 2.2.5) of the Point Rated Technical Criteria; and
- d) obtain the required minimum of 70% on the weighted technical score for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.

4.2.2 Bids not meeting 4.2.1 (a) or (b) or (c) and d) above will be declared non-responsive.

4.2.3 The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

4.2.4 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 60%.

4.2.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.

4.2.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.7 Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000.00 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1 st	3rd	2nd

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information 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.

5.1 Certifications Precedent to Contract Award

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

5.1.1 Integrity Provisions - Associated Information

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.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.1.3 Additional Certifications Precedent to Contract Award

5.1.3.1 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.

5.1.3.2 Education and Experience

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

5.1.3.3 Canadian Content Certification

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

5.1.3.1.2 Certification

This procurement is limited to Canadian services.

The Bidder certifies that:

() the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6\(9\)](#), Example 2, of the [Supply Manual](#).

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Insurance Requirements

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 E.

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 the bid solicitation.

7.1 Statement of Work

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

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

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

7.3 Security Requirements

7.3.1 There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to July 31, 2016 inclusive

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Lauren Woodhall
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting, Ontario Region
Address: 4900 Yonge St. Toronto ON M2N 6A6

Telephone: 416-512-5873
Facsimile: 416-512-5862
E-mail address: lauren.woodhall@pwgsc-tpsgc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work 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.

7.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

For the Work described in Part A of the Basis of Payment in Annex B:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm lot price for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Basis of Payment – Limitation of Expenditure

For the Work described in Section B and C of the Basis of Payment in Annex B:

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$ _____ (amount at contract award). Customs duties are included and Applicable Taxes are extra.

7.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 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.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.4 Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item if the Work has been accepted by Canada and a final claim for the payment is submitted."
 3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.7.5 T1204 – Direct Request by Customer Department

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

7.7.6 Time Verification

SACC *Manual* clause C0711C (2008-05-12) Time Verification

7.8 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;

Each claim must be supported by:

 - c. a copy of time sheets to support the time claimed;
 - d. a copy of the invoices
 - e. copy of the monthly progress report.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.

3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.
The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

7.9 Certifications

7.9.1 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.

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

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

7.9.3 SACC Manual Clauses

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2014-09-25), General Conditions - Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Federal Contractors Program for Employment Equity - Certification;
- (f) Annex E, Insurance Requirements;
- (g) the Contractor's bid dated _____

7.12 Insurance Requirements

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

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

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

7.13 Novation of the Contract

1. At the request of Canada, the Contract in its entirety shall be novated [Novation is the entering into of a new contract rather than an assignment] to a third party.
2. A request pursuant to paragraph 1, above, shall be in writing and shall be at the sole discretion of Canada.
3. The Contractor shall complete and return the Novation Agreement, an example of which is provided at Appendix "1", within five (5) working days following receipt of the request in paragraph 1, above. A request will be deemed to be received in accordance with Article 33 of General Conditions 2035. Failure to return the Novation Agreement will be deemed to be a default of the Contract and may result in termination.
 - a. As of the date of the execution of the Novation Agreement pursuant to paragraph 3, above, the transfer of the Contract by novation shall recognize the third party in place of Canada in respect of all rights, interests, undertakings, obligation and responsibilities of Canada arising under the Contract; and release Canada from all liabilities, obligations and responsibilities under the Contract.
4. As of the date of the execution of the Novation Agreement pursuant to paragraph 3, above, the novation of the Contract shall:
 - a. Transfer absolutely the Contract from Canada to the third party;
 - b. Recognize the third party in place of Canada in respect of all rights, interests, undertakings, obligation and responsibilities of Canada arising under the Contract;
 - c. Release Canada from all liabilities, obligations and responsibilities under the Contract; and
 - d. Acknowledge that the Contract is in full force and effect and that Canada is not in default under any of the terms of the Contract of transferring all the rights and obligations of Canada under the contract to the third party.

Appendix 1**NOVATION AGREEMENT**

dated _____, 20__ between

..... (the "**Contractor**"),

AND

Her Majesty the Queen in Right of Canada as represented by the
Minister of Public Works and Government Services ("**Canada**")

AND

Canadian Nuclear Laboratories ("**Canadian Nuclear Laboratories**").

Canada and the Contractor have entered into a Contract dated _____, 20__ (the "**Contract**").

With effect from and including _____, 20__ (the "**Novation Date**") Canada wishes to novate to the Canadian Nuclear Laboratories, and Canadian Nuclear Laboratories accepts all the rights, liabilities, duties and obligations of Canada under and in respect of the Contract, with the effect that the Contractor and the Canadian Nuclear Laboratories will enter into a new Contract ("**New Contract**") between them having terms identical to those of the Contract, as more particularly described below.

Canada and the Contractor wish to be released and discharged, from their respective obligations to each other under and in respect of the Contract.

Accordingly, the parties agree as follows:

1. Definitions.

Terms defined in the Contract are used herein as so defined, unless otherwise provided herein.

2. Release, Discharge and Undertakings.

With effect from and including the Novation Date and in consideration of the mutual representations, warranties and covenants contained in this Novation Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties):

- (a) the Contractor and Canada are each released and discharged from further obligations to each other with respect to the Contract and their respective rights against each other thereunder are cancelled, provided that such release and discharge shall not affect any rights, liabilities or obligations of the Contractor or Canada with respect to payments or other obligations due and payable or due to be performed on or prior to the Novation Date, and all such payments and obligations shall be paid or performed by the Contractor or Canada in accordance with the terms of the Contract; and
- (b) in respect of the New Contract, the Contractor and Canadian Nuclear Laboratories each undertake liabilities and obligations towards the other and acquire rights against each other identical in their terms to the Contract (and, for the avoidance of doubt, as if Canadian

Nuclear Laboratories were Canada and with the Contractor remaining the Contractor, save for any rights, liabilities or obligations of the Contractor or Canada with respect to payments or other obligations due and payable or due to be performed on or prior to the Novation Date);

2. Acknowledgment

The Contractor and Canada acknowledge and agree that the Contract is in full force and effect and that Canada is not in default under any of the terms of the Contract.

3. Representations and Warranties.

Canada makes no representation or warranty and does not assume any responsibility with respect to the legality, validity, effectiveness, adequacy or enforceability of the New Contract or any documents relating thereto and assumes no responsibility for the Contractor, Canadian Nuclear Laboratories or any other person or for the performance and observance by the Contractor, Canadian Nuclear Laboratories or any other person of any of its obligations under the New Contract or any document relating thereto and any and all such conditions and warranties, whether express or implied by law or otherwise, are hereby excluded.

4. Costs and Expenses.

The parties will each pay their own costs and expenses (including legal fees) incurred in connection with this Novation Agreement.

5. Amendments.

No amendment, modification or waiver in respect of this Novation Agreement will be effective unless in writing and executed by each of the parties.

6. Governing Law.

This Novation Agreement will be governed by and construed in accordance with the laws of Ontario.

IN WITNESS WHEREOF the parties have executed this Novation Agreement on the respective dates specified below with effect from and including the Novation Date.

Solicitation No. - N° de l'invitation
EQ447-151650/A
Client Ref. No. - N° de réf. du client
R.023276.313

Amd. No. - N° de la modif.
File No. - N° du dossier
PWL-5-38003

Buyer ID - Id de l'acheteur
pw1035
CCC No./N° CCC - FMS No./N° VME

**HER MAJESTY THE QUEEN in Right of
Canada as represented by the Minister of
Public Works and Government Services**

Name:
Title:

Name:
Title:

CONTRACTOR

Per:

Name:
Title:

I/We have the authority to bind the Corporation

Per:

Name:
Title:

CANADIAN NUCLEAR LABORATORIES

Per:

Name:
Title:

I/We have the authority to bind the Corporation

Per:

Name:
Title:

Solicitation No. - N° de l'invitation
EQ447-151650/A
Client Ref. No. - N° de réf. du client
R.023276.313

Amd. No. - N° de la modif.
File No. - N° du dossier
PWL-5-38003

Buyer ID - Id de l'acheteur
pw1035
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF WORK

See Attachment

ANNEX "B"

BASIS OF PAYMENT

The Basis of Payment consists of a firm lot price for general tasks identified in Section A, firm unit prices for work as detailed in Section B, firm hourly rates for additional Work as detailed in Section C.

The pricing includes all costs and expenses required to perform the work as described in the Statement of Work and is in Canadian currency, Applicable Taxes excluded.

All portions of this Annex B in italics will be removed from any resultant contract.

The estimated quantities below are for evaluation purposes only.

The Contractor acknowledges that whenever extra work or deletions involve items listed below in the Unit Prices Schedule, the unit prices entered will be used in determining the amount of the extra or deduction regardless of the quantity provided. The Contractor will be responsible for all co-ordination activities.

A. FIRM LOT PRICE

Work included in the Firm Lot Price represents all Work set out in the SOW/Contract Documents not included in the Unit Price Tables.

FIRM LOT PRICE (FLP)	\$
Excluding HST	

B. UNIT PRICE TABLES

The Unit Price Tables designate Work to which a Unit Price Arrangement applies.

- 1) **Optional/additional sites** may be added to the contract as per Section 6.4 of the SOW. The unit prices in Items 1 and 2, below, apply to such sites for SOW tasks/deliverables not included in unit price Tables 2, 3 and 4 and that are not already mandatory to meet the needs of the SOW for non-optional sites (Plans, SOPs, etc.). Likewise, some sites may be upgraded from Type A to Type B status during the course of the project (non-optional and/or Optional sites) and Item 3 will apply to those sites to cover the supplemental costs associated with the change in status but not included in unit price Tables 2, 3 and 4.

Item	SOW Section	Description	Unit of Measurement	Estimated Quantity	Firm Unit Price	Estimated Total Price
1		Optional/additional Type A Site (work not included in unit price tables 2, 3 and 4 and not already mandatory to meet the needs of the SOW for non-optional sites)	Each Site	14	\$	\$

Solicitation No. - N° de l'invitation

EQ447-151650/A

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

R.023276.313

Amd. No. - N° de la modif.

File No. - N° du dossier

PWL-5-38003

Buyer ID - Id de l'acheteur

pwl035

CCC No./N° CCC - FMS No./N° VME

Item	SOW Section	Description	Unit of Measurement	Estimated Quantity	Firm Unit Price	Estimated Total Price
2		Optional/additional Type B Site (work not included in unit price tables 2, 3 and 4 and not already mandatory to meet the needs of the SOW for non-optional sites)	Each Site	15	\$	\$
3		Supplement for each Type A Site upgraded to Type B, for tasks not included in unit price Tables 2, 3 and 4 and not already mandatory to meet the needs of the SOW	Each Site	51	\$	\$
		Sub-Total				\$

2) Type A and Type B Sites: Complete field portion of Property Surveys as per section 6.3.1 of the SOW

Item	SOW Section	Description	Unit of Measurement	Estimated Quantity	Firm Price per Unit	Estimated Total Price
1	6.3.1	Property Surveys of sites of approximately 0 to 1,000 m ²	Each Site	107	\$	\$
2	6.3.1	Property Surveys of sites of approximately 1,001 to 2,000 m ²	Each Site	21	\$	\$
3	6.3.1	Property Surveys of sites of approximately 2,001 to 3,000 m ²	Each Site	14	\$	\$
4	6.3.1	Property Surveys of sites of approximately 3,001 to 4,000 m ²	Each Site	7	\$	\$
5	6.3.1	Property Surveys of sites of approximately 4,001 to 6,000 m ²	Each Site	12	\$	\$
6	6.3.1	Property Surveys of sites of approximately 6,001 to 10,000 m ²	Each Site	8	\$	\$
7	6.3.1	Property Surveys of sites of approximately greater than 10,000 m ²	Each Site	5	\$	\$
		Sub-Total				\$

3) Type A and Type B Sites: Complete field portion of Gamma Radiation Surveys as per Section 6.3.2 and sub-section 6.3.2.1 of the SOW

Item	SOW Section	Description	Unit of Measurement	Estimated Quantity	Firm Price per Unit	Estimated Total Price
1	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 5 m ² or less (AVERAGE: 2 m ²)	Each Site	16	\$	\$
2	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 6 m ² to 25 m ² (AVERAGE: 13 m ²)	Each Site	19	\$	\$
3	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 26 m ² to 100 m ² (AVERAGE: 53 m ²)	Each Site	25	\$	\$
4	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 101 m ² to 175 m ² (AVERAGE: 140 m ²)	Each Site	12	\$	\$
5	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 176 m ² to 275 m ² (AVERAGE: 242 m ²)	Each Site	9	\$	\$
6	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 276 m ² to 575 m ² (AVERAGE: 423 m ²)	Each Site	13	\$	\$
7	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 576 m ² to 1,000 m ² (AVERAGE: 806 m ²)	Each Site	13	\$	\$
8	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 1,001 m ² to 1,500 m ² (AVERAGE: 1,257 m ²)	Each Site	9	\$	\$
9	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 1,501 m ² to 2,500 m ² (AVERAGE: 1,995 m ²)	Each Site	19	\$	\$
10	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 2,501 m ² to 4,000 m ² (AVERAGE: 3,172 m ²)	Each Site	14	\$	\$
11	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 4,001 m ² to 6,000 m ² (AVERAGE: 4,884 m ²)	Each Site	12	\$	\$
12	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately 6,001 m ² to 9,000 m ² (AVERAGE: 7,110 m ²)	Each Site	7	\$	\$
13	6.3.2 & 6.3.2.1	Gamma Radiation Surveys for Each Site of approximately greater than 9,000 m ² (AVERAGE: 14,395 m ²)	Each Site	6	\$	\$
					Sub-Total	\$

- 4) Type B Sites: Obtain Utility Quality Level B or similar for all utilities (municipal and non-municipal) on a particular site. **It is expected that some Type B Sites will not require Utility Quality Level B field work to be performed. The Consultant must present analysis and obtain Contracting Authority's written authorization before proceeding with any Utility Quality Level B field work.**

Item	SOW Section	Description	Unit of Measurement	Estimated Quantity	Firm Price per Unit	Estimated Total Price
1	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 5 m ² or less (AVERAGE: 2 m ²)	Each Site	16		\$
2	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 6 m ² to 25 m ² (AVERAGE: 13 m ²)	Each Site	19		\$
3	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 26 m ² to 100 m ² (AVERAGE: 52 m ²)	Each Site	24		\$
4	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 101 m ² to 175 m ² (AVERAGE: 140 m ²)	Each Site	12		\$
5	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 176 m ² to 275 m ² (AVERAGE: 233 m ²)	Each Site	6		\$
6	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 276 m ² to 575 m ² (AVERAGE: 422 m ²)	Each Site	7		\$
7	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 576 m ² to 1,000 m ² (AVERAGE: 829 m ²)	Each Site	10		\$
8	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 1,001 m ² to 1,500 m ² (AVERAGE: 1,324 m ²)	Each Site	6		\$
9	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 1,501 m ² to 2,500 m ² (AVERAGE: 1,993 m ²)	Each Site	14		\$
10	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 2,501 m ² to 4,000 m ² (AVERAGE: 3,217 m ²)	Each Site	11		\$
11	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 4,001 m ² to 6,000 m ² (AVERAGE: 4,906 m ²)	Each Site	8		\$

Solicitation No. - N° de l'invitation
EQ447-151650/A
Client Ref. No. - N° de réf. du client
R.023276.313

Amd. No. - N° de la modif.
File No. - N° du dossier
PWL-5-38003

Buyer ID - Id de l'acheteur
pwl035
CCC No./N° CCC - FMS No./N° VME

Item	SOW Section	Description	Unit of Measurement	Estimated Quantity	Firm Price per Unit	Estimated Total Price
12	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately 6,001 m ² to 9,000 m ² (AVERAGE: 7,322 m ²)	Each Site	2		\$
13	6.3.3	Complete subsurface field measurements for utilities for each Site of approximately greater than 9,000 m ² (AVERAGE: 14,423 m ²)	Each Site	2		\$
		Sub-Total				\$

Total for Financial Evaluation (B. Unit Price Tables 1, 2 3 and 4) (Excluding HST)		\$

LIMITATION OF EXPENDITURE: \$ _____
(Tables 2, 3, and 4)

C. FIRM HOURLY RATES

The firm hourly rates below are all-inclusive including all overhead, escalation, profit as well as any related travel and living expenses and all other related charges including labour, equipment, and material and may be used for additional work authorized by the Contract Authority under contract amendments.

#	Personnel Category	<i>Estimated Number of Hours (for evaluation purposes only)</i>	Firm Hourly Rate	<i>Estimated Price for Evaluation Purposes (\$)</i>
1	Project Director	20	\$	\$
2	Project Manager	60	\$	\$
3	Senior Environmental Consultant	40	\$	\$
4	Junior Environmental Consultant	60	\$	\$
5	Surveyor	40	\$	\$
6	Health and Safety Specialist	40	\$	\$
7	Utility Locator (including for confined space entry)	40	\$	\$
8	Quality Assurance Specialist	40	\$	\$
9	Database Specialist	40	\$	\$
10	Field Team Coordinator	40	\$	\$
11	Field Technologist/Technician	80	\$	\$
12	Geographical Information System (GIS) Specialist	40	\$	\$
13	CAD Technician/Technologist	40	\$	\$
14	Administrative Support	40	\$	\$
Financial Limitation(C. Firm Hourly Rates) (Excluding HST)				\$

Total for Financial Evaluation (Sum of A. General Task – Firm Lot Price, B. Unit Price Tables, and C. Firm Hourly Rates (Excluding HST)	\$
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----

ANNEX "C"

TECHNICAL EVALUATION

1.0 Technical Bid Requirements

1.1 Requirement for Technical Bid Format

In addition to the items identified in Part 3 Article 1, the following proposal format information should be noted when preparing the proposal:

- 1.1.1 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.
- 1.1.2 The order of the proposals should follow the order established in Section 2.0 Technical Evaluation
- 1.1.3 Proposal should be presented in size 11 (minimum) Arial or Times New Roman font with standard 25mm (1 inch) margins.

1.2 Specific Requirements for Technical Bid Format

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements under 2.2 Point Rated Technical criteria is twenty-five (25) pages.

The following are **not** part of the page limitation noted above;

- Covering letter
- Licensing Information
- Code of Conduct Certifications
- Security Requirement Information
- Consultant Team Identification
- Declaration/Certifications Information
- Front page of the RFP
- Front page of revision(s) to the RFP
- Resumes of Key Personnel

Resumés of Key Personnel are not included in the maximum number of pages; however, the resumé submissions should not exceed two (2) pages per individual. Resumés should be clearly identified as resumés or curriculum vitae (CV); otherwise they may be added as part of the page count.

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

2.0 Technical Evaluation

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

2.1 Mandatory Technical Criteria

		Identify Page No. In Proposal
1	<p>The Bidder must be an Environmental Consulting Firm licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary environmental and professional services to the full extent that is required by Federal or provincial law applicable to the project in the province of Ontario.</p> <p>A copy of the Certificate of Approval or Authorization or a confirmation letter from the Association of Professional Engineers of Ontario or the Association of Professional Geoscientists of Ontario must be provided</p>	
2	<p>The Bidder must submit two (2) projects, completed in the last 20 years that clearly demonstrate the capacity and technical capability of the Bidder in completing either Assessment of Low Level Radiological Waste (LLRW) or Remediation of LLRW or a Radiological Survey in either an occupied residential setting or a non-residential setting.</p> <p>In order to satisfy this mandatory requirement the Bidder must provide the following information:</p> <ul style="list-style-type: none"> - Project Title: - Project Scope and Description: - Project Value: - Completion Date:..... -Client:..... -Reference Contact Information:..... <p>The projects submitted to meet this mandatory requirement must be the two (2) projects evaluated in Section 2.2.1 of the point rated technical evaluation.</p> <p>For the purposes of this evaluation a "project" is defined as a series of tasks similar in nature to those described in this Request for Proposal–Statement of Work, and for which a specific contract was let, and all deliverables were completed up to, at least, draft reports.</p>	
3	The Bidder must identify the personnel that they are proposing for the key positions, by completing the form included herein as Appendix "1"	

<p>to Annex "C" (or an identical facsimile)</p> <p>a) As a minimum the team must include the following titles:</p> <ul style="list-style-type: none"> • Project Director • Project Manager • Senior Consultant - Environmental • Senior Consultant - Radiological • Health and Safety Specialist • Ontario Land Surveyor • Radiological Survey Specialist <p>Personnel can not be listed in more than one key position .</p> <p>b. One (1) of the following senior positions (i.e. Project Director, Project Manager, Senior Consultant - Environmental, Senior Consultant - Radiological) must be a Qualified Person, Environmental Site Assessment (QP ESA) under the Ontario Regulation 153/04 as amended from time to time.</p> <p>Proof (for example, a copy of the P.Eng. License issued by PEO; or, a copy of the certificate of registration under the Professional Geoscientists Act, 2000 and membership confirmation for the Association of Professional Geoscientists of Ontario) must be submitted with the bid.</p> <p>c. Surveyor must be licensed by the Association of Ontario Land Surveyors (AOLS)</p> <p>Proof (for example, a copy of the Surveyor's License issued by AOLS) must be submitted with the bid.</p>	
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

2.2 Point Rated Technical Criteria

A minimum score of 50% is required in each of the following sections (2.2.1, 2.2.2, 2.2.4 and 2.2.5) in order to proceed for further evaluation.

If the Bidder's technical bid does not receive a score of at least 50% marks in each of these four (4) sections of the point rated technical criteria then no further consideration will be given to the proponent.

2.2.1. Achievements of Bidders on Similar Projects (200 Points; Mandatory Minimum Passmark: 100)

2.2.1.1 Submission

For the purposes of this evaluation, a "project" is defined as a series of tasks similar in nature to those described in this Request for Proposal – Statement of Work, and for which a specific contract was let, and all deliverables were completed up to, at least, draft reports.

For the 2 projects identified at mandatory criteria number 2, the bidders should provide a brief description of each (. Each project will be scored out of 100 points for a maximum total of 200 points for this section. In the event that more than two (2) projects are provided, only the first two (2) that appear in the bid will be considered. In the event of a project submitted by a Joint Venture (JV), one of the JV parties must be the primary consultant for all sample projects submitted.

For the purposes of this evaluation, identifying positions on standing offers or supply arrangements in and of itself will not meet the requirements to provide an example of a project; nor will simply providing a list of multiple projects satisfy the requirement to demonstrate achievements on similar or comparable projects.

The descriptions for each project should consist of the following:

1. **Project Name and Location:** List only projects that are similar. Similar projects include: assessment and/or remediation of Low Level Radiological Waste, and/or Radiological Surveys.
2. **Client:** Entity that commissioned the work. Use one or more of the following: (i) Canadian Federal Government Department or Canadian Federal Crown Corporation (ii) Canadian Provincial Government Department or Canadian Provincial Crown Corporation (iii) Other Federal or State Government Department outside of Canada (iv) Other
3. **Value:** Total value of consulting charges for the project, including consulting fees and disbursements, but not including other work contracted separately.
4. **Project Similarity:** Describe the project similarity to the scope and needs of the work described in this Statement of Work, including elements such as: legal land surveying, locating underground utilities including use of subsurface geo-physical/tracing equipment, exterior gamma radiation surveys, radiological and environmental investigations, planning soil sampling and laboratory analysis, completion of intrusive soil sampling, working on a municipal property and/or a residential setting, coordinating public communications/addressing public inquiries, large database management, health and safety, traffic management and traffic control, working in a multi-disciplinary team, etc.
5. **Project Management:** Identify and describe applicable project management resources utilized for project completion, including elements such as: scheduling and associated tracking, time management, budget tracking, quality control, project risk, and environmental protection.

2.2.1.2 Evaluation

Each project will be scored out of 100 points allocated as follows:

1. Project Name and Location:
Similar Projects – up to 20 points:
 - a. One of: Assessment of LLRW, Remediation of LLRW or Radiological Survey in an occupied residential setting – 20 points
 - b. One of Assessment of LLRW, Remediation of LLRW or Radiological Survey in unoccupied residential/non-residential setting – 15 points
 - c. Others – 0 points
2. Client – up to 5 points:
 - a. Any Canadian Federal Government Department or Canadian Federal Crown Corporation – 5 points
 - b. Any Canadian Provincial Government Department or Canadian Provincial Crown Corporation – 4 points
 - c. Other Federal or State Government Department outside of Canada – 4 points
 - d. Other clients – 3.5 points.
3. Value – up to 10 points:
 - a. Equal to or Greater than \$1 million – 10 points
 - b. Greater than \$500,000 but less than \$1 million – 9 points

- c. Greater than \$250,000 but less than \$500,000 – 7 points
- d. Greater than \$100,000 but less than \$250,000 – 5 points
- e. Less than \$100,000 – 2 points
- 4. Project Similarity – up to 40 points:
 - a. Sample project is directly related to this project's needs and includes clear demonstration of 9 or more elements – 40 points
 - b. Sample project is generally related to this project's needs and includes clear demonstration of 7 to 8 elements – 30 points
 - c. Sample project is partially related to this project's needs and includes clear demonstration of 5 or 6 elements – 20 points
 - d. Sample project is generally not related to this project's needs and includes clear demonstration of 3 to 4 elements – 10 points
 - e. Sample project is not related to this project's needs and includes clear demonstration of less than 3 elements – 0 points
- 5. Project Management – up to 25 points:
 - a. Identification and clear demonstration of 6 elements – 25 points
 - b. Identification and clear demonstration of 5 elements – 20 points
 - c. Identification and clear demonstration of 4 elements – 18 points
 - d. Identification and clear demonstration of 3 elements – 13 points
 - e. Identification and clear demonstration of less than 3 elements – 0 points

2.2.2. Achievements of Key Sub-Consultants & Sub-Contractors on Similar Projects (300 Points; Mandatory Minimum Passmark: 150))

2.2.2.1 Submission

The bidder should provide a brief description of one (1) project to demonstrate experience in Environmental Investigation projects of similar size and scope completed within the last ten (10) years or currently underway for each of the following key sub-consultants/sub-contractors:

- Radiological investigation sub-consultant (maximum of 100 points)
- Land Surveyor (completion of legal surveys, etc) (maximum of 100 points)
- Utility Locating sub-contractor (maximum of 100 points)

In the event that the Bidder also performs the sub-consultant services identified above, it is acceptable for the Bidder to submit the project information required. The Bidder can repeat a project from Section 2.2.1 if applicable. Each project will be scored out of 100 for a total maximum of 100 points for each sub-consultant and sub-contractor. Descriptions should include the following:

1. **Project Name and Location:** List only projects that are similar for the applicable Key Sub-Consultants/Sub-Contractors. Similar projects, as applicable, include: assessment and/or remediation of Low Level Radiological Waste and/or Radiological Surveys; Legal Survey of public lands; completion of utility locates for underground water and sewer services or other buried infrastructure.
2. **Client:** Entity that commissioned the work. Use one or more of the following: (i) Canadian Federal Government Department or Canadian Federal Crown Corporation (ii) Canadian Provincial Government Department or Canadian Provincial Crown Corporation (iii) Other Federal or State Government Department outside of Canada (iv) Other
3. **Value:** Total value of consulting charges of the key sub-consultant or sub-contractor for the project, including consulting fees and disbursements, but not including other work contracted separately.
4. **Project Similarity:** Describe the project and similarity to the scope and needs of work described in this Statement of Work for the applicable Key Sub-Consultants/Sub-Contractor including elements (as appropriate for the specific type of work for the sub-consultant/sub-contractor), such as but not limited to:

- a. **Radiological Investigation:** planning and implementing exterior gamma radiation surveys, public communications, work completed on large parcels of land and/or multiple small properties, large database management and presentation of all data, health and safety, working on municipal property and/or residential setting and completion of associated coordination, implementation of traffic management/traffic control, etc.
- b. **Land Surveyor:** completion of legal surveys, working on municipal property and/or in a residential setting & the associated coordination, public communications, work completed on large parcels of land and/or multiple small properties, large database management and presentation of data, health and safety,
- c. **Utility Locating Sub-Contractor:** locating of underground utilities (including use of sub-surface geophysical/tracing equipment), completion of locating and mapping municipal underground utilities (e.g. sewer and water), working on municipal property and/or in a residential setting & the associated coordination, large database management and presentation of data, health and safety, implementation of traffic management/traffic control, etc.

2.2.2.2 Evaluation

Each project will be scored out of 100 points allocated as follows:

1. Project Name and Location:
Similar Project – up to 20 points:
 - i. One of: Assessment of LLRW, Remediation of LLRW, Radiological Survey or legal survey of public lands in an occupied residential setting – 20 points
 - ii. One of Assessment of LLRW, Remediation of LLRW or Radiological Survey or legal survey of public lands in unoccupied residential/non-residential setting – 15 points
 - iii. Others – 0 points
2. Client: up to 10 points
 - a. Any Canadian Federal Government Department or Canadian Federal Crown Corporation – 10 points
 - b. Provincial Government Department or Provincial Crown Corporation – 8 points
 - c. Other Federal or State Government Department outside of Canada – 8 points
 - d. Other – 7 points.
3. Value – up to 20 points:
 - a. Equal to or greater than \$500,000 – 20 points
 - b. Greater than \$250,000 but less than \$500,000 – 16 points
 - c. Greater than \$100,000 but less than \$250,000 – 13 points
 - d. Greater than \$50,000 but less than \$100,000 – 10 points
 - e. Less than \$50,000 – 2 points
4. Project Similarity: up to 50 points
 - a. Radiological Investigation/Utility Locates Sub-Contractor
 - i. Sample project is directly related to this project's needs and includes clear demonstration of 7 or more elements – 50 points
 - ii. Sample project is generally related to this project's needs and includes clear demonstration of 6 elements – 40 points
 - iii. Sample project is partially related to this project's needs and includes clear demonstration of 5 elements – 35 points
 - iv. Sample project is somewhat related to this project's needs and includes clear demonstration of 4 elements – 25 points
 - v. Sample project is generally not related to this project's needs and includes clear demonstration of 3 elements – 10 points

- vi. Sample project is not related to this project's needs and includes clear demonstration of 2 or less elements – 0 points
- b. Land Surveyor
 - i. Sample project is directly related to this project's needs and includes clear demonstration of 5 or more elements – 50 points
 - ii. Sample project is generally related to this project's needs and includes clear demonstration of 4 elements – 40 points
 - iii. Sample project is partially related to this project's needs and includes clear demonstration of 3 elements – 25 points
 - iv. Sample project is generally not related to this project's needs and includes clear demonstration of 2 elements – 10 points
 - v. Sample project is not related to this project's needs and includes clear demonstration of 1 or no elements – 0 points

2.2.3. Experience and Achievements of Key Personnel on Similar Projects (250 Points)

2.2.3.1 Submission

Experience, Education and Accreditations

The following information will be point rated using Appendix 1: - Key Personnel Table (referred to at #3 – Mandatory Technical Criteria). Individuals must only be listed under one (1) Key Personnel Role. The Bidder's submission should include the following:

1. Education & Accreditation:

- a. **Education:** List highest level of certificates, diplomas and degrees in the fields relevant to the proposed role. For the purposes of this evaluation, relevant is defined as fields for which the training/education involved the development of skills required to complete the tasks described in this Statement of Work.
- b. **Accreditation:** List relevant professional accreditation for the proposed role and recognized in the Province of Ontario. Scoring will be based on whether the individual has a licence to practice in the relevant jurisdiction and has the relevant professional accreditation or not.. For all specializations the relevant jurisdiction is Ontario, except for those accreditations that are not issued regionally. Accepted accreditations include but are not limited to: Professional Engineer, Professional Geoscientist, Project Management Professional (PMP), Qualified Person – ESA, Certified Engineering Technologist, Applied Science Technologist, Certified Industrial Hygienist or Certified Occupational Hygienist, Certified Health Physicist.

2. Years of Experience: Refers to number of years the individual has performed the role identified in Appendix 1 and does not include time at school or time working in a different role.

Bidders should also include resumés for all individuals identified in Appendix 1. Resumés should be a maximum of 2 pages and should include specific details of all information summarized in Appendix 1:, including:

- Accreditation organization, date accreditation obtained, current status.
- All post-secondary education institutions, dates attended, credentials obtained.
- Work history with employer's names, dates employed, job title and responsibilities.

Clearly identified resumés will **not** count towards the page count of the Bidder's technical submission.

Achievements on Similar Projects

Bidders should provide a brief description of two (2) completed projects, for each of the roles of Project Manager, Senior Consultant – Environmental, Senior Consultant – Radiological and Radiological Survey Specialist to demonstrate experience in Environmental Investigation projects including radiological surveys or the assessment or remediation of Low Level Radioactive Waste (LLRW). Each project will be scored out of 50 points, for a maximum total of 100 points per individual for this section. In the event that more than two (2) projects are provided per individual, only the first two projects that appear in the submission will be considered.

Bidders should complete Tables 2 to 5 for each of the four (4) individuals proposed for the following roles:

1. Project Manager (Table 2)
2. Senior Consultant – Environmental (Table 3)
3. Senior Consultant – Radiological (Table 4)
4. Radiological Survey Specialist (Table 5)

The Bidder may modify the format of Tables 2 to 5. Each Table is limited to a maximum of one (1) page and should include 1 project per individual. For the purposes of evaluation, relevant projects include:

Contaminated Site Assessment,
Low Level Radiological Waste Assessment,
Low Level Radiological Waste Remediation,
And / or Radiological Surveys.

For **Project Manager and Senior Consultant – Environmental** personnel, the submitted projects for each individual should include Contaminated Site Assessment. If the projects submitted do not include Contaminated Site Assessment, the projects will not be evaluated and a score of 0 will be given for the applicable individual(s) for Achievements on Similar Projects.

For **Senior Consultant – Radiological** and **Radiological Survey Specialist** personnel, the submitted projects should include Low Level Radiological Waste Assessment, Low Level Radiological Waste Remediation or Radiological Surveys. If the projects submitted do not include Low Level Radiological Waste Assessment, Low Level Radiological Waste Remediation or Radiological Surveys, the projects will not be evaluated and a score of 0 will be given for the applicable individual(s) for Achievements on Similar Projects.

For the purposes of this evaluation, a “project” is defined as a series of tasks similar in nature to those described in this Statement of Work, and for which a specific contract was let, and all deliverables were completed up to draft reports.

For the purposes of this evaluation, identifying positions on standing offers or supply arrangements in and of itself will not meet the requirements to provide an example of a project; nor will simply providing a list of multiple projects satisfy the requirement to demonstrate achievements on similar or comparable project.

Descriptions should include the following submitted per individual, per project:

1. **Project Name and Location:** List only projects for which the individual performed the role being proposed.

2. **Project Role:** List the role/title of the individual during the project.
3. **Project Description:** Describe the similar project.
4. **Value:** Total value of consulting charges for the project, including consulting fees and disbursements, but not including other work contracted separately.
5. **Personnel Roles/Responsibilities:** Describe the roles and responsibilities performed by the individual, including technical and practical experiences on the project. The Bidder should fully and clearly demonstrate the similar project related experience in the role being proposed, including but not limited to the following key elements:
 - a. **Project Manager:** Integration, scope, schedule, budget, change control, quality, human resources, communications, project risk, project related procurement, environmental protection, health and safety plans.
 - b. **Senior Consultant – Environmental:** Planning and designing environmental sampling and analysis work plans, developing standard operating procedures, regulatory compliance oversight, senior review, senior technical advice, technical lead, directing complex site assessment work, making recommendations, preparing reports, evaluating multiple lines of evidence.
 - c. **Senior Consultant – Radiological:** Planning and designing radiological sampling, measurement and analysis work plans, developing standard operating procedures, regulatory compliance oversight, senior review, senior technical advice, technical lead, directing complex radiological site assessment work, making recommendations, preparing reports, evaluating multiple lines of evidence.
 - d. **Radiological Survey Specialist:** Planning and leading indoor or outdoor radiation surveys, developing standard operating procedures, troubleshooting radiological survey equipment, oversight of equipment calibration program for radiological surveys, providing technical advice to field staff during radiological surveys, analyzing and reporting on radiological survey results, , quality assurance and quality control.

2.2.3.2 Evaluation

The following four (4) roles will be evaluated for a maximum of 150 points comprised of up to 50 points for Experience, Education and Accreditations and up to 100 points for Achievements on Similar Projects.

Project Manager, Senior Consultant – Environmental, Senior Consultant – Radiological and Radiological Survey Specialist.

The following three (3) roles will be evaluated for a maximum of 50 points (Experience, Education and Accreditations **only**)

Project Director, Health and Safety Specialist and Surveyor

The score obtained by each individual will then be adjusted to reflect the weighting allocated to each role on the Bidder's team according to the Table 1 below:

Table 1 Personnel Weighting

Role	Weighting	Score / Maximum Points Available	Maximum Weighted Score Achievable
Project Director	10%	Score / 50	25 points
Project Manager	20%	Score / 150	50 points
Senior Consultant – Environmental	20%	Score / 150	50 points
Senior Consultant - Radiological	20%	Score / 150	50 points

Health and Safety Specialist	10%	Score / 50	25 points
Surveyor	10%	Score / 50	25 points
Radiological Survey Specialist	10%	Score / 150	25 points
TOTAL	100%		250 points

Individuals will be evaluated out of a maximum mark of 50 points to be allocated as follows:

1. Education & Accreditation (up to 20 points); see Section 2.2.3.1 for accepted accreditations:
 - a. Graduate degree and accreditations – 20 points
 - b. Undergraduate degree and accreditations – 15 points
 - c. College diploma and accreditations – 10 points
 - d. Graduate degree and NO accreditations – 10 points
 - e. Undergraduate degree and NO accreditations – 5 points
 - f. College diploma and NO accreditations – 5 points
 - g. Accreditation and NO degree or diploma – 5 points
 - h. NO accreditation and NO degree or diploma – 0 points
2. Years of Experience (up to 30 points):
 - a. Project Director:
 - i. 11 years or more – 30 points
 - ii. 6 to 10 years – 20 points
 - iii. 5 years (minimum) – 10 points
 - iv. Less than 5 years – 0 points
 - b. Project Manager/Senior Consultant-Environmental/Senior Consultant-Radiological
 - i. 16 years or more – 30 points
 - ii. 11 to 15 years – 20 points
 - iii. 10 years (minimum) – 10 points
 - iv. Less than 10 years – 0 points
 - c. Health and Safety Specialist/Radiological Survey Specialist/Land Surveyor
 - i. 11 years or more – 30 points
 - ii. 6 to 10 years – 20 points
 - iii. 5 years (minimum) – 10 points
 - iv. Less than 5 years – 0 points

Resumés will not be evaluated, but resumés may be used to verify information provided in Key Personnel Table 1. Resumés should clearly verify that personnel proposed are qualified for the relevant role proposed. Information presented in Key Personnel Table 1 but not supported by the resumé may not be considered.

Achievements on Similar Projects

In the event that more than one (2) projects are provided per individual, only the first two projects that appear in the submission will be considered. Individuals will be evaluated out of a maximum mark of 50 points for each project to be allocated as follows:

Project Name and Location: . If a Bidder submits only one project, that Bidder cannot achieve more than one half of the total marks for this section.

1. **Project Role:** In order to be awarded points for a project, the role of the individual on the project must be the same as the role being proposed.
2. **Project Description:** Up to 10 points. In order to be awarded points the projects submitted should be similar to this requirement's statement of work.
 - a) Similar Projects for **Project Manager** and **Senior Consultant – Environmental** personnel:
 - i. One of: Contaminated Site Assessment with elements of assessment of LLRW and/or remediation of LLRW – 10 points each.

- ii. One of: Contaminated Site Assessment– 7 points each.
- iii. Other types of projects – 0 points.
- b) Similar Projects for **Senior Consultant – Radiological, Radiological Protection Specialist and Radiological Survey Specialist** personnel:
 - i. Radiological Survey, Assessment of LLRW or Remediation of LLRW in an occupied residential setting – 10 points each.
 - ii. Radiological Survey, Assessment of LLRW or Remediation of LLRW in a non-residential setting – 7 points each.
 - iii. Other types of projects – 0 points.
- 3. **Value:** up to 10 points:
 - i. Equal to or greater than \$1 million – 10 points
 - ii. Greater than \$500,000 but less than \$1million – 9 points
 - iii. Greater than \$250,000 but less than \$500,000 – 7 points
 - iv. Greater than \$100,000 but less than \$250,000 – 5 points
 - v. Less than \$100,000 – 2 points
- 4. **Personnel's Responsibilities in Proposed Role.** Up to 30 points. Scoring will be based on demonstrating priority elements/criteria as listed in respective Tables 2-7. In order to score full marks the Bidder should provide sufficient details to demonstrate the similar project experience in the proposed role.
 - i. Identification and clear demonstration of 10 or more elements – 30 points
 - ii. Identification and clear demonstration of 8 or 9 elements – 27 points
 - iii. Identification and clear demonstration of 7 elements – 25 points
 - iv. Identification and clear demonstration of 6 elements – 21 points
 - v. Identification and clear demonstration of 5 elements – 15 points
 - vi. Identification and clear demonstration of 3 elements – 10 points
 - vii. Identification and clear demonstration of less than 3 elements – 0 points

Table 2 – Project Manager

1. Project Name and Location	
2. Project Description	
3. Project Role	
4. Value	
5. Project Manager Responsibilities	
<u>Evaluation Criteria</u>	
1. Integration and work planning	
2. Scope – Work Breakdown Structure	
3. Schedule	
4. Budget	
5. Change Control	
6. Quality	
7. Human resources	
8. Communications	
9. Project risk	
10. Project related procurement	

11. Environmental protection 12. Health and safety plans.	
--------------------------------------------------------------	--

Table 3 – Senior Consultant - Environmental

1. Project Name and Location	
2. Project Description	
3. Project Role	
4. Value	
5. Senior Consultant – Environmental Responsibilities	
<u>Evaluation Criteria</u>	
1. Planning and designing environmental sampling and analysis work plans	
2. Developing standard operating procedures	
3. Regulatory compliance oversight	
4. Senior review	
5. Senior technical advice	
6. Technical lead	
7. Directing complex site assessment work	
8. Making recommendations	
9. Preparing reports	
10. Evaluating multiple lines of evidence	

Table 4 – Senior Consultant - Radiological

1. Project Name and Location	
2. Project Description	
3. Project Role	

4. Value	
5. Senior Consultant – Radiological Responsibilities	
<u>Evaluation Criteria</u>	
1. Planning and designing radiological sampling, measurement and analysis work plans	
2. Developing standard operating procedures	
3. Regulatory compliance oversight	
4. Senior review	
5. Senior technical advice	
6. Technical lead	
7. Directing complex radiological site assessment work	
8. Making recommendations	
9. Preparing reports	
10. Evaluating multiple lines of evidence.	

Table 5 – Radiological Survey Specialist

1. Project Name and Location	
2. Project Description	
3. Project Role	
4. Value	
5. Radiological Survey Specialist Responsibilities	
<u>Evaluation Criteria</u>	
1. Planning radiological surveys	
2. Leading indoor or outdoor gamma radiation surveys, surface and object	

contamination surveys or down-hole gamma measurements	
3.Training field staff	
4.Developing Standard Operating Procedures	
5.Troubleshooting of radiological survey equipment	
6.Oversight of equipment calibration program for radiological surveys	
7.Quality Assurance and Control related to radiological survey work	
8.Providing technical advice to field staff during radiological surveys	
9.Reporting the radiological survey results	
10. Analyzing and interpreting radiological survey results	

2.2.4. Understanding of the Project and Scope of Work (200 Points; Mandatory Minimum Passmark;100 points)

2.2.4.1 Submittal

The Bidder should propose a manageable approach to the work that demonstrates a clear understanding of the functional and technical requirements detailed in the Statement of Work. The approach should also reflect an understanding of the sensitivities associated with work within a residential community. At a minimum the Bidder should include the following:

1. **Work Plan:**The work plan should demonstrate an understanding of all of the overall objectives and technical aspects of the work as detailed in the Statement of Work, along with a demonstrated understanding of the logistical and administrative aspects of the work. This includes but is not limited to elements such as: the overall project objectives, the technical requirements of each of the tasks in the SOW, role of Health & Safety and Quality Assurance/Quality Control, role & purpose of project specific plan and Standard Operating

Procedures, role and expected integration of Port Hope Area Initiative Collaboration Portal (PHAI-CP), reporting requirements, meeting requirements, project timelines, role of communication, project coordination, and community interaction/involvement.

2. **Project Schedule:** Include proposed major milestones corresponding to each major task and deliverable.
3. **Understanding of Client User's Philosophies, Values and Goals (i.e. Natural Resources Canada, Port Hope Area Initiative Management Office):** Demonstrate the Bidder's understanding of the broader goals of the project as they relate to working in a government context, addressing the complexities associated with a project of this scope, the multi-disciplinary nature of the project and public involvement. This includes but is not limited to: understanding of the sensitive nature of the project and the overall PHAI work program, understanding of the many stakeholders and maintaining relationships, understanding of the involvement of multiple levels of government and disciplines, understanding of the project goals, the overall PHAI project work and objectives.
4. **Quality Management/Quality Assurance:** Identify and describe quality management issues related to all major tasks in the scenario and provide quality assurance procedures to mitigate these issues. This includes but is not limited to: identification of aspects of project where QA/QC oversight/procedures are required, process by which QA/QC will be implemented for the project and meet project specific needs, demonstrates how QA/QC will be implements/applied by all team members to ensure consistency over course of the project.

2.2.4.2 Evaluation

In this section, bids will be assessed based on the strengths and weaknesses of the Bidder's response to the evaluation criteria as follows: up to 200 points for this Section.

- 1) A demonstrated understanding of all of the technical, logistical and administrative aspects of the work as detailed in the Scope of Work; up to 100 points.
 - i. Demonstrates expert understanding of the requirements and includes clear demonstration and understanding of 11 or more elements – 100 points
 - ii. Demonstrates a very good understanding of the requirements and includes clear demonstration and understanding of 9 to 10 elements– 80 points
 - iii. Demonstrates good understanding of the requirements and includes clear demonstration and understanding of 7 to 8 elements – 70 points
 - iv. Demonstrates an acceptable understanding of the requirements and includes clear demonstration and understanding of 5 or 6 elements – 50 points
 - v. Demonstrates a weak understanding of the requirements and includes clear demonstration and understanding of 3 or 4 elements – 25 points
 - vi. Demonstrates a lack of understanding of the requirements and includes clear demonstration and understanding of 2 or less elements – 0 points
- 2) A demonstrated understanding of the Client User's philosophies, values and goals including the broader goals and objectives as they relate to working in a government context, the complexities associated with a project of this scope, maintaining a positive relationship with the community and other priorities; up to 50 Points:
 - i. Demonstrates a very good understanding and includes clear demonstration of 5 or more elements – 50 points
 - ii. Demonstrates a good understanding and includes clear demonstration of 4 elements – 40 points
 - iii. Demonstrates an acceptable understanding and includes clear demonstration of 3 elements – 25 points
 - iv. Demonstrates a weak understanding and includes clear demonstration of 2 elements – 10 points
 - v. Demonstrates a lack of understanding and includes clear demonstration of 1 or no elements – 0 points

3) Demonstrates evidence of Quality Assurance procedures: up to 50 Points:

- i. Demonstrates very good evidence and includes clear demonstration of 4 elements – 50 points
- ii. Demonstrates acceptable evidence and includes clear demonstration of 3 elements – 35 points
- iii. Demonstrates weak evidence and includes clear demonstration of 2 elements – 25 points
- iv. Demonstrates a lack of evidence and includes clear demonstration of 1 or no elements – 0 points

2.2.5. Management of Services (150 Points; Mandatory Minimum Passmark: 75 points)

2.2.5.1 Submittal

The Bidder should describe how the work described in the Statement of Work will be managed to ensure continuing and consistent control as well as production efficiency. The Bidder should demonstrate an understanding of potential problems that might arise during the performance of the work along with strategies to address or mitigate these problems. The Bidder should demonstrate the communication strategies and internal and external reporting relationships used to support quick and successful resolution to all problems. At a minimum the Bidder should provide the following:

- 1. Organizational Chart of the Bidder's Team:** Should clearly illustrate the organizational structure of the Bidder's team. This includes but is not limited to elements such as: identifying all team members, including field work teams, identification of position titles with specific names describing roles and responsibilities, clearly identify back-up resources to illustrate that team has capacity to complete work, and the internal reporting structure is coherent with no apparent gaps in skills and knowledge.
- 2. Risk Management:** Should identify risk management issues, the associated challenges and constraints, and the proposed plan and solutions to mitigate each of the identified issues. This includes but is not limited to elements such as: identification of common and project specific risks associated with this work and the associated mitigation measures, understanding of the role of assessment of risk, integration of risk management planning over the course of the project, the processes to be implemented for evaluating risks, and implementing and maintaining risk management processes/procedures,
- 3. Project Reporting:** Should clearly identify project reporting relationships and provide a project reporting structure that addresses the challenges with the multi-disciplinary and multi-jurisdictional reporting relationships associated with the project.
- 4. Communication Strategy:** Provide an outline for a communication strategy for internal and external stakeholders. Strategy should demonstrate Bidder's understanding of logistical complexities of this project and the unique interactions with the public and other stakeholders. This includes but is not limited to elements such as: understanding of Bidder's communication plan as part of the broader PHAI project communication plan, understanding that Bidder's communication plan will integrate PHAI communications Team and processes, identify anticipated communication structure for the project (including in emergency or problem situations), and demonstrate understanding of communication required with public/private property owners.

2.2.5.2 Evaluation

In this section, bids will be evaluated on the strengths and weaknesses of the Bidder's response to the evaluation criteria as follows for a maximum total of 150 points:

- 1) Demonstrate an organizational structure and management approach that is logical in order to maximize work efficiency; up to 50 points:
 - i. Organizational structure and proposed management approach is logical with no apparent weakness, and includes clear demonstration of 4 or more elements – 50 points
 - ii. Organizational structure and proposed management approach is logical with no significant weakness, and includes clear demonstration of 3 elements– 35 points
 - iii. Organizational structure and proposed management approach is logical and contains some weaknesses that can be easily corrected or managed, and include clear demonstration of 2 elements – 25 points
 - iv. Organizational structure and proposed management approach is not logical or contains weaknesses that cannot easily be corrected or managed, and includes 1 or no elements – 0 points
- 2) Demonstrate an understanding of the types of problems (risks) that might arise during the work and proposed solutions (mitigation & management); up to 50 points:
 - i. Demonstrates a thorough understanding of risks and mitigation/management, and includes clear demonstration of 5 or more elements – 50 points
 - ii. Demonstrates a good understanding of risks and mitigation/management, and includes clear demonstration of 4 elements – 35 points
 - iii. Demonstrates an acceptable understanding of risks and mitigation/management, and includes clear demonstration of 3 elements – 25 points
 - iv. Demonstrates a weak understanding of risks and mitigation/management, and includes clear demonstration of 2 elements – 10 points
 - v. Demonstrates a lack of understanding of risks and mitigation/management, and includes clear demonstration of 1 or less elements – 0 points
- 3) Demonstrate communication strategies and internal reporting relationships to support quick and successful resolution to all problems given the logistical complexity and the unique interactions with the public and other stakeholders for this Scope of Work ; up to 50 points:
 - i. Strategies and relationships proposed are strong and have no apparent weaknesses, and includes clear demonstration of 4 or more elements – 50 points
 - ii. Strategies and relationships proposed are very good and have no significant weakness, and includes clear demonstration of 3 elements – 35 points
 - iii. Strategies and relationships proposed are acceptable, and includes clear demonstration of 2 elements – 25 points
 - iv. Strategies and relationships proposed are inadequate and include a clear demonstration of 1 or no elements – 0 points.

3.0 EVALUATION AND RATING

3.1 Bids will be reviewed, evaluated and rated in accordance with the following to establish Technical Ratings:

Criterion	Weight Factor (%)	Maximum Available Points	Weighted Technical Score
1. Achievements of Bidders on Similar Projects	25	Score / 200	0 - 25

2. Achievements of Key Sub-Consultants & Sub-Contractors on Similar Projects	10	Score / 300	0 - 10
3. Experience and Achievements of Key Personnel on Similar Projects	20	Score / 250	0 - 20
4. Understanding of the Project and Scope of Work	30	Score / 200	0 - 30
5. Management of Services	15	Score / 150	0 - 15
Weighted Technical Score			0 - 100

In addition, to be considered further, Bidders must achieve an overall minimum weighted Technical Score of seventy (70%) percent.

Appendix 1:

Bidders must identify the team by completing this form or an identical facsimile.

Key Personnel Table

Key Personnel Role	Name of Individual Proposed	Relevant Accreditation	Highest Education	Relevant Years of Experience in Role Proposed
Program Director				
Project Manager				
Senior Consultant – Environmental				
Senior Consultant – Radiological				
Health and Safety Specialist				
Radiological Survey Specialist				
Ontario Land Surveyor				

- Name and Position of Proposed Individual proposed for role as a Qualified Person, Environmental Site Assessment (QP ESA) under the Ontario Regulation 153/04. (Must be the Project Director, Project Manager, Senior Consultant - Environmental, or Senior Consultant - Radiological)

Name: _____ Position: _____

(Proof must be submitted)

ANNEX "D" to PART 5 - BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
 - ☐ A2. The Bidder certifies being a public sector employer.
 - ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
 - ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR
- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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

ANNEX "E"**INSURANCE REQUIREMENTS****Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada, Atomic Energy of Canada Limited, Canadian Nuclear Laboratories Ltd., and The Corporation of the Municipality of Port Hope are added as 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, Atomic Energy of Canada Limited, Canadian Nuclear Laboratories Ltd., and The Corporation of the Municipality of Port Hope.
 - 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. 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.

Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes

c. Uninsured Motorist Protection

- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
- e. OPCF/SEF/QEF #3 - Drive Government Automobiles Endorsement
- f. OPCF/SEF/SEF #4B - Permission to Carry Radioactive Material Endorsement
- g. OPCF/SEF/QEF #6a - Permission to Carry Passengers for Compensation or Hire
- h. OPCF/SEF/QEF #6c - Public Passenger Vehicles Endorsement
- i. OPCF/SEF/QEF #6f - Public Passenger Vehicles - Combined Limits for Passengers and road liability Passenger Hazard/Bodily Injury Minimum Limits required:
 - 8 to 12 Passengers: \$5,000,000
 - 13 or more Passengers: \$8,000,000
- j. Liability for Physical Damage to Non-owned Automobiles: Ontario OPCF 27 or 27B / Quebec: QEF #27 / Other Provinces: SEF#27

Errors and Omissions Liability Insurance

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.