

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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480C  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**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**

<b>Title - Sujet</b> Environmental Consultant	
<b>Solicitation No. - N° de l'invitation</b> EQ447-152375/A	<b>Date</b> 2015-07-31
<b>Client Reference No. - N° de référence du client</b> EQ447-152375	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-003-6899	
<b>File No. - N° de dossier</b> TOR-5-38062 (003)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-09-14</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Escander, Lisa	<b>Buyer Id - Id de l'acheteur</b> tor003
<b>Telephone No. - N° de téléphone</b> (905) 615-2062 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 11th Floor 4900 Yonge Street Toronto Ontario M2N6A6 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>

Solicitation No. - N° de l'invitation

EQ447-152375/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-5-38062

Buyer ID - Id de l'acheteur

tor003

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

EQ447-152375

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Insurance Requirements, and any other annexes.

### **1.2 Summary**

- 1.2.1 Public Works and Government Services Canada (PWGSC) on behalf of Transport Canada (TC) is requesting a technical proposal and a cost estimate to undertake a Risk Assessment (RA) in the spirit of the Ontario Ministry of the Environment and Climate Change (MOECC) O.Reg 153/04 of Perfluorinated Compounds (PFC) present in Welland River downstream of Hamilton International Airport (HIA). The suspected area of contamination covers areas immediately downstream of the HIA and extends down the Upper Welland River Watershed.
- 1.2.2 The period of the contract will be for one year with the option to extend the contract by one additional period until March 31, 2018.
- 1.2.3 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

### **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-) (<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 (2015-07-03) 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: 90 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 FPS, bidders must provide the information required below before the issuance of a contract. 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.

### **2.3.1 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 [Defense 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.

### 2.3.2 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 FPS in receipt of a pension, as applicable:

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

By providing this information, Bidder 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](#).

### 2.3.3 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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the 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)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

#### **Section I: 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 in Annex Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

**3.1.2 Exchange Rate Fluctuation**

C3010T (2013-11-06), Exchange Rate Fluctuation Risk Mitigation

**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 and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

**4.1.1 Technical Evaluation**

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

**4.1.2 Financial Evaluation**

The Bidder must submit with its bid, pricing details in accordance with Annex "B" – Basis of Payment, in Canadian funds. Pricing must be provided for the Firm Requirement and Optional Requirement.

Bids will be evaluated based on the prices detailed in Annex "B" – Basis of Payment.

The price used in the evaluation will be the Total Evaluated Cost which is calculated as follows:

Total Evaluated Cost is the sum of the Total Estimated Prices for Stage 1 (Firm Requirement) and Stage 2 (Optional Requirement).

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

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 for criteria numbers RC1.1, RC1.2, RC2; and
  - d. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.  
The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.



3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
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 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		55,000	50,000	45,000
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		1st	3rd	2nd

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

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

#### 5.2.3 Additional Certifications Precedent to Contract Award

##### 5.2.3.2 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the

Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability.

#### 5.2.3.4 Education and Experience

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

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Statement of Work

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

### 6.2 Standard Clauses and Conditions

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

#### 6.2.1 General Conditions

[2035](#) (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 6.3 Security Requirements

6.3.1 There is no security requirement applicable to this Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is for one year from date of contract award. *(to be inserted at contract award)*

#### 6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract until March 31, 2018 under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Lisa Escander  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
33 City Centre Drive, Suite 480C  
Mississauga, Ontario  
L5B 2N5

Telephone: 902-615-2062

Facsimile: 905-615-2060

E-mail address: [Lisa.Escander@pwgsc-tpsgc.gc.ca](mailto:Lisa.Escander@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.

#### **6.5.2 Project Authority** *(to be inserted at contract award)*

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.

#### **6.5.3 Contractor's Representative** *(to be completed by bidder)*

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

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

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

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

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

#### **6.6 Proactive Disclosure of Contracts with Former Public Servants**

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

## 6.7 Payment

### 6.7.1 Basis of Payment

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 \$ \_\_\_\_\_ *(to be inserted at contract award)*. Customs duties are included and Applicable Taxes are extra.

### 6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ *(to be inserted at contract award)*. Customs duties are included, 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.

### 6.7.3 Monthly Payments

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

### 6.7.4 T1204 - Direct Request by Customer Department

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

### 6.7.5 Time Verification

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

### 6.7.6 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: \_\_\_\_\_ *(to be inserted at contract award)*.

## 6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contract Authority identified under the section entitled "Authorities" of the Contract.

## 6.9 Certifications

### 6.9.1 Compliance

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

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2015-07-03), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work  
Appendix 1 to Annex A;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) Annex D, Technical Evaluation Criteria;
- (g) the Contractor's bid dated \_\_\_\_\_, (*to be inserted at contract award*)

## 6.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

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

**OR**

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

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**6.13 Insurance Requirements**

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

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

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

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File No. - N° du dossier  
TOR-5-38062

Buyer ID - Id de l'acheteur  
tor003  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **Hamilton Offsite Risk Assessment of Perfluorinated Compounds (PFC)**

Location:  
Downstream from Hamilton International Airport  
in the general area of Welland River Watershed

Note: reference attached Workplan Appendix 1 to Annex A



## **A1. Introduction**

Public Works and Government Services Canada (PWGSC) on behalf of Transport Canada (TC) is requesting a technical proposal and a cost estimate to undertake a Risk Assessment (RA) in the spirit of the Ontario Ministry of the Environment and Climate Change (MOECC) O.Reg 153/04 of Perfluorinated Compounds (PFC) present in Welland River downstream of Hamilton International Airport (HIA). The suspected area of contamination covers areas immediately downstream of the HIA and extends down the Upper Welland River Watershed.

The Welland River flows from its headwaters located south-west of Hamilton in the Mount Hope, and HIA area. It covers a meandering course of 132 km until it discharges into the Queenston-Chippawa Power Canal. The watershed consists of a dense network of small tributaries that possess similar features to the main Welland River channel. The flow in the Welland River is subject to extreme dry down periods during draught conditions with permanent flow limited to 5 spring fed tributaries and possibly the Welland River headwaters. For this reason, the Niagara Peninsula Conservation Authority constructed a dam on the river near Binbrook, creating Lake Niapenco, to augment low flow periods during draught conditions.

Transport Canada was the registered owner of the HIA until 1996 at which time the land was transferred to the Regional Municipality of Hamilton Wentworth. TC has committed to undertake a RA in the spirit of the Ontario MOECC O. Reg 153/04 for PFCs in the Welland River downstream and off-site of the HIA. This RA is being undertaken by TC on a without prejudice basis and without assuming responsibility for Perfluorooctane sulfonate (PFOS). A provincial Record for Site Condition (RSC) will not be sought as part of this project

In 2012, MOECC reports identified PFOS presence in the sediment and surface water samples collected from the Welland River and Lake Niapenco. MOECC cored the lake bottom in Lake Niapenco to understand the depths of PFOS contamination and the contamination profile vertically. The MOECC is of the opinion that PFC contaminants exist on the Hamilton Airport lands, and that these contaminants have impaired waters downstream. Water and sediment sampling near the closed local landfill, Glanford Landfill, observed no measurable PFOS contribution from the landfill to water and sediment quality nearby. The MOE sportfish consumption advisory for the public was adjusted to account for the elevated levels of PFOS in fish from Lake Niapenco (Binbrook Reservoir) and further downstream. A turtle plasma study undertaken by Environment Canada (EC) observed elevated levels of PFOS in turtle plasma, amphipods and surface water downstream of the HIA.

## **A2. Project Objectives**

The project objective is to complete a Detailed Quantitative Human Health and Ecological RA for PFCs in the Welland River offsite and downstream of the HIA by a Qualified Person for Risk Assessments (QPRA) as defined by O.Reg 153/04, as amended. The RA process will follow the spirit of the O.Reg 153/04 as amended, and will include the implementation of a stakeholder and agency engagement strategy. This RA work is not being undertaken to support filing for RSC. The intent of this project is to support Transport Canada's commitment to undertake an offsite RA in the spirit of the provincial regulation on a without prejudice basis, to determine PFC risks downstream of the HIA.

## **A3. Scope of Work**

The Contractor will undertake a RA in the spirit of the O.Reg 153/04 (as amended) to evaluate the PFCs in surface water, groundwater, sediment, soil and tissues, and will include a quantitative evaluation of both human health and ecological risks. PWGSC retained SNC Lavalin to review and complete a data gap analysis of existing information to define the scope of work for this RA undertaking. This detailed workplan (see Appendix 1 to Annex A) informs the Contractor of the expected level of complexity and detail required in the RA. It establishes the framework for the RA undertaking, outlines a tiered approach

regarding the site investigation and the risk assessment, and describes the individual tasks to be completed.

The detailed workplan summarizes site background information, the nature of contaminants of interest, and summarizes findings from a 2014 investigation undertaken by SNC Lavalin in support of workplan development. Background documents along with the 2014 Supplemental Field Investigation Report will be made available upon award.

The detailed workplan has been peer reviewed by the MOECC and federal expert support departments. Comments provided by these agencies have been taken into consideration during the workplan development and will be provided to the successful consultant upon contract award.

The Contractor must ensure the collection of all appropriate information in order to satisfy the project objectives and data requirements for the RA that meets the spirit of O.Reg 153/04 and as identified in the detailed Workplan. **This will include historical review, site investigation, and risk assessment activities in Stage 1, with allowance for filling of data gaps in Stage 2 (if the optional requirement is initiated) through additional data collection, evaluation and risk assessment activities, as required. The Contractor's RA undertaking must be scientifically defensible, and supported by robust, appropriate statistical analyses.**

### 3.1 Risk Assessment Framework

The overall framework for the proposed human health and ecological risk assessment will proceed through the following key components, established in the detailed workplan as follows:

#### Stage 1: Supplementary Site Investigation and Interim Detailed Quantitative Risk Assessment (Firm Requirement)

Undertake the required background material review, desktop studies (such as toxicity reference value identification, screening criteria, and transfer factor identification), supplemental investigations, data collection and analysis identified for Stage 1 of the detailed Workplan, and complete the evaluation consistent with a detailed quantitative risk assessment (e.g. measured vs. modelled concentration data and multiple lines of evidence, where available). The supplementary site investigations will be undertaken in part for the purposes of providing multiple lines of evidence, and tissue residue concentration data required to complete an (interim) detailed quantitative risk assessment. An aquatic reference site characterization study will be conducted to assist in further study area definition, and for determination of site specific risk. Additional site investigations will be undertaken to support the completion of the risk assessment, including confirmation sampling and analysis of sediment, surface water and groundwater. It is expected that a preliminary species and ecological resource survey will be completed at this stage to assist in the identification of valued ecosystem components to be evaluated in the risk assessment. Based on the collected data, the detailed quantitative risk assessment report will be completed. The outcome likely will identify gaps or uncertainties requiring further evaluation. At the end of Stage 1, the risk assessment will identify receptors, pathways and individual perfluorinated compounds not requiring further evaluation and therefore, not subject to further analysis in Stage 2 (if the optional requirement is initiated). The Stage 1 RA report will include recommendations and cost estimates for data gap/risk assessment uncertainty reduction program items, on the basis of Stage 1 findings and conclusions, to be evaluated in Stage 2 (upon initiation of the optional requirement).

#### Stage 2: Further Supplementary Site Investigation and Final Detailed Quantitative Risk Assessment (Optional Requirement if initiated)

Complete additional supplementary investigations required to complete a final detailed quantitative risk assessment. The Stage 2 work program will focus on implementing any additional uncertainty reduction programs, and study refinements, such as the collection of additional lines of evidence data to evaluate

the reasonableness of risks identified in Stage 1, and will deliver a detailed quantitative risk assessment report for the final Risk Assessment and study area. The results will be used to recommend whether remedial/risk management measures are required. If such measures are recommended, appropriate options will be described in the final detailed quantitative risk assessment report, identifying cost and schedule estimates for the implementation.

### 3.1.1 Data Collection, Analysis and Assessment

1. The detailed workplan includes a general framework, methodology, protocols and tasks which should be completed in the site investigation and the RA.
2. The gathered information must be sufficient and suited to support a complete evaluation of all potential human and ecological risks based on all appropriate site condition information including hydrology, hydrogeology, topography, surface water, soil, sediment, groundwater characteristics, as well as habitat, receptor characteristics and the current use of the site. The optimum timing of field program tasks must be considered prior to and during the implementation. The site investigation will be undertaken in a manner that is suitable to the nature of the site, subject matter under analysis, and the characteristics of the contamination.
3. The Contractor must undertake Stage 1 (firm requirement) and Stage 2 RA (if the optional requirement is initiated) as identified in the detailed workplan. The expected level of detail and complexity from the RA is provided in the detailed workplan. The Stage 1 and 2 (if optional requirement is initiated) RA reports must include background, methods, procedures, rationales, assumptions, results, conclusions, recommendations and clearly state the combinations of contaminants, receptors and pathways that may constitute a risk. A Conceptual Site Model of the contaminant source, release mechanism, transport and fate mechanisms, exposure media, exposure route and receptors must be included in the reports for the contaminants.
4. The Contractor must conduct a review of pertinent background documents, and confirm the information provided in the earlier reports (and as identified and used in the Contractor's proposal) is still representative, appropriate, and complete. Should additional information be required during the course of RA implementation, the Contractor must consult with the Project Authority (PA) and obtain approval prior to undertaking any additional work.  
The detailed workplan identifies data collection requirements and methodologies to be followed for the collection and analysis of data. Should data gaps be identified during Stage 1 they must be identified in the Stage 1 RA report with appropriate recommendations to address these data gaps (including but not limited to the scope, cost and schedule impacts). The details of the Stage 2 RA requirements will be provided as a recommendation in the Stage 1 RA report. The Contractor must confirm and update as necessary the limits of the RA and study area and identify any changes to cost, schedule and activities.
5. The RA and study area defined in the workplan currently includes private properties. The Contractor will confirm the ownership information of relevant private properties, undertake activities as required to obtain site access consents (if not already in place), and undertake work in accordance with the terms of the consents and agreements. Should additional/alternate private property access be required during the course of RA implementation, the Contractor will identify cost, timeline and the required activities to arrange for access to the appropriate alternate/supplemental locations. Under the guidance of the PA and TC, the Contractor will engage the relevant landowners and/or tenants and obtain the necessary access.
6. If warranted, based on findings of the final risk assessment results, the RA will determine whether risk management and/or remedial measures are required to manage risks. Should these measures be required the recommendation will identify appropriate remedial and/or risk management measures to address the risks and will include costs and schedule estimates for the implementations. The Contractor will prioritize the sites based on their associated risks. If it is determined that the contaminants do not present an unacceptable risk the Contractor must recommend, with an appropriate rationale, that no further action is required.

### **3.1.2 Stakeholder and Agency Engagement**

In keeping with the spirit of O.Reg 153/04 (as amended), where a Wider Area of Abatement is assumed to apply, a stakeholder and agency engagement process is outlined in the detailed workplan.

The Contractor will lead, implement and coordinate all stakeholder and agency communication efforts activities outlined in the detailed workplan, including facilitating, leading discussions, obtaining necessary equipment, suitable venues, and preparing all necessary materials for communication (including handouts, meeting minutes/records, letters, presentation decks, website etc.).

All materials for distribution to external parties (e.g. technical committee, and/or stakeholders) will be provided to the PA in draft versions for comments at least three weeks in advance of the date of dissemination to allow for PA and TC review and timely revisions by the Contractor. The Contractor will revise the materials as required prior to finalizing for distribution. The Contractor will communicate and coordinate engagement efforts with TC and the PA. The Contractor will update the existing communication plan as necessary.

The Contractor will present and discuss RA findings with the reviewers and stakeholders as appropriate. The expectations regarding the timing and the level of public, stakeholder and key government stakeholder engagement are provided in the detailed Workplan and Section 6 of this Statement of Work.

The technical advisory committee (MOECC and federal expert support departments) will be provided with the opportunity to review the draft Stage 1 and Stage 2 RA (if the optional requirement is initiated) reports. Other regulatory/public agencies/bodies may be consulted, as appropriate. The Contractor will prepare a disposition table which summarizes response(s) to each comment and/or question from the reviewers. The disposition table must include details on how the each comment will or will not be addressed in the subsequent revision to the report, and the appropriate scientific rationale for the Contractor's approach. The disposition table and revised report will be reviewed by the PA and TC prior to finalizing the RA report(s). The Contractor will review the comments and questions provided by these reviewers and will revise the draft reports.

### **A4. Contractor Staff, Cost, and Quality Control**

As per O.Reg 153/04, as amended, the individual supervising the RA must meet the qualifications required by the regulation as a Qualified Person for Risk Assessment (QPRA) on the Ontario MOE registry. The individual responsible for the environmental site assessment work must hold QPESA, (Qualified Person Environmental Site Assessment) status with the MOECC.

The objective of the project will be achieved by completing the tasks required in the scope of work within the approved cost estimate and the time frame. Throughout the project duration, a project control system will be utilized to control cost, schedule and performance (quality).

The data quality requirements, quality assurance/quality control measures are identified in the detailed workplan.

### **A5. Health and Safety**

The Contractor must establish a Health and Safety plan for the project. The Health and Safety plan must be approved by the PA prior to undertaking field work. This plan will outline potential hazard incidents, the Codes/Statutes to be met, rules of behavior, protective equipment and clothing to be provided, security features to be established, responsible individuals, and all related matters. A formal document shall be established and maintained at each work site. The Contractor must be responsible for the safety of all their Contractors (sub-contractors) onsite.

## A6. Scheduling and Reporting

The Contractor must submit and derive their schedule showing the completion of milestones on or before the proposed target dates. **Time is of the essence, any advancement of schedule is encouraged.**

This schedule must include target dates for all field investigations, Draft and Revised Draft and Final Report submissions. All PA/TC review and commentary periods must be maintained. The Contractor must maintain the project schedule.

**Within five working days of completion of the field work** the Contractor is to provide a status update confirming if the approved sampling plan was completed in full and identify any challenges and/or (if any) changes to the sampling plan occurred. This must be submitted electronically.

**Within one week of receiving the laboratory analytical results**, the Contractor will provide a tabulated electronic copy of the results to the PA and identify any requirement for analysis of additional samples and confirm the analytical data received were sufficient to satisfy the requirements. Prior to submission of any additional samples for analysis, the PA must be notified and approval obtained; as necessary an estimate for additional costs must be submitted and approved and reflected in the contract through a formal amendment prior to any additional work being conducted.

The Contractor will prepare a field investigation letter report summarizing the preliminary findings based on field observations and analytical results.

The Contractor must provide a weekly status report to the PA advising of the project status and any factors which may influence the planned schedule/budget/deliverables. The status report may be in the form of an email message, either briefly confirming that activities are being completed in accordance with the planned schedule and budget, or detailed explanations regarding any impacts to the schedule and budget.

### 6.1 Preparation, Review and Revision of Report

The Contractor will prepare and distribute a letter report for each private property owner based on the data collected from their property, as per the condition of the access consent/agreement. The landownership information is provided in the detailed workplan.

The Stage 1 and Stage 2 RA (if the option requirement is initiated) reports, along with letter reports will be reviewed by the PA and TC, prior to external distribution. The Contractor will revise the report as appropriate based on the comments received by the PA, TC and technical committee. The Contractor should expect, at a minimum, one revision and review by the PA and TC for each report prior to their distribution to the technical committee and others, as appropriate.

The Contractor must develop a project schedule, adhering to the milestone completion dates below, and submit to the PA for approval within the first week of contract award.

<b>Stage 1</b>	
Stage 1 Kick-off	Mid-September 2015
Background Review, Identify Screening Criteria, Toxicity Reference Values and Transfer Factors	September/October 2015
<b>Stage 1 Site Investigations</b>	
Species and Ecological Resources Survey (Preliminary)*	October 2015
Sediment Toxicity and Benthic Community Structure Evaluation*	October 2015
Surface Water Toxicity Testing*	October 2015

Tissue Residue Analysis*	October 2015
Soil and Groundwater Quality Investigation*	October/November 2015
Internal Review of Stage 1 field investigation results (letter reports)	December 2015
<b>*multiple site visits may be required; best efforts must be made to collect all sample/survey results to support full delivery of Stage 1 RA within the timeline noted below</b>	
Stage 1 Interim Detailed Quantitative Risk Assessment	
Draft Report Submission	February/March 2016
Internal Review of Stage 1 Interim RA Report	April 2016
Revised Report Submission	April 2016
Technical Committee Report Review (MOE, expert support)	May/June 2016
Supporting Agency Notification	June 2016
Technical Committee Discussion	June/July 2016
Final Stage 1 Report	July 2016
Public Stakeholder and General Public Notifications	July/August 2016
Potential Stage 2 workplan refinement	August 2016
Stage 2 RA	
Initiation	September 2016
Identify and Arrange Site Access for Stage 2	September 2016
Stage 2 RA Supplemental Investigations (if required)	TBD
Species and Ecological Resources Survey**	
Refined Sediment Assessment**	
Refined Surface Water Assessment**	
Additional Tissue Analysis**	
Offsite Delineation Soil and Groundwater Quality Investigation **	
Internal Review of Stage 2 investigation results (letter reports)	
<b>**multiple trips at varying seasons may be required</b>	
Stage 2 Final Detailed Quantitative Risk Assessment (if required)	TBD
Draft Reporting Stage 2	
Internal Review of Stage 2 RA Report	
Revised Reporting	
Technical Committee Report Review (MOE, expert support)	
Technical Committee Discussion	
Supporting Agency Notification	
Final Stage 2 Reporting	
Public Stakeholder and General Public Notifications	
Technical Committee Discussion	

The Contractor must contact the PA if there are concerns about addressing any of the draft report review comments. In the event of unexpected events or technical modifications, adjustments to the schedule



may be necessary once the project is underway. These adjustments must be submitted in writing to the PA along with a copy of the revised schedule for approval.

The Contractor must provide 2 hard copies and 2 electronic copies (on USB drives) of the first draft report (one MS Word version and one pdf.) for review by the PA and TC. Within 2 weeks after receiving the comments the Contractor will submit the revised reports back to the PA. The Contractor must provide 2 hard and electronic copies (on USB drives) of the final report(s).

All site layout plans, figures and drawings included in the report must be provided in electronic data forms. All sources of data and references used (reference text and databases) will be documented and included in the hard and electronic copy reports. A copy of the final completed spreadsheets used to conduct the calculations, complete with all input data, equations and assumptions intact and functional must be included in the hard and electronic copies.

Reports produced as outlined in the Statement of Work are requested to be printed on standard sized (8.5 x 11) recycled paper and will be single-spaced, except where appropriate (figures and tables). It is suggested that both sides of the page be used for printing and tabbed dividers with the appropriate section names on the tabs to separate the sections within the report. The Contractor's name is to appear only on the document cover and in the letter of transmittal.

#### **A7. Special Requirements**

Any media inquiries are to be referred to the PA. All spills must be reported immediately to the PA and the Ontario Spills Action Centre (1-800-268-6060). The Contractor must use the metric system for measurements, calculations, drawings, specifications, etc. The information, data, material, etc. gathered as part of this study must be treated as confidential and must only be discussed with the PA unless otherwise directed.

Access to the site must be coordinated with the PA, TC and others (e.g. private property owners), as appropriate. TC intends to arrange access to properties identified in Stage 1 in advance of contract award. Should additional/alternate private property access be required during the course of RA implementation, the Contractor will identify cost, timeline and the required activities to arrange for access to the appropriate alternate/supplemental locations. Under the guidance of the PA and TC the Contractor will engage the relevant landowners and/or tenants and obtain the necessary access.

The Contractor must adhere to all requirements of access consents and agreements negotiated with the private property owners.

Once access is granted the Contractor is responsible for communicating with the private property owner. Advance notice must be provided to the PA and landowners (as per the consent/agreement terms) for each visit. Activities on private property must adhere to the negotiated terms of the access consents and agreements.

The Contractor must be responsible for removing any waste, cuttings and purge water created as part of the investigations to support the RA and must communicate the removal with the PA and the site owner. Further detail on the waste disposal is provided in the detailed Workplan.

Other administrative requirements are identified in the detailed Workplan, for instance, waste disposal, species at risk handling or collection, small mammal trapping and fish tissue collection. In support of the RA implementation the Contractor is responsible for obtaining all regulatory and administrative requirements and approvals in a timely fashion to undertake all associated work for the RA implementation.

All work must be conducted in English including written reports.

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The Contractor will be required to attend a minimum of four (4) meetings for the RA implementation. It is assumed that all meetings will take place in Toronto (25 St. Clair Ave. Toronto); the location of the meetings is subject to change, however, it is expected they will be held within the Greater Toronto Area.

- One meeting during project start-up
- One meeting during review period for the Stage 1 Report
- One meeting during technical advisory committee review period for Stage 2 Report (if required)
- One meeting at the conclusion of Stage 2 final reporting (if required)

The meetings may include participation from the MOECC, TC, PWGSC, Expert Support Departments (HC, EC and DFO), the City of Hamilton and others as required.

#### **A8. References and Guidance**

Please refer to the detailed workplan for a list of references and technical guidance which govern the RA implementation.



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Buyer ID - Id de l'acheteur  
tor003  
CCC No./N° CCC - FMS No./N° VME

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### **Appendix 1 to Annex A**

Please see attached

## ANNEX "B"

### BASIS OF PAYMENT

The Bidder must provide an estimated cost for Stage 1 RA (Firm Requirement) and Stage 2 RA (optional requirement) inclusive of all site investigations and laboratory analysis.

The Bidder must provide firm, all inclusive prices in Canadian funds including:

- a) all re/production and delivery costs of reports, drawings, CADD files, specifications, communication material, documentation, and others as required;
- b) standard office expenses;
- c) courier and delivery charges for deliverables specified in the Statement of Work
- d) transportation costs for materials and samples
- e) plotting;
- f) all travel and living expenses; and
- g) permit, registration, and other fees

#### B1 Stage 1 (Firm Requirement) – one year period from date of contract award

##### B1.1 Proposed Resources

The Bidder must provide firm, all inclusive hourly rates for each resource proposed and an estimated level of effort to complete the work as per Annex A, Statement of Work.

A	B	C	D	E
Resource Category	Name of Resource	Estimated Number of Hours	Firm all inclusive Hourly Rate	Extended Total CxD
			\$	\$
			\$	\$
			\$	\$
			\$	\$
Total Estimate price for Labour				\$

##### B1.2 Drilling Charges

The Bidder must provide firm all inclusive prices for Drilling Borehole/ Installation of Well including expenses associated with crew, drilling boreholes/wells (such as elevation survey of wells, utility locates), waste disposal, mobilization, demobilization and equipment rental.

A	B	C	D
Description	Estimated quantity	Firm all inclusive price	Extended Price BxC
Drilling Borehole/ Installation of Well	24	\$	\$
Total Estimated price for drilling			

### B1.3 Sample Analysis

The Bidder must provide firm all inclusive unit prices for sample analysis including expenses associated with sample handling, collection, administrative fees, post-analysis processing fee and disposal.

**Table 1**

A	B	C	D
Description	Estimated Quantity	Firm all inclusive unit price	Extended Price BxC
<b>Sediment and Surface Water Sampling Programs - Toxicity and Benthic Community</b>			
<b>Disbursement - Laboratory Analysis - Sediment Chemistry/Benthos and Toxicity</b>			
Metals (including Na and P)	50	\$ /sample	\$
OCP	50	\$ /sample	\$
Glycols	50	\$ /sample	\$
Ammonia	50	\$ /sample	\$
Nitrate + Nitrite	50	\$ /sample	\$
TKN	50	\$ /sample	\$
Organic Carbon	50	\$ /sample	\$
Grain Size Analysis (sieve+hydro)	45	\$ /sample	\$
pH	50	\$ /sample	\$
PFC	53	\$ /sample	\$
Toxicity - Ha	12	\$ /sample	\$
Toxicity - Cd	12	\$ /sample	\$
Benthic Macroinvertebrate Identification	36	\$ /sample	\$
<b>Disbursements - Laboratory Analysis - Surface Water Chemistry/Toxicity</b>			
Metals (incl Na and P)	14	\$ /sample	\$
Glycols	14	\$ /sample	\$
Ammonia	14	\$ /sample	\$
Nitrate + Nitrite	14	\$ /sample	\$
pH	14	\$ /sample	\$
PFC analysis	18	\$ /sample	\$
Toxicity - Lemna Minor	12	\$ /sample	\$
Toxicity - P. subcapitals	12	\$ /sample	\$
Toxicity - Ceriodaphnia dubia	12	\$ /sample	\$
Toxicity - Fathead Minnow	12	\$ /sample	\$
<b>Tissue Residue Analysis</b>			
<b>Disbursements - Laboratory Analysis - Aquatic Tissue</b>			
PFC analysis	66	\$ /sample	\$
Lipid determination (Fish/Invert Tissue)	44	\$ /sample	\$
Moisture (Tissue)	66	\$ /sample	\$
Homogenization (Fish Tissue/invert)	44	\$ /sample	\$
Homogenization (Plant Tissue)	22	\$ /sample	\$
<b>Disbursements - Laboratory Analysis - Terrestrial Tissue</b>			
PFC analysis	66	\$ /sample	\$
Lipid determination (mammal/Invert Tissue)	44	\$ /sample	\$

Moisture (Tissue)	66	\$	/sample	\$
Homogenization (Mammal Tissue/invert)	44	\$	/sample	\$
Homogenization (Plant Tissue)	22	\$	/sample	\$
<b>Property Boundary Soil and Groundwater Investigation</b>				
<b>Disbursement - Soil and Groundwater Sampling and Analysis</b>				
PFC analysis (24 samples+2 dup+1 rinsate blank from interface probe+2 decon water)	58	\$	/sample	\$
TCLP Extraction	1	\$	/sample	\$
TCLP ZHE	1	\$	/sample	\$
TCLP Inorganics	1	\$	/sample	\$
TCLP VOC	1	\$	/sample	\$
TCLP BaP	1	\$	/sample	\$
initial and final pH	1	\$	/sample	\$
ignitability	1	\$	/sample	\$
PFC analysis (24 samples+2 dup)	26	\$	/sample	\$
<b>Total</b>				

Contingency Program Stage 1 (Please refer to the workplan for further detail; some samples will be set aside to be analyzed later, pending sediment chemistry results)

Table 2

A	B	C	D
Description	Estimated Quantity	Firm all inclusive unit price	Extended Price BxC
Sediment and Surface Water Sampling Programs - Toxicity and Benthic Community			
Disbursements - Laboratory Analysis - Sediment Chemistry/Benthos and Toxicity			
Metals (incl Na and P)	20	\$ /sample	\$
OCP	20	\$ /sample	\$
Glycols	20	\$ /sample	\$
Ammonia	20	\$ /sample	\$
Nitrate + Nitrite	20	\$ /sample	\$
TKN	20	\$ /sample	\$
Organic Carbon	20	\$ /sample	\$
Grain Size Analysis (sieve+hydro)	18	\$ /sample	\$
pH	20	\$ /sample	\$
PFC	20	\$ /sample	\$
Toxicity - Ha	9	\$ /sample	\$
Toxicity - Cd	9	\$ /sample	\$
Benthic Macroinvertebrate Identification	24	\$ /sample	\$
Disbursements - Laboratory Analysis - Surface Water Chemistry/Toxicity			
Metals (including Na and P)	11	\$ /sample	\$
Glycols	11	\$ /sample	\$
Ammonia	11	\$ /sample	\$
Nitrate + Nitrite	11	\$ /sample	\$
pH	11	\$ /sample	\$
PFC analysis	11	\$ /sample	\$

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Toxicity - Lemna Minor	9	\$	/sample	\$
Toxicity - P. subcapitalis	9	\$	/sample	\$
Toxicity - Ceriodaphnia dubia	9	\$	/sample	\$
Toxicity - Fathead Minnow	9	\$	/sample	\$
<b>Total</b>				<b>\$</b>

<b>Total Sample Analysis (table 1 and 2)</b>	<b>\$</b>
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## **B2 Stage 2 (Optional Requirement) – contract period from end of Firm requirement to March 31, 2018**

The following tables outline estimated quantities and activities for Stage 2 optional requirement. Should the option be initiated the prices submitted by the Bidder in their bid will be firm for this portion of the contract. Stage 2 may be subject to modification based upon the results obtained in Stage 1 (Firm Requirement); however, pricing must be in accordance with the pricing submitted at time of bid closing.

### **B2.1 Proposed Resources**

The Bidder must provide firm, all inclusive hourly rates for each resource proposed and an estimated level of effort to complete the work as per Annex A, Statement of Work.

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Resource Category</b>	<b>Name of Resource</b>	<b>Estimated Number of Hours</b>	<b>Firm all inclusive Hourly Rate</b>	<b>Extended Total CxD</b>
			\$	\$
			\$	\$
			\$	\$
			\$	\$
<b>Total Estimate price for Labour</b>				<b>\$</b>

### **B2.2 Drilling Charges**

The Bidder must provide firm all inclusive prices for Drilling Borehole/ Installation of Well including expenses associated with crew, drilling boreholes/wells (such as elevation survey of wells, utility locates), waste disposal, mobilization, demobilization and equipment rental.

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>Description</b>	<b>Estimated quantity</b>	<b>Firm all inclusive price</b>	<b>Extended Price BxC</b>
Drilling Borehole/ Installation of Well	24	\$	\$
<b>Total Estimate price for Drilling</b>			

### **B2.3 Sample Analysis**

The Bidder must provide firm all inclusive unit prices for sample analysis including expenses associated with sample handling, collection, administrative fees, post-analysis processing fee and disposal.

**Table 1**

A	B	C	D
Description	Estimated Quantity	Firm all inclusive unit price	Extended Price BxC
<b>Refined Sediment and Surface Water Sampling Programs - Toxicity and Benthic Community</b>			
<b>Disbursements - Laboratory Analysis - Sediment Chemistry/Benthos and Toxicity</b>			
Metals	33	\$ /sample	\$
Glycols	33	\$ /sample	\$
Ammonia	33	\$ /sample	\$
Nitrate + Nitrite	33	\$ /sample	\$
TKN	33	\$ /sample	\$
Organic Carbon	33	\$ /sample	\$
Grain Size Analysis (sieve)	30	\$ /sample	\$
pH	33	\$ /sample	\$
PFC analysis	33	\$ /sample	\$
Toxicity - Ha	10	\$ /sample	\$
Toxicity - Cd	10	\$ /sample	\$
Toxicity Test sample disposal	10	\$ /sample	\$
Toxicity test sample disbursement	10	\$ /sample	\$
Benthic Macroinvertebrate Identification	10	\$ /sample	\$
<b>Disbursements - Laboratory Analysis - Surface Water Chemistry/Toxicity</b>			
Metals	12	\$ /sample	\$
Glycols	12	\$ /sample	\$
Ammonia	12	\$ /sample	\$
Nitrate + Nitrite	12	\$ /sample	\$
pH	12	\$ /sample	\$
PFC analysis	12	\$ /sample	\$
Sample Disposal (analysed samples)	14	\$ /sample	\$
Toxicity - Alga	12	\$ /sample	\$
Toxicity - Lemna Minor	12	\$ /sample	\$
Toxicity - Ceriodaphnia dubia	12	\$ /sample	\$
Toxicity - Fathead Minnow	12	\$ /sample	\$
<b>Tissue Residue Analysis</b>			
<b>Disbursements - Laboratory Analysis - Aquatic Tissue</b>			
PFC analysis (30 samples+3 dup)	33	\$ /sample	\$
Sample Disposal (analysed samples)	33	\$ /sample	\$
Lipid determination (Fish/Invert Tissue)	22	\$ /sample	\$
Moisture (Tissue)	33	\$ /sample	\$
Homogenization (Fish Tissue/invert)	22	\$ /sample	\$
Homogenization (Plant Tissue)	11	\$ /sample	\$
Sample Disposal (Tissue)	33	\$ /sample	\$
<b>Disbursements - Laboratory Analysis - Terrestrial Tissue</b>			
PFC analysis (30 samples+3 dup)	33	\$ /sample	\$
Sample Disposal (analysed samples)	33	\$ /sample	\$
Lipid determination (mammal/Invert	22	\$ /sample	\$

Tissue)			
Moisture (Tissue)	33	\$ /sample	\$
Homogenization (Mammal Tissue/invert)	22	\$ /sample	\$
Homogenization (Plant Tissue)	11	\$ /sample	\$
<b>Offsite Soil and Groundwater Investigation</b>			
<b>Soil and Groundwater Sampling</b>			
PFC analysis (15 samples+2 dup+1 rinsate blank from interface probe+2 decon water)	20	\$ /sample	\$
TCLP Extraction	1	\$ /sample	\$
TCLP ZHE	1	\$ /sample	\$
TCLP Inorganics	1	\$ /sample	\$
TCLP VOC	1	\$ /sample	\$
TCLP BaP	1	\$ /sample	\$
initial and final pH	1	\$ /sample	\$
ignitability	1	\$ /sample	\$
Disposal	1	\$ /sample	\$
PFC analysis (30 samples+3 dup)	33	\$ /sample	\$
<b>Total Sample Analysis</b>			<b>\$</b>

**B3 Total Evaluated Price**

Description	Total Estimated Prices
<b>B1: Stage 1 (Firm Requirement) – one year period from date of contract award</b>	
B1.1 Proposed Resources	\$
B1.2 Drilling	\$
B1.3: Sample Analysis (table 1 and 2)	\$
<b>B2: Stage 2 (Optional Requirement) – contract period from end of Firm requirement to March 31, 2018</b>	
B2.1 Proposed Resources	\$
B2.2 Drilling	\$
B2.3 Sample Analysis (table 1)	\$
<b>Total Evaluated Price (sum of Total Estimated Prices)</b>	<b>\$</b>

Note: this table for evaluation purposes only and will be removed at the time of contract award.

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tor003  
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**ANNEX "C"**

**INSURANCE REQUIREMENTS**



**ANNEX "D"****TECHNICAL EVALUATION CRITERIA****D1 Mandatory Technical Criteria**

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Bidders must demonstrate that they meet every mandatory technical criterion by providing a concise and detailed response to each of the mandatory technical criteria. The technical bid should address each of the criteria in the order in which they appear.

Item #	Mandatory Requirement
<b>M1</b>	<p>The detailed workplan included at Appendix 1 of Annex A informs the Bidder of the expected level of complexity and detail required. It establishes the framework for the Risk Assessment (RA) undertaking, outlines a tiered approach regarding the site investigation and the risk assessment, and describes the individual tasks to be completed.</p> <p>The Bidder must submit a project management plan clearly identifying all tasks, work practices and methodologies required to complete the Firm Requirement and optional requirement as per O.Reg 153/04, as amended. This includes the necessary steps and timelines to obtain the required permit and authorization to undertake work.</p> <p>The Bidder must identify the project team and the organizational structure to effectively manage and deliver the project requirements. The Bidder must submit the name and responsibilities of each member of their proposed team including sub-contractors involved in the project. The Bidder must designate one individual who will be responsible for overseeing the project and who will liaise with the Project Authority throughout the project.</p> <p>The project management plan must also include a detailed communication plan that aligns with the Bidder's proposed strategy and delivers the requirements, described in the detailed workplan at Appendix 1 of Annex A.</p>
<b>M2</b>	<p>The Bidder must demonstrate that they are an Environmental Consulting Firm 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>To demonstrate this, the Bidder must submit with their bid, a copy of the valid 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.</p>
<b>M3</b>	<p>The Bidder must submit with their bid, the name of the laboratory, proof of the accreditation and the scope of accreditation by the applicable recognized authority in the province/country in accordance with the O.Reg 153/04, as amended.</p> <p>Samples must be analyzed by a laboratory with the following:</p> <ul style="list-style-type: none"> <li>- appropriate accreditations by an internationally recognized accreditation body (e.g., Standards Council of Canada (SCC), or Canadian Association for Laboratory Accreditation (CALA)) in accordance with the International Standard ISO/IEC17025:2005 – General Requirements for the Competence of Testing and Calibration Laboratories; and</li> <li>- appropriate accreditation in accordance with the standards, if standards for proficiency testing</li> </ul>

	have been developed by the Standards Council of Canada, the Canadian Association for Laboratory Accreditation or another accreditation body accepted by the Director for a parameter set out in the Soil, Ground Water and Sediment Standards.
<b>M4</b>	<p>The Bidder must provide a brief description of one (1) project example for site-specific Risk Assessments of Perfluorinated Compounds (PFCs) that they completed in the last seven (7) years from the date of bid closing.</p> <p>The project submitted to meet this mandatory requirement will be further evaluated in R1 of the point rated technical criteria.</p>
<b>M5</b>	<p>The Bidder must identify the individuals that they are proposing in their bid for the key positions listed below by completing the form in Appendix 1 to Annex "D" (or a similar format including all required information). The Bidder must provide details for each individual proposed and for each column heading.</p> <p>The Bidder must propose one individual for each of the below key positions:</p> <ul style="list-style-type: none"> <li>• Project Director</li> <li>• Project Manager</li> <li>• Senior Consultant – Environmental Site Assessment (ESA)</li> <li>• Senior Consultant – Risk Assessment / Toxicological (RA)</li> </ul> <p>a. An individual must not be listed in more than one key position.</p> <p>b. One (1) of the individuals proposed for the Project Director, Project Manager or Senior Consultant – Environmental Site Assessment positions must be qualified as a Qualified Person, Environmental Site Assessment (QP ESA) under the Ontario Regulation 153/04 as amended from time to time.</p> <p>The Bidder must submit, with their bid, evidence that the QP ESA meets the qualifications under the Ontario Regulation 153/04, as amended by submitting a copy of his/her valid professional license (i.e. P.Eng and/or P.Geo)</p> <p>c. One (1) of the individuals proposed for either the Project Director, Project Manager or Senior Consultant – Risk Assessment / Toxicological positions must be qualified as a Qualified Person, Risk Assessment (QP RA) under the Ontario Regulation 153/04, as amended from time to time.</p> <p>The Bidder must submit, with their bid, evidence the QP-RA meets the qualifications under the Ontario Regulation 153/04, as amended, by submitting Section 9 and 10 of a submitted Risk Assessment Pre-submission Form that has been accepted by the MOECC which identifies the individual proposed as the QP-RA in the current bid.</p>

## D2 Point Rated Technical Criteria

The criteria contained herein will be used to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address each of the criteria in the order in which they appear and in sufficient depth in their proposals to enable a thorough evaluation. Evaluations will be based solely on the information contained within the proposal. Bidders may be contacted to confirm information or seek clarification.

Item #	Point Rated Technical Criteria	Min/Max Points
<b>R1</b>	<b>Project Plan and Understanding of the Work</b> Further to M1, the Bidder will be evaluated based on their understanding of the requirement and their submitted project plan.	
<b>R1.1</b>	<p>The Bidder should propose a manageable approach to the work that demonstrates a clear understanding of the functional and technical requirements detailed in Annex A, Statement of Work</p> <p>The approach should reflect an understanding of the sensitivities associated with contamination on or near private land owners and emerging contaminants. The Bidder should include the following:</p> <ol style="list-style-type: none"> <li><b>1. Project Plan:</b> Description of general approach of each work element; detailed breakdown of major tasks, implementation strategies and sequences of main activities, resources required, progress updates and deliverables.</li> <li><b>2. Project Schedule:</b> Include proposed major milestones corresponding to each major task and deliverable.</li> <li><b>3. Understanding of Client User's Philosophies, Values and Goals:</b> Illustrate the Bidder's understanding of the broader goals of the project as they related to working in a government context, addressing sustainable development, the complexities associated with a project of this scope, the multiple jurisdiction and new science nature of the project and public involvement.</li> <li><b>4. Regulatory Requirements &amp; Implications:</b> Description of the Bidder's understanding of the various regulatory requirements applicable to the work including Health and Safety.</li> <li><b>5. Quality Management and Quality Assurance:</b> Describe quality management issues related to all major tasks in the scenario and provide quality assurance procedures to mitigate these issues.</li> </ol> <p>Bids will be evaluated based on the strengths and weaknesses of the Bidder's response to the evaluation criteria as follows for a maximum total of 250 points:</p> <ol style="list-style-type: none"> <li>1) The Bidder demonstrates understanding of all of the technical aspects of the work as detailed in Annex A (maximum of 100 points): <ol style="list-style-type: none"> <li>i. Demonstrates expert understanding of the requirements – 100 points</li> <li>ii. Demonstrates a very good understanding of the requirements – 80 points</li> <li>iii. Demonstrates an acceptable understanding of the requirements – 70 points</li> <li>iv. Demonstrates some understanding of the requirements but lacks adequate understanding in some areas of the requirements – 40 points</li> <li>v. Demonstrates a weak understanding of the requirements – 20 points</li> </ol> </li> <li>2) The Bidder demonstrates understanding of all of the logistical, administrative and regulatory aspects of the work (maximum of 50 points): <ol style="list-style-type: none"> <li>i. Demonstrates Excellent understanding – 50</li> <li>ii. Demonstrates a very good understanding – 40 points</li> <li>iii. Demonstrates an acceptable understanding – 35 points</li> <li>iv. Demonstrates a weak understanding – 20 points</li> </ol> </li> <li>3) The Bidder demonstrates understanding of the broader goals and objectives as they relate to working in a government context, addressing sustainable development, maintaining a positive relationship with the community and other</li> </ol>	125/250

	<p>priorities (maximum of 50 points):</p> <ul style="list-style-type: none"> <li>i. Demonstrates Excellent understanding – 50</li> <li>ii. Demonstrates a very good understanding – 40 points</li> <li>iii. Demonstrates an acceptable understanding – 35 points</li> <li>iv. Demonstrates a weak understanding – 20 points</li> </ul> <p>4) The Bidder demonstrates evidence of Quality Management/Assurance procedures maximum of 50 points):</p> <ul style="list-style-type: none"> <li>i. Demonstrates Excellent understanding – 50</li> <li>ii. Demonstrates very good evidence – 40 points</li> <li>iii. Demonstrate acceptable evidence – 35 points</li> </ul> <p>Demonstrates weak evidence – 20 points</p>	
<b>R1.2</b>	<p>The Bidder should describe how the work detailed in Annex A, 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.</p> <p>The Bidder's communications plan 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:</p> <ul style="list-style-type: none"> <li><b>1. Organizational Chart of the Bidder's Team:</b> Should clearly illustrate the organizational structure of the Bidder's team, including field work teams. Presentation should clearly identify position titles with specific names describing roles and responsibilities and identify back-up resources.</li> <li><b>2. Risk Management:</b> Should identify risk management issues, the associated challenges and constraints, and the proposed plan and solutions to mitigate each of the identified issues.</li> <li><b>3. Project Reporting:</b> 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.</li> <li><b>4. Communication Strategy:</b> Provide an outline for a communication strategy for internal and external stakeholders. Strategy should illustrate Bidder's understanding of logistical complexities of this project and the unique interactions with the public and other stakeholders. The Contractor should demonstrate in the proposal, their capacity and experience in effectively engaging regulatory and public stakeholders under the MOECC RA framework.</li> </ul> <p>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:</p> <ul style="list-style-type: none"> <li>1) The Bidder demonstrates an organizational structure and management approach that is logical in order to maximize work efficiency and enable successful completion of the work; up to 50 points: <ul style="list-style-type: none"> <li>i. Organizational structure and proposed management approach is logical with no apparent weakness – 50 points</li> <li>ii. Organizational structure and proposed management approach is logical with no significant weakness – 45 points</li> <li>iii. Organizational structure and proposed management approach is acceptable. Weaknesses can be corrected or managed – 35 points</li> <li>iv. Organizational structure and proposed management approach is not</li> </ul> </li> </ul>	75/150

	<p>acceptable. Some significant weaknesses are apparent. The weaknesses may not be corrected or managed – 20 points</p> <p>2) The Bidder demonstrates an understanding of the types of problems (risks) that might arise during the work and proposed solutions (mitigation); up to 50 points:</p> <ul style="list-style-type: none"> <li>i. Demonstrates an thorough, expert understanding of risks and mitigation – 50 points</li> <li>ii. Demonstrates a very good understanding of risks and mitigation without significant weaknesses – 45</li> <li>iii. Demonstrates an acceptable understanding of risks and mitigation – 35 points</li> <li>iv. Demonstrates a weak understanding of risks and mitigation – 20 points</li> </ul> <p>3) The Bidder demonstrates 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 the work ; up to 50 points:</p> <ul style="list-style-type: none"> <li>i. Strategies and relationships proposed are strong and have no apparent weaknesses – 50 points</li> <li>ii. Strategies and relationships proposed are very good and have no significant weakness – 45</li> <li>iii. Strategies and relationships proposed are acceptable – 35 points</li> <li>iv. Strategies and relationships proposed are weak – 20 points</li> </ul>	
<b>R2</b>	<p><b>Bidder Experience on Similar Projects</b></p> <p>In addition to the project example submitted under M4, the Bidder is requested to provide a brief description of one (1) additional project example to demonstrate their experience in Environmental Investigation projects focusing on risk assessments of PFCs or site investigations of PFCs that they completed in the last seven (7) years from the date of bid closing.</p> <p>In the event of projects submitted by a Joint Venture (JV), one of the JV parties must be the primary Contractor for all project examples submitted.</p> <p>For the purposes of this evaluation, identifying positions on standing offers or supply arrangements in and of itself <u>will not</u> be considered as an example of a project, nor will simply providing a list of projects satisfy the requirement to demonstrate meeting this criterion.</p> <p>The descriptions for each project should consist of the following:</p> <ol style="list-style-type: none"> <li>1. <b>Project Name and Location</b></li> <li>2. <b>Client:</b> Name of entity that commissioned the work.</li> <li>3. <b>Value:</b> Total value of the commissioned work/contract.</li> <li>4. <b>Project Similarity:</b> Describe the project and its similarity to the scope and tasks of Annex A, Statement of Work including elements such as: following the Ontario Reg. 153/04 guidance, or FCSAP guidance, emerging contaminants, work plan design, soil sampling, sediment sampling, development of site-specific toxicological reference values (TRVs), risk characterization, evaluating toxicological data, development of conceptual site models, weight-of-evidence approach, ecological surveys, working on privately owned and occupied residential setting, public communications, health and safety, etc.</li> <li>5. <b>Project Management:</b> Demonstrate the applicable elements of project management utilized for project completion including (but not limited to):</li> </ol>	100/200

- integration and work planning
- scope – work breakdown structure
- scheduling, time management
- budget tracking
- progress reporting
- quality control and change control
- human resource management
- communications
- project risk
- procurement and environmental protection.

Each of the two (2) projects submitted will be awarded up to a maximum of 100 points for a total potential score of 200 points for this criterion. In the event that more than two (2) projects are submitted, only the first two (2) as they appear in the bid in order will be evaluated.

1. Project Name and Location: up to 20 points:
  - i. One of: Risk Assessment of PFCs in an **occupied residential** setting – 20 points
  - ii. One of: Site Investigation of PFCs in an **occupied residential** setting – 17 points
  - iii. One of: Risk Assessment or Site Investigation of PFCs in **unoccupied residential setting or non-residential** setting – 15 points
2. Client: up to 5 points:
  - i. Any Canadian Federal Government Department (OGD) or Canadian Federal Crown Corporation – 5 points
  - ii. Any Canadian Provincial Government Department or Provincial Crown Corporation – 4 points
  - iii. Other Federal or State Government Department outside of Canada – 4 points
  - iv. Other clients – 3.5 points.
3. Value: up to 10 points:
  - i. Equal to or greater than \$600,000 – 10 points
  - ii. Equal to or greater than \$300,000 but less than \$600,000 – 8 points
  - iii. Equal to or greater than \$150,000 but less than \$300,000 – 7 points
  - iv. Equal to or greater than \$75,000 but less than \$150,000 – 5 points
  - v. Less than \$75,000 – 3 points
4. Project Similarity – up to 40 points:
  - i. Sample project is directly related to the scope and tasks of Annex A, Statement of work – 40 points
  - ii. Sample project is very similar to the scope and tasks of Annex A, Statement of work – 35 points
  - iii. Sample project is generally related to the scope and tasks of Annex A, Statement of work – 28 points
  - iv. Sample project is generally not related to the scope and tasks of Annex A, Statement of work – 16 points
5. Project Management – up to 25 points:
  - i. Identification and clear demonstration of 9 elements – 25 points
  - ii. Identification and clear demonstration of 8 elements – 20 points

	<ul style="list-style-type: none"> <li>iii. Identification and clear demonstration of 7 elements – 18 points</li> <li>iv. Identification and clear demonstration of 6 elements – 15 points</li> <li>v. Identification and clear demonstration of 5 elements – 13 points</li> <li>vi. Identification and clear demonstration of 3 elements – 8 points</li> </ul>	
<b>R3</b>	<b>Qualifications of Key Personnel</b> Each of the four (4) key positions will receive a score out of a maximum 150 points. The final score for this criterion will be a weighted score out of 200 as per the calculations detailed in Table 1 below.	0/200
<b>R3.1</b>	<b>Experience, Education and Accreditations of Key Personnel</b>  Further to M5, the individuals proposed for the key positions will be evaluated based on the information provided in accordance with Appendix 1 of Annex D Key Personnel Table.  <b>1a) Education:</b> List highest level of certificates, diplomas and degrees in the fields relevant to the proposed role. <b>1b) Accreditation:</b> List relevant and valid professional accreditations recognized in the Province of Ontario. Points will be awarded based on whether the individual has a licence to practice in the relevant jurisdiction and has the relevant professional accreditation or not. Full points (100%) will be awarded to an individual with a recognized accreditation. 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, Chartered Chemist, Project Management Professional (PMP), Qualified Person – ESA, Qualified Person (RA), Certified Engineering Technologist, Applied Science Technologist, Certified Industrial Hygienist or Certified Occupational Hygienist.  <b>2) Years of Experience:</b> Refers to the number of years the individual proposed has performed in the key position identified in accordance with Appendix 1 of Annex A and does not include time at an education institution or time working in a different role.  The Bidder should include resumes for all individuals proposed for the key positions. Resumes should not exceed 2 pages and should include specific details of all information submitted in including: <ul style="list-style-type: none"> <li>a. Accreditation organization, date accreditation obtained and current status.</li> <li>b. All post-secondary education institutions, dates attended and credentials obtained.</li> <li>c. Work history with employer's names, dates employed, job title and responsibilities.</li> </ul> All key personnel listed in Table 1 will be evaluated out of a maximum mark of 50 points to be allocated as follows: <ul style="list-style-type: none"> <li>1. Education &amp; Accreditation: up to 20 points. <ul style="list-style-type: none"> <li>i. Graduate degree and accredited certifications – 20 points</li> <li>ii. Undergraduate degree and accredited certifications – 15 points</li> <li>iii. College diploma and accredited certifications – 10 points</li> <li>iv. Graduate degree and NO accredited certifications – 10 points</li> <li>v. Undergraduate degree and NO accredited certifications – 5 points</li> <li>vi. College diploma and NO accredited certifications – 5 points</li> </ul> </li> </ul>	0/50



	<p><b>2. Years of Experience: up to 30 points.</b></p> <p>a. Project Director:</p> <ol style="list-style-type: none"> <li>11 years or more – 30 points</li> <li>8 to 10 years – 26 points</li> <li>6 to 7 years – 21 points</li> <li>5 years – 15 points</li> </ol> <p>b. Project Manager/Senior Consultant–Environmental Site Assessment and Senior Consultant–Risk Assessment / Toxicological:</p> <ol style="list-style-type: none"> <li>16 years or more – 30 points</li> <li>13 to 15 years – 26 points</li> <li>10 to 12 years – 21 points</li> <li>8 to 9 years – 15 points</li> <li>5 to 7 years – 10 points</li> </ol>	
<b>R3.2</b>	<p><b>Achievements on Similar Projects</b></p> <p>For each of the individuals proposed for the key positions as per M5 the Bidder is requested to provide a brief description of two (2) completed projects demonstrating each individual's experience in similar Environmental Investigation projects.</p> <p>For the purposes of evaluation, similar projects include:</p> <p>Environmental Site Assessment, Environmental Site Assessment involving PFCs, Site Specific Risk Assessment, Site Specific Risk Assessment involving PFCs, Ecological Resource Surveys in the context of ecological risk assessment.</p> <p>For the individuals proposed for <b>Project Director, Project Manager and Senior Consultant – Environmental Site Assessment the Bidder is requested to submit:</b></p> <ol style="list-style-type: none"> <li>One similar project with a focus on risk assessments of PFCs or site investigations of PFCs and</li> <li>One similar project with or without a focus on PFCs</li> </ol> <p>. The Bidder should clearly indicate how PFCs were a significant component of the project.</p> <p>For the individual proposed for <b>Senior Consultant – Risk Assessment / Toxicological</b></p> <ol style="list-style-type: none"> <li>One Risk Assessment project with a focus on PFCs and</li> <li>One Risk Assessment project with or without a focus on PFCs.</li> </ol> <p>Each project will be awarded a maximum of 50 points for a total potential score of 100 points for this section per individual proposed. 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. In the event that more than two (2) projects are submitted, only the first two relevant projects will be evaluated as they appear in the bid.</p> <p>Bidders should complete Tables 2 to 5 for each of the four (4) individuals proposed for the following roles:</p> <ol style="list-style-type: none"> <li>Project Director (Table 2)</li> </ol>	0/100



2. Project Manager (Table 3)
3. Senior Consultant – Environmental Site Assessment (Table 4)
4. Senior Consultant – Risk Assessment / Toxicological (Table 5)

The Bidder may modify the format of Tables 2 to 5; however, the Bidder must ensure all required information and headings are submitted in order to be awarded points. The Bidder is requested to limit each submission for this section to a maximum of two (2) pages (one page per project).

Descriptions should include the following for each of the two (2) projects submitted per Individual:

1. **Project Name and Location**
2. **Project Role:** List the role/title of the individual during the project.
3. **Project Description:** Describe two (2) similar projects for each specific Key Personnel listed above. The two(2) similar projects will be evaluated to determine similarity to the scope and tasks of Annex A, Statement of Work including elements such as: following the Ontario Reg. 153/04 guidance, or FCSAP guidance, emerging contaminants, work plan design, soil sampling, sediment sampling, development of site-specific toxicological reference values (TRVs), risk characterization, evaluating toxicological data, development of conceptual site models, weight-of-evidence approach, ecological surveys, working on privately owned and occupied residential setting, public communications, health and safety, etc.
4. **Value:** Total value of consulting charges for the project, including consulting fees and disbursements, but not including other work contracted separately.
5. **Personnel Responsibilities in Proposed Role:** Describe the role 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 Director:** Coordinating programs of work, strategic direction, project risk, liaising with client, communications with regulators and stakeholders, human resources, senior review, quality assurance and control, dispute resolution, senior technical advice.
  - b. **Project Manager:** Integration, scope, schedule, budget, change control, quality, human resources, communications, project risk, and project related procurement, environmental protection, health and safety plans.
  - c. **Senior Consultant – Environmental Site Assessment:** 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.
  - d. **Senior Consultant – Risk Assessment/Toxicological:** Planning and designing site specific risk assessments, ecological surveys, developing standard operating procedures, regulatory compliance oversight, senior review, senior technical advice, technical lead, evaluating toxicological data, aquatic receptors, terrestrial receptors, evaluating multiple lines of evidence, directing complex risk assessment work, selecting or establishing TRVs, risk characterization, making recommendations, and preparing reports.

	<p><b>1. Project Description:</b> Up to 10 points.</p> <p>a) Similar Projects for Project Director, Project Manager and Senior Consultant – Environmental Site Assessment personnel:</p> <ul style="list-style-type: none"> <li>i. One of: Environmental Site Assessment or Risk Assessment with a specific focus of PFCs – up to 10 points each.</li> <li>ii. One of: Environmental Site Assessment or Risk Assessment – up to 7 points each.</li> </ul> <p>b) Similar Projects for Senior Consultant – Risk Assessment / Toxicological personnel:</p> <ul style="list-style-type: none"> <li>i. Risk Assessment with focus on PFCs – up to 10 points each.</li> <li>ii. Risk Assessment with no focus on PFCs – up to 7 points each.</li> </ul> <p><b>2. Value:</b> up to 10 points:</p> <ul style="list-style-type: none"> <li>i. Equal to or greater than \$300,000 – 10 points.</li> <li>ii. Equal to or greater than \$100,000 but less than \$300,000 – 8 points.</li> <li>iii. Less than \$100,000 – 5 points.</li> </ul> <p><b>3. Personnel's Responsibilities in Proposed Role.</b> Up to 30 points. Scoring will be based on demonstrating priority elements/criteria as listed in respective Tables 2-5. In order to score full marks the Bidder should provide sufficient details to demonstrate the similar project experience in the proposed role.</p> <ul style="list-style-type: none"> <li>i. Identification and clear demonstration of 10 or more elements – 30 points</li> <li>ii. Identification and clear demonstration of 8 or 9 elements – 27 points</li> <li>iii. Identification and clear demonstration of 7 elements – 25 points</li> <li>iv. Identification and clear demonstration of 6 elements – 21 points</li> <li>v. Identification and clear demonstration of 5 elements – 15 points</li> <li>vi. Identification and clear demonstration of 3 elements – 10 points</li> </ul>	
	<b>Minimum Points/Total points</b>	<b>300/800</b>

### D3 Evaluation Tables

Each of the following four (4) roles will receive a score out of maximum 150 points comprised of up to 50 points for Experience, Education and Accreditations and up to 100 points for Achievements on Similar Projects. That score will be adjusted depending on the weighted total number of points available for the position according to the Table 1. For example, for the Project Director a score out of 150 will be divided by 150 and then multiplied by 50 to determine its weighted score.

Project Director, Project Manager, Senior Consultant – Environmental Site Assessment, Senior Consultant – Risk Assessment / Toxicological

The score obtained by each individual will be adjusted according to the Table 1 below. All of the weighted scores will be added together to arrive to the total score for this section.

**Table 1: Key Personnel Weighting**

Role	Maximum Weighted Points Available	Maximum Points Available
Project Director	50 points	150
Project Manager	50 points	150
Senior Consultant – Environmental Site Assessment	50 points	150
Senior Consultant – Risk Assessment/Toxicological	50 points	150

<b>TOTAL</b>	<b>200 points</b>	
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**Table 2 – Project Director**

	<b>Project #1</b>	<b>Project #2</b>
1. Project Name and Location		
2. Project Description		
3. Project Role		
4. Value	\$	\$
5. Project Director Responsibilities		
<u>Evaluation Criteria</u> i.Coordinating programs of work ii.Strategic direction iii.Project risk iv.Liaising with client v.Communications with regulators and stakeholders vi.Human resources vii.Senior review viii.Quality assurance and control ix.Dispute resolution x.Senior technical advice.		

**Table 3 – Project Manager**

	<b>Project #1</b>	<b>Project #2</b>
1. Project Name and Location		
2. Project Description		
3. Project Role		
4. Value	\$	\$
5. Project Manager Responsibilities		
<u>Evaluation Criteria</u> i.Integration and work planning ii.Scope – Work Breakdown Structure iii.Schedule iv.Budget v.Change Control vi.Quality vii.Human resources viii.Communications ix.Project risk x.Project related procurement xi.Environmental protection xii.Health and safety plans.		

**Table 4 – Senior Consultant – Environmental Site Assessment**

	<b>Project #1</b>	<b>Project #2</b>
1. Project Name and Location		

2. Project Description		
3. Project Role		
4. Value	\$	\$
<u>Evaluation Criteria</u> i.Planning and designing environmental sampling and analysis work plans ii.Developing standard operating procedures iii.Regulatory compliance oversight iv.Senior review v.Senior technical advice vi.Technical lead vii.Directing complex site assessment work viii.Making recommendations ix.Preparing reports x.Evaluating multiple lines of evidence.		

**Table 5 – Senior Consultant – Risk Assessment / Toxicological**

	Project #1	Project #2
1. Project Name and Location		
2. Project Description		
3. Project Role		
4. Value	\$	\$
5. Senior Consultant – Risk Assessment Responsibilities  <u>Evaluation Criteria</u> i.Planning and designing site specific risk assessments, ii. ecological surveys, iii.developing standard operating procedures, iv. regulatory compliance oversight, v.senior review, vi.senior technical advice, vii. technical lead, viii. evaluating toxicological data, ix.aquatic receptors, x.terrestrial receptors, xi.evaluating multiple lines of evidence, xii. directing complex risk assessment work, xiii. selecting or establishing TRVs, xiv.risk characterization, xv. making recommendations, xvi.preparing reports.		

## Table 6 - Weighted Technical Score

The weighted technical score will be calculated by dividing the score achieved for the criterion by the total maximum available points and multiplied by the weighted factor.

The Bidder must obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating.

Criterion		Weight Factor (%)	Score Obtained / Maximum Available Points	Weighted Technical Points Available
R1 - Project Plan and Understanding of the Work	R1.1	35	Score / 250	/35
	R1.2	15	Score / 150	/15
R2 - Bidder Experience on Similar Projects		25	Score / 200	/25
R3 - Qualifications of Key Personnel		25	Score / 200	/25
Weighted Technical Score				Score obtained/100