



Contract Services
301 Bishop Drive
Fredericton NB
E3C 2M6

September 23, 2015

RE : Request for Proposal **F5211-150227**
Standing Offer for Environmental Risk Management Services

You are invited to submit one (1) signed copy of a proposal to provide services to Fisheries and Oceans Canada. Sealed proposals will be accepted until 2:00 PM Atlantic Standard Time, Monday, November 23, 2015. Proposals must be signed and emailed to DFOtenders-soumissionsMPO@dfo-mpo.gc.ca and addressed:

TENDER SUBMISSION – F5211-150227
Standing Offer for Environmental Risk Management Services

Any bid received after that time will be considered late. Fax submissions will not be accepted. The onus is on the bidder to ensure that the bid is delivered on time to the location designated.

Tender documents MUST be downloaded from www.buyandsell.gc.ca . Those 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 any resulting standing offer or contract.

For further information, please contact the Contracting Authority, Cathi Harris by email at DFOtenders-soumissionsMPO@dfo-mpo.gc.ca .

The successful respondent(s) will be expected to enter into a Standing Offer in accordance with the enclosed documents. Your proposal should be in sufficient detail to form the basis of a contractual agreement on an as and when required basis. It should permit technical evaluation based on the enclosed criteria. The period of the Standing Offer will be from date of award to 31 October 2016 with the possibility of two additional one year option periods at the discretion of Fisheries and Oceans Canada. All cost proposals shall include prices for each year or it will be assumed the prices remain the same for the three years.

All questions regarding this request for proposals should be submitted in writing, no later than November 16, 2015. The department may not be able to respond to questions submitted after that date.

Fisheries and Oceans Canada will not necessarily accept the lowest or any proposal submitted.

Regards

Cathi Harris
Contract Services

Standing Offer for Environmental Risk Management Services

1. Letter of Invitation
2. Offer of Services
3. Instructions to Tenderers
4. General Conditions – Professional Services
5. Terms of Payment
6. Statement of Work
7. Evaluation Criteria
8. Federal Contractor's Program
9. Insurance Conditions
10. Ownership of Intellectual Property and Other Property Including Copyright
11. Certifications – Federal Contractor's Program, Status and Availability of Resources,
Education and Experience, Former Public Servant Certification

OFFER OF SERVICES

**REQUEST FOR PROPOSALS FOR:
Standing Offer for Environmental Risk Management Services**

1. PROPOSAL SUBMITTED BY:

(Complete Name and Address)

2. PERFORMANCE OF WORK

The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada, (hereinafter referred to as "Her Majesty") as represented herein by the Minister of Fisheries and Oceans (hereinafter referred to as "the Minister") to furnish all necessary labour, supplies, superintendence, plant, tools, appliances, equipment, supplies and other accessories, services and facilities necessary to assist in the performance of the services on an as and when required basis.

3. DOCUMENTS

The Contractor hereby undertakes to perform and complete the work at the place and in the manner set out in accordance with the following documents which, upon acceptance of the Offer of Services, will form part of the standing offer:

1. This Offer of Services duly completed and signed;
2. Document attached hereto or referenced entitled "General Conditions";
3. Document attached hereto or referenced entitled "Terms of Payment";
4. Document attached hereto or referenced entitled "Statement of Work";
5. Document attached hereto or referenced entitled "Insurance Conditions";
6. Document attached hereto or referenced entitled "Ownership of Intellectual Property and Other Property Including Copyright";
7. Document attached hereto or referenced entitled "Federal Contractor's Program".

4. DISCREPANCIES

In the event of discrepancies, inconsistencies, or ambiguities of wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

5. STANDING OFFER PERIOD

The period of the Standing Offer will be from date of award to October 31, 2016 with the possibility of two additional one year option periods at the discretion of Fisheries and Oceans Canada.

6. TENDERED PRICES

SERVICES AND ASSOCIATED COSTS

Year One: date of award to October 31, 2016:

Position and Name	Key Personnel Hourly	
Position	Name of Resource	Rate
A	B	C
Project Manager		\$
Human Health Risk Assessor		\$
Aquatic Ecological Risk Assessor		\$
Terrestrial Ecological Risk Assessor		\$
Senior Engineer or Scientist		\$
Field Staff		\$
Intermediate Risk Assessor		\$
Intermediate engineer		\$
Risk Communicator		\$
GIS Analyst		\$

Option Year One: 1 November, 2016 to October 31, 2017:

Position and Name	Key Personnel Hourly	
Position	Name of Resource	Rate
A	B	C
Project Manager		\$
Human Health Risk Assessor		\$
Aquatic Ecological Risk Assessor		\$
Terrestrial Ecological Risk Assessor		\$
Senior Engineer or Scientist		\$
Field Staff		\$
Intermediate Risk Assessor		\$
Intermediate engineer		\$
Risk Communicator		\$
GIS Analyst		\$

Option Year Two: 1 November, 2017 to October 31, 2018:

Position and Name	Key Personnel Hourly	
Position	Name of Resource	Rate
A	B	C
Project Manager		\$
Human Health Risk Assessor		\$
Aquatic Ecological Risk Assessor		\$
Terrestrial Ecological Risk Assessor		\$
Senior Engineer or Scientist		\$
Field Staff		\$
Intermediate Risk Assessor		\$
Intermediate engineer		\$
Risk Communicator		\$
GIS Analyst		\$

Note: if rates are not provided for the option years, they will be considered to be the same as for the initial standing offer period.

7. FEDERAL GOODS AND SERVICES/HARMONIZED SALES TAX

GST/HST is excluded from the prices(s)/rates quoted herein. Any amount to be levied against Her Majesty in respect of the GST/HST as is applicable is to be shown separately on all invoices for goods supplied or services provided and will be paid by the Government of Canada. The Contractor agrees to remit any GST/HST as is applicable, paid or due to Canada Customs and Revenue Agency.

8. SUBMISSION

The Contractor submits herewith the following:

- a) Offer of services duly completed and signed (1 electronic copy);
- b) Technical Proposal (1 electronic copy);
- c) Financial Proposal (1 electronic copy);
- d) Certifications (1 electronic copy).

9. IRREVOCABLE OFFER

The Contractor submits the offer listed in Article 6 on the full understanding that this Estimated Tendered Prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

10. APPROPRIATE LAW

The Standing Offer or any resulting contract shall be governed by and construed in accordance with the laws in the Province of British Columbia.

11. NO EXPRESS COLLABORATION

The Contractor warrants that there has been no express or implied collaboration, action in concert, arrangement, agreement or exchange of preferred information, which would in any way defeat the objectives of the tendering process between the Contractor, its officers, employees or agents and any other person, in respect of the proposal hereby submitted or the preparation of such proposal and the calculations and considerations on which such proposal was prepared and submitted, and the Contractor hereby agrees that, for the purposes of this Article alone, the Contractor shall stand in a fiduciary relationship to Her Majesty.

12. STANDING OFFER

The Contractor agrees that, in the event of acceptance of this proposal by the Minister, such acceptance shall affect an agreement between the Contractor and the Minister and this Offer of Services and attachments shall collectively constitute the agreement entered into between the Parties.

13. RIGHTS OF THE MINISTER

"Conditional" proposals will not be accepted. Any Contractor submitting alternate bids will be disqualified and proposals so submitted will be rejected. Notwithstanding anything contained in the Request for Proposals, the Minister shall have no obligation to accept the lowest cost proposal or any other proposal and reserves the right to consider matters which, although not set out herein, are, in the opinion of the Minister or his Departmental officials, relevant for their purposes, and the Minister and his officials shall be entitled to exercise discretion in the choice of a suitable contractor.

14. REPLACEMENT OF PERSONNEL

- 14.1** When specific persons have been named in the Proposal or Offer as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 14.2** If, at any time, the Contractor is unable to provide the services of any specific person named in the Offer, it shall provide a replacement person who is of similar ability and attainment.
- 14.3** The Contractor shall, before replacing any specific person named in the Offer, provide notice in writing to the Minister containing:
- a) The reason for the removal of the named person from the Work;
 - b) The name, qualifications and experience of the proposed replacement person; and,
 - c) Proof that the person has the required security clearance granted by Canada, if applicable.
- 14.4** The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority and the Contracting Authority shall not relieve the Contractor from responsibility to meet the requirements of any resulting Contract.

14.5 The Minister may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 2 and paragraphs 3.(b) and (c), secure a further replacement.

14.6 The fact that the Minister does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Standing Offer or any resulting Contract.

15. ADDENDUM

The Contractor agrees that the following addenda issued by the Department of Fisheries and Oceans, have been received by them and have been considered in their proposal.

ADDENDUM NO.	DATE
_____	_____
_____	_____

This _____ day of _____, 2015.

Contractor's signature _____

16. CONTRACTOR'S ADDRESS

For purposes of or Incidental to the Standing Offer or any resulting contract, the Contractor's address shall be that which is indicated in Article 1.

17. DEPARTMENTAL PERSONNEL

CONTRACTING AUTHORITY

Cathi Harris

Materiel and Procurement Services | Services du matériel et des acquisitions

Fisheries and Oceans Canada | Pêches et Océans Canada

301 Bishop Drive | 301 allée Bishop

Fredericton, NB | Fredericton N-B E3C 2M6

PROJECT AUTHORITY

(To be completed upon contract award)

18. SUPPLEMENTARY CONTRACTOR INFORMATION

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- 18.1 The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

- 18.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

- 18.3 For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

- 18.4 For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory

19. SIGNATURE FOR OFFER OF SERVICES

This offer of service is executed on behalf of the Contractor or other person(s) legally authorized to bind the incorporated company, partnership or the sole proprietor/individual owner as is applicable.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____ 2015.

In the Presence of

For the Contractor

Signature of Witness

Incorporated Company OR

Signature of Witness

Partnership OR

Signature of Witness

Sole Proprietorship / Individual Owner

ACCEPTANCE UPON AWARD

This Standing Offer is executed on behalf of Her Majesty the Queen in Right of Canada by their duly authorized officers / agents.

Accepted on behalf of Her Majesty the Queen in right of Canada this _____ day of _____, 2015.

Signature of Witness

For the Minister of Fisheries and Oceans

Position

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Request for Proposal

- 1.1. The terms Proposal, tender and proposal may be used interchangeably.
- 1.2. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Fisheries and Oceans and the Minister's successors in the office, and the Minister's or their representatives appointed for the purpose of the Request for Proposal.
- 1.3. "Tender Closing Time" refers to the hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

- 2.1. Sealed tenders will be received at the Tendering Office until the Tender Closing Time stipulated in the Request for Proposal. Tenders received after Closing Time will not be considered and will be returned unopened.
- 2.2. Notwithstanding the foregoing, the Department of Fisheries and Oceans reserves the right to postpone tender closing, at which time all tenderers will be advised formally of the new date and time.

3. TENDER OPENING

In the case of a Public Tender Opening

- 3.1. Tenders are opened in public at a location specified in the Request for Proposal as soon as possible after closing time unless specific instructions to the contrary regarding tender opening are included in the Request for Proposal.
- 3.2. Where only one tender is received, the Department reserves the right not to disclose the amount of the tender at the public opening. The amount of the tender will be made public if a contract is awarded.

4. OFFICIAL TENDER FORMAT

- 4.1. Tenders must be properly executed and submitted as instructed.

5. REVISION OF TENDERS

- 5.1. Tenders may be revised provided that revisions are received before the Tender Closing Time. Any change resulting in an increase in the tender price must be supported by a suitable increase in the tender security, if applicable.

6. TENDER SECURITY

- 6.1. If specified in the Request for Proposal, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled Tender Security Requirements.
- 6.2. All tender securities will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8 below.

7. CONTRACT SECURITY

- 7.1. If specified in the Request for Proposal, the successful tenderer will provide contract security, at the tenderer's own cost, within fourteen (14) days of contract award in accordance with the Document entitled Contract Security Requirements.
- 7.2. Where contract security is a requirement, all tenders must be accompanied by evidence from a bank, financial institution or a surety company that the required contract security will be provided upon notification of contract award to the successful tenderer.

8. INSURANCE

- 8.1. If specified in the Request for Proposal, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within fourteen (14) days of award in accordance with the document entitled Insurance Conditions.
- 8.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon award.

9. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

9.1. The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$1,000,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is **mandatory** that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

10. TENDER VALIDITY PERIOD

10.1 Unless otherwise specified in the Request for Proposal, tenders are to remain firm and in effect for a period of sixty (120) days following the Tender Closing Time.

10.2. Notwithstanding Article 10.1, in the event the Minister deems it necessary to extend the sixty (120) day period for acceptance of tenders for a further sixty (120) day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have five (5) days from the date of receipt of such written notice to, in writing, either accept the requested extension as referred to in the Ministerial notice or withdraw its tender.

10.3. In the event tender security was provided and in the event of withdrawal of tender as herein provided, the Tender Security Deposit shall be reimbursed or returned without penalty or interest. In the event the tenderer accepts the requested extension, the acceptance period shall be extended as referred to in the Ministerial notice. In the event the tenderer does not respond to the Ministerial notice hereinabove referred to, the tenderer shall be conclusively deemed to have accepted the extension referred to in the Ministerial notice.

11. INCOMPLETE TENDERS

11.1 Incomplete or conditional tenders will be rejected.

11.2 Tenders that omit any mandatory requirements specified in the Request for Proposal will be rejected.

11.3 In the event that tender security is required and is not provided with the tender, the tender will be rejected.

12. REFERENCES

12.1. The Department of Fisheries and Oceans reserves the right, before awarding the Offer, to require the successful tenderer to submit such evidence of qualifications

as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

13. LOWEST TENDER NOT NECESSARILY ACCEPTED

13.1. The lowest or any tender will not necessarily be accepted.

14. RIGHTS OF CANADA

14.1. Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure best value to Canada.

GENERAL CONDITIONS PROFESSIONAL SERVICES

1. In the Contract,
 - 1.1 "Award Date" means the date of the award of the Contract by the Department to the Contractor.
 - 1.2 "Contract" means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.
 - 1.3 "Contractor" means the vendor and any other party to the Contract other than Her Majesty.
 - 1.4 "General Conditions" means this document as amended from time to time.
 - 1.5 "Intellectual Property" means any intellectual property right recognized by the law, including any intellectual property through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information.
 - 1.6 "Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof.
 - 1.7 "Minister" means the Minister of Fisheries and Oceans and any other person authorized to act on his or her behalf.
 - 1.8 "Per Diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be pro rated accordingly.
 - 1.9 "Person" includes, without limiting the generality of the foregoing, any individual, partnership, firm, company, corporation, joint venture, syndicate, organization or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them.
 - 1.10 "Prototypes" includes models, patterns and samples.
 - 1.11 "Technical Documentation" includes designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.
 - 1.12 "Work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.
 - 1.13 The headings introducing sections are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections.
 - 1.14 A cross reference to a section number is a reference to all its sub-sections.
 - 1.15 Words in the singular include the plural and words in the plural include the singular.
 - 1.16 Words imparting a gender include any other gender.

2. Priority of Documents

- 2.1 In the event of discrepancies or conflicts between these General Conditions and anything in the other documents that together form the Contract, these General Conditions govern except that if there is a conflict between these General Conditions and the Articles of Agreement, the Offer of Services, or such similar document, then the Articles of Agreement, the Offer of Services, or such similar document, whichever may be the case, shall govern.

3. Successors and Assigns

- 3.1 The Contract shall enure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and permitted assigns.

4. Assignment, Novation and Subcontracting

- 4.1 The Contract shall not be assigned without the prior written consent of the Minister. Any assignment made without that consent is void and of no effect.
- 4.2 No assignment shall relieve the Contractor of any obligation under the Contract or impose any liability upon Her Majesty or the Minister.
- 4.3 Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obliged to accept the novation. The parties shall promptly execute and deliver all documents as are reasonably required to give effect to any novation.
- 4.4 Neither the whole nor any part of the Work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate such terms and conditions of the Contract as may be reasonably applied thereto.

5. Time of the Essence

- 5.1 Time is of the essence of the Contract and every part thereof, except as may be otherwise provided.

6. Force Majeure

- 6.1 A delay in the performance by the Contractor of any obligation under the Contract which is caused solely by an event that:
- 6.1.1 was beyond the reasonable control of the Contractor;
 - 6.1.2 could not have reasonably been foreseen;
 - 6.1.3 could not have reasonably been prevented by means reasonably available to the Contractor; and
 - 6.1.4 occurred without the fault or neglect of the Contractor,

may, subject to subsections 6.2, 6.3 and 6.4 constitute an “excusable delay” provided that the Contractor invokes this subsection by giving notice pursuant to subsection 6.4.

- 6.2 If any delay in the Contractor’s performance of any obligation under the Contract is caused by delay of a subcontractor, such a delay may constitute an “excusable delay” by the Contractor, only if the delay of the subcontractor meets the criteria for an “excusable delay” by the Contractor pursuant to this section and only to the extent that the Contractor has not contributed to the delay.
- 6.3 Notwithstanding subsection 6.1 any delay caused by the Contractor’s lack of financial resources or an event that is a ground for termination pursuant to section 9 or any delay by the Contractor in fulfilling an obligation to deliver a bond, guarantee, letter of credit or other security relating to performance or payment of money shall not qualify as an “excusable delay.”
- 6.4 The Contractor shall not benefit from an “excusable delay” unless the Contractor has:
 - 6.4.1 used its best efforts to minimize the delay and recover lost time;
 - 6.4.2 advised the Minister of the occurrence of the delay, or of the likelihood of a delay occurring, as soon as the Contractor has knowledge of the occurrence of or likelihood of the delay;
 - 6.4.3 within fifteen (15) working days of the beginning of the delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Minister of the full facts or matters giving rise to the delay and provided to the Minister for approval, which shall not be unreasonably withheld, a clear work-around-plan that details the steps the Contractor proposes to take in order to minimize the impact of the event causing the delay or the likely delay. The work-around-plan shall include alternative sources of materials and labour, if the event causing the delay or likely delay involves the supply of them; and
 - 6.4.4 carried out the work-around-plan approved by the Minister.
- 6.5 In the event of an “excusable delay”, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the “excusable delay.” The parties shall amend the Contract, as appropriate, to reflect any such change in the dates.
- 6.6 Notwithstanding subsection 6.7, if an “excusable delay” has continued for fifteen (15) working days or more, the Minister may, in his sole discretion, terminate the Contract. In that event, the parties agree that neither of them will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that gave rise to the “excusable delay.” The Contractor agrees to immediately repay to Her Majesty, the portion of any advance payment that is unliquidated at the date of the termination. Subsections 9.4, 9.5 and 9.6 apply in the event of termination under this subsection.
- 6.7 Except to the extent that Her Majesty is responsible for the delay for reasons of failure to meet an obligation under the Contract, Her Majesty shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an “excusable delay.”

7. Indemnification

- 7.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions and other

proceedings, by whomsoever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to:

- 7.1.1 any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's employees or agents in performing the Work or as a result of the Work;
 - 7.1.2 any lien, attachment, charge, encumbrance or similar claim upon any property vested in Her Majesty under the Contract; and
 - 7.1.3 the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.
- 7.2 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any of Her Majesty's other rights.

8. Notices

- 8.1 Any notice, request, direction or other communication required to be given under the Contract shall be in writing and is effective if delivered by registered mail, facsimile or other electronic means that provides a paper record of the text of the notice and confirmation of its receipt by the person at the address stipulated in the Contract. Any notice, request, direction or other communication shall be deemed to have been given if by registered mail, on the date upon which the postal receipt is signed by the recipient; if by facsimile or other electronic means, on the date on which it was successfully transmitted, and if in person, on the date of delivery.

9. Termination for Convenience

- 9.1 Notwithstanding anything contained in the Contract, the Minister may, at any time prior to the completion of the Work, by giving notice to the Contractor (termination notice), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Minister may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
- 9.2 In the event of a termination notice being given pursuant to subsection 9.1, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by Canada:
- 9.2.1 on the basis of the Contract Price, for all completed work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in the termination notice;
 - 9.2.2 the Cost to the Contractor plus a fair and reasonable profit thereon, for all work terminated by the termination notice before completion, the Cost to the Contractor being determined in accordance with the terms of the Contract; and
 - 9.2.3 all costs of and incidental to the termination of the Work or part thereof, but not including the cost of severance payments or damages to employees whose services are no longer

required by reason of the termination except wages that the Contractor is obligated by statute to pay them and except for reasonable severance payments or damages paid to employees hired to perform the Contract whose hiring was expressly required by the Contract or approved in writing by the Minister for the purpose of the Contract.

- 9.3 The Minister may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
- 9.4 Notwithstanding anything in subsection 9.2, the total of the amounts to which the Contractor is entitled under paragraphs 9.2.1 and 9.2.2, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the Contract Price or the portion thereof that is applicable to the part of the Work that is terminated.
- 9.5 In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Minister, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section, and generally, the Contractor shall co-operate with the Minister and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
- 9.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Minister under this section, except to the extent that this section expressly provides.

10. Termination due to Default of Contractor

- 10.1 The Minister may, by notice to the Contractor, terminate the whole or any part of the Work if:
 - 10.1.1 the Contractor becomes bankrupt, or insolvent or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors; or
 - 10.1.2 the Contractor fails to perform any of its obligations under the Contract, or in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 10.2 If the Minister terminates the Work in whole or in part under this section, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the Work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs including additional costs relating to the completion of the Work.
- 10.3 Upon termination of the Work under subsection 10.1 the Minister may require the Contractor to deliver and transfer title to the Minister, in the manner and to the extent directed by the Minister, in any finished Work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfilment of the Contract. The Minister shall pay the Contractor for all such finished Work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished Work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the

Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect the Minister against excess costs for the completion of the Work.

- 10.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the Work or the particular part thereof.
- 10.5 If after the Minister issues a notice of termination under 10.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to 9.1 and the rights and obligations of the parties hereto shall be governed by 9.

11. Records to be kept by Contractor

- 11.1 The Contractor shall keep accounts, invoices, receipts, vouchers, records and all other documents of the cost of the Work and of all expenditures or commitments in a manner and to the extent sufficient for audit purposes to the satisfaction of the Minister. Such accounts, invoices, receipts, vouchers and all other documents shall be open to audit and inspection by the Minister who may make copies and take extracts there from.
- 11.2 The Contractor shall provide facilities for audit and inspection purposes and shall provide the Minister with such information as requested by the Minister for those purposes.
- 11.3 The Contractor shall not dispose of any such accounts, invoices, receipts, vouchers, records or other documents without the prior written consent of the Minister and shall preserve and keep them available for audit and inspection by the Minister to his satisfaction, for a six (6) year period plus current year, following completion, termination or suspension of the Work.
- 11.4 The awarding of this contract does not include the authority to safeguard sensitive information on the Contractor's premises. Such information shall be retained upon the premises of the Department's facility unless otherwise authorized to be removed.

12. Conflict of Interest and Post-Employment Code

- 12.1 It is a term of this contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) or the Values and Ethics Codes for the Public Services (2003) apply, shall derive a direct benefit from this contract unless that individual is in compliance with the applicable post-employment provisions.
- 12.2 It is a term of this contract that during the term of the contract any persons engaged in carrying out this contract shall conduct themselves in compliance with the principles in the Conflict of Interest and Post-Employment Code for Public Office Holders (1994) which are the same as those in the Conflict of Interest and Post-Employment Code for the Public Service (1985), with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Minister.

- 12.3 It is a term of this contract that any persons engaged in the course of this contract and subsequent to it shall conduct themselves in manner such that there is not and will not be any conflict arising from competing or opposing interests of other clients of the Contractor. Should an interest be acquired during the life of the contract that would cause a conflict of interest, the Contractor shall declare it immediately to the Minister.

13. Contractor Status

- 13.1 This is a Contract for services and the Contractor is an independent contractor for the sole purpose of providing services under the Contract. Neither the Contractor nor any of its personnel, including but not limited to its officers, agents, employees or sub-contractors is engaged under the Contract as an employee, servant or agent of Her Majesty and entry into the Contract does not result in the appointment or employment of the Contractor or its personnel as an officer, agent or employee of Her Majesty.
- 13.2 The Contractor shall be entitled only to those benefits and payments specified in the Contract.
- 13.3 The Contractor shall comply with all federal, provincial and municipal legislation applicable to the Work.
- 13.4 The Contractor shall be wholly responsible for any payments and/or deductions and the submission of any applications, reports, payments or contributions required by law to be made or deducted by the Contractor, including but not limited to those under the Canada or Quebec Pension Plans, Employment Insurance, Workman's Compensation, Income Tax, Goods and Services Tax, and the Harmonized Sales Tax. The Minister shall not be charged for any costs of the Contractor for the Contractor's doing anything required under this section; such costs having been taken into consideration and included in the Contractor's rates of payment specified in the Contract.

14. Warranty by Contractor

- 14.1 The Contractor warrants that it is competent to perform the Work and has the required qualifications knowledge, skill and ability to perform the Work.
- 14.2 The Contractor warrants that it shall provide a quality of service at least equal to generally accepted industry standards for a competent contractor in a like situation.

15. Member of House of Commons

- 15.1 No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise there from.

16. Amendments and Waiver

- 16.1 No amendment to the Contract or waiver of any of the terms shall be valid unless effected in writing and signed by all of the parties.

- 16.2 No increase in the total liability of the Minister or in the price of the Work resulting from any change, modification or interpretation of the Contract shall be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior written approval of the Minister.

17. Harassment in the workplace

- 17.1 The Contractor acknowledges the responsibility of the Minister to enure, for its employees, a healthy work environment, free of harassment. A copy of the Treasury Board policy named "Policy on the Prevention and Resolution of Harassment in the Workplace" is available at the following address: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/hw-hmt/hara_e.asp.
- 17.2 The Contractor shall not, either as an individual, or as a corporate or unincorporated entity, through its employees or sub-contractors, harass, abuse, threaten, abuse their authority towards, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with, the Department of Fisheries and Oceans or appointed by the Minister.
- 17.3 The Contractor accepts, by signing this contract, that every person described in section 17.2 has a right to be treated with respect and dignity and a responsibility to treat others the same way.
- 17.4 The Contractor shall comply with all requests by the Department of Fisheries and Oceans to participate in an internal complaint process, including dispute resolution. If one is initiated to resolve any complaints, informal or formal, arising out of matters described in section 17.2.
- 17.5 The Contractor shall be advised in writing of any complaint referred to in section 17.2 and shall have a right to respond in writing.
- 17.6 Once a complaint is made against a Contractor, the Project Authority shall provide information to the Contractor on the process to be followed by the Department.
- 17.7 If the complaint is found to be well founded against a Contractor as described in section 17.2, this is sufficient to be a default for purposes of termination of the contract in section 9.
- 17.8 If dispute resolution or an investigation is undertaken, the Department may decide to suspend the operation of the contract and reimburse the Contractor, in accordance with section 9.
- 17.9 The Contractor's obligation, as described in section 17.2 is deemed to be part of the performance of the Contractor in carrying out the Statement of Work described in the contract.
- 17.10 The Contractor shall comply with all laws applicable to the performance of the Work, or any part thereof, as described in section 17.2.

18. Ownership of Intellectual Property

- 18.1 Technical Documentation and Prototypes produced by the Contractor in the performance of the work under the Contract shall vest in and remain the property of Her Majesty, and the Contractor shall account fully to the Minister in respect of the foregoing in such manner as the Minister shall direct.

18.2 Unless instructed otherwise under the supplementary conditions, all right, title and interest relating to Intellectual Property conceived or developed in performing the work under the Contract shall vest in and remain the property of the Contractor except that if the Contractor independently declares that it has no intention or capability of commercially exploiting the said Intellectual Property, the ownership of such Intellectual Property shall vest in Canada.

18.3 The Contractor hereby grants, to Canada, in relation to all Intellectual Property, referred to in subsection 18.2, a non-exclusive, irrevocable, world-wide, fully paid and royalty-free licence to use, have used, make or have made, copy, translate, practice or produce the said Intellectual Property, for any government purpose except commercial sale in competition with the Contractor. Canada's licence to the use of Intellectual Property includes the right to sub-license the use of that property to any other Contractor engaged by Canada for work under this Contract or in any other Contract subsequent to this one. Any such sub-licence shall authorize use of the Intellectual Property solely for the purpose of performing contracts for Canada and require the other contractor to maintain the confidentiality of the Intellectual Property.

19. Payment by the Minister

19.1 Applicable when the Terms of Payment specify PROGRESS Payments.

19.1.1 Payment by the Minister to the Contractor for the Work shall be made:

- i) in the case of a progress payment other than the final payment, within thirty (30) calendar days following the date of receipt of a duly completed progress claim, or
- ii) in the case of a final payment, within thirty (30) calendar days following the date of receipt of a duly completed final progress claim, or within thirty (30) calendar days following the date on which the Work is completed,

Whichever is later.

19.1.2 The Minister shall notify the Contractor of any objections to the form of the progress claim within fifteen (15) calendar days of its receipt. "Form of the claim" means a claim that contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor of the objection within the fifteen calendar (15) days period will only result in the date specified in subsection 19.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

19.2 Applicable when the Terms of Payment specify payment on COMPLETION.

19.2.1 Payment by the Minister to the Contractor for the Work shall be made within:

- i) thirty (30) calendar days following the date on which all of the Work has been completed and delivered in accordance with the Contract, or
- ii) thirty (30) calendar days following the date on which an invoice and substantiating documentation are received by the Minister in accordance with the Contract,

Whichever is later.

19.2.2 The Minister shall notify the Contractor of any objections to the form of the invoice within fifteen (15) calendar days of its receipt. "Form of the invoice" means an invoice, which contains or is accompanied by such substantiating documentation as requested by the Minister. Failure by the Minister to notify the Contractor within the fifteen (15) calendars day period will only result in the date specified in subsection 19.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

20. Payment of Interest on Overdue Accounts

20.1 For the purposes of this Section:

"Average Rate" means the single arithmetic mean of the Bank Rates in effect at 4:00 p.m. (Eastern Standard Time) each day during the calendar month that immediately precedes the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"Date of Payment" means the date of the negotiable instrument drawn by the Receiver General of Canada and given for payment of an amount due and payable;

"Due and payable" means an amount due and payable in accordance with the Contract; and

"Overdue" means an amount that is unpaid on the first day following the day upon which it is due and payable.

20.2 The Minister shall be liable to pay the Contractor simple interest at the average rate plus 3 per cent per annum on any amount that is overdue from the date that such amount becomes overdue until the day prior to the date of payment, inclusive. Interest on an overdue amount will not be payable or paid if the payment is overdue less than fifteen (15) calendar days unless the Contractor requests payment of interest.

20.3 The Minister shall not be liable to pay interest if the Minister is not responsible for the delay in payment.

20.4 The Minister shall not be liable to pay interest on overdue advance payments.

21. Schedule and Location of Work

21.1 If the Work is performed in the offices of the Department of Fisheries and Oceans (DFO), the Contractor will, for better co-ordination with DFO operational needs, follow the same time schedule as employees of DFO.

21.2 If the Work is performed at locations other than DFO's offices, the time schedule and location of Work shall be in accordance with the Contract.

22. Minister's Responsibilities

22.1 The Minister will provide support, guidance, direction, instruction, acceptances, decisions and information as required under the Contract.

23. Certification - Contingency Fees

23.1 The Contractor certifies that it has not directly or indirectly paid, and covenants that it will not, directly or indirectly pay, a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than a person acting in the normal course of the person's duties for which a contingency fee is paid.

23.2 All accounts and records pertaining to payments of such contingency fees shall be subject to this section.

23.3 If the Contractor's certification under this section is false or otherwise erroneous, or if the Contractor does not comply with its covenants under this section, the Minister may, at his sole option, either terminate the Contract for default in accordance with section 9 or recover the full amount of the contingency fee from the Contractor by way of reduction to the Contract price or otherwise or by set off against any monies owing by Her Majesty to the Contractor under the Contract.

23.4 In this section:

23.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a federal government contract or negotiating the whole or any part of its terms;

23.4.2 "person" includes, but is not limited to an employee, agent or assign of the Contractor, an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act* R.S. 1985 c. 44 (4th Supplement) or as may be amended.

24. Price Certification

24.1 The Contractor certifies that the price/rate shown in the Contract has been computed in accordance with generally accepted accounting principles applicable to all like products/services sold by the Contractor, that such price/rate is not in excess of the lowest price/rate charged anyone else including their most favoured customer for like quality and quantity of the service, and does not include any provision for discounts or commissions to selling agents.

Section 24 is applicable only in sole source contracting situations.

25. Lump Sum Payment – Work Force Reduction Programs

25.1 It is a term of the Contract that:

25.1.1 the Contractor has declared to the Minister any lump sum payment he received pursuant to any work force reduction program, including but not limited to the Executive Employment Transition Policy, which have been implemented to reduce the public service;

- 25.1.2 the Contractor has informed the Minister of the terms and conditions of such work force reduction program pursuant to which the Contractor was made a lump sum payment and the rate of pay on which the lump sum payment was based.

26. International Sanctions

- 26.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act, R.S.C. 1985, c. U-2, the Special Economic Measures Act, S.C. 1992, c. 17, or the Export and Import Permits Act, R.S.C. 1985, c. E-19. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. At the time of contract award, the following regulations implement economic sanctions can be found at: <http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.
- 26.2 It is a condition of the Contract that the Contractor shall not supply any goods or services to the Government of Canada that are subject to economic sanctions as described in subsection 26.1.
- 26.3 If, during the performance of the Contract, the addition of a country to the list of sanctioned countries or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance of the Contract by the Contractor, the situation will be treated by the parties as an excusable delay. The Contractor shall forthwith inform the Minister of the situation and the procedures applicable to section 6 shall then apply.

27. Official Languages

- 27.1 Services and communications provided by the Contractor in performance of the Work shall be provided in both Official Languages as required by Part IV of the Official Languages Act as amended from time to time.

28. Entire Agreement

- 28.1 This Contract constitutes the entire agreement between the parties respecting the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are expressly incorporated by reference into the Contract.

29. Environmental Considerations

- 29.1 Whenever practical and economically feasible, submissions, contract reports or written communication will be made on recycled, double-sided paper or on disk where appropriate.
- 29.2 Preference will be given to goods and services considered to be environmentally superior within the bounds of established technology and economic capability. Selection of goods and services will be based on their efficient use of energy and natural resources, potential to re-use or recycle, and safe means of disposal.

- 29.3 Every effort should be made to purchase products that bear other environmental certification, or use their best judgement to obtain products with the least harmful impact on the environment.
- 29.4 Contractors performing work under this contract must comply fully with the Canadian Environmental Protection Act, 1999, the Canadian Environmental Assessment Act, the Fisheries Act and regulations such as the Arctic Waters Pollution Prevention Regulations and with all Department of Fisheries and Oceans's Standing Orders, Policies and Procedures relating to environmental protection.
- 29.5 Contractors will be fully aware of their obligations as defined under the Act "Canadian Environment Protection Act, 1999" which requires that "A person must take practicable and reasonable steps to prevent or minimize environmental harm or environmental nuisance caused, or likely to be caused, by their activities".
- 29.6 Anything done or omitted to be done by the Contractor or its employees which compromises the Department of Fisheries and Oceans in relation to environmental legislation may result in immediate termination of the Contract. Any fines, costs or expenses imposed on the Minister as a result of breaches of the "Canadian Environment Protection Act, 1999" caused by the Contractor or his employees will be fully recovered from the Contractor.
30. Health and Safety
- 30.1 The Contractor shall be responsible for the health and safety of all persons involved in the performance of the Work and shall comply with all federal, provincial and municipal legislation, policies and procedures respecting health and safety, whichever may be the more stringent, applicable to the performance of the Work.
31. Confidentiality - Security and Protection of the Work
- 31.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where the Intellectual Property in such information (except a licence) vests in Canada under the Contract. The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to a subcontractor authorized in accordance with section 4 information necessary for the performance of the subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such subcontract. Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 31.2 Subject to the Access to Information Act, and to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor.

- 31.3 The obligations of the Parties set out in this section do not apply to any information where the same information: (a) is publicly available from a source other than the other Party; or (b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or (c) is developed by a Party without use of the information of the other Party.
- 31.4 Wherever practical, the Contractor shall mark or identify any proprietary information delivered to Canada under the Contract as "Property of (Contractor's name), permitted Government uses defined under Department of Fisheries and Oceans (DFO) Contract No. (F5211-150277)", and Canada shall not be liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- 31.5 When the Contract, the Work, or any information referred to in subsection 31.1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified, including those set out in any PWGSC policy respecting security and any other instructions issued by the Minister.
- 31.6 Without limiting the generality of subsections 31.1 and 31.2, when the Contract, the Work, or any information referred to in subsection 1 is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by Canada, the Minister shall be entitled to inspect the Contractor's premises and the premises of a subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Minister dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screenings, security clearances and other procedures.
- 31.7 Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 16.
32. The Code of Conduct for Procurement
- 32.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.
- 32.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, With the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.
- 32.3 For further information, the Contractor may refer to the following PWGSC site : <http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>.

TERMS OF PAYMENT

1. DEFINITION

- 1.1 Progress payment is a payment made by or on behalf of Her Majesty after the performance of the part of the Contract in respect of which payment is made but before the performance of the whole contract.

2. BASIS OF PAYMENT

- 2.1 In consideration of the Contractor meeting all obligations under the terms and conditions of this Standing Offer and any resulting Contract, the Contractor shall receive payment in accordance with Article 6 of the Offer of Services.

3. METHOD OF PAYMENT

- 3.1 Payment to the Contractor shall be made upon completion of work to the satisfaction of the Departmental Representative and upon submission of an invoice.
- 3.2 Neither a progress report nor a payment by Her Majesty shall be construed as evidence that the work or any part thereof is complete, is satisfactory or is in accordance with a resulting Contract.
- 3.3 Delay by Her Majesty in making payment when it becomes due or payable pursuant to the Contract or Terms of Payment shall be deemed not to be a breach of the Standing Offer or any resulting Contract.
- 3.4 In the event that a Contract is terminated pursuant to the General Conditions, the Contractor shall have no claim against Her Majesty except to be paid for services performed up to the date of the said termination, less any sums previously paid on account. In the event of termination, Her Majesty will as soon as practicable under the circumstances, pay to the Contractor the amount, if any, payable to the Contractor.

4. INVOICE ADDRESS

Except if otherwise specified in the Terms of Payment or in any other document that is part of the standing offer or any resulting contract, payment will be made on presentation of one or more detailed invoice, depending on circumstances, after acceptance of the works by the Project Authority.

The invoice(s) shall be or emailed to DFO Accounts Payable, at the email address indicated in below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA

Please indicate if you wish to be paid by cheque or MasterCard.

5. LIMITATION OF EXPENDITURE

The Contractor shall not perform any work or provide any service that would cause the total liability of Canada to be exceeded, unless an increase is authorized by the Contracting Authority.

6. INVOICE SUBMISSION

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
 - a. the date, the name and address of the client department, item or reference numbers, deliverable and/or description of the Work, contract number and financial code(s);
 - b. details of expenditures in accordance with the Basis of Payment, exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable);
 - c. deduction for holdback, if applicable;
 - d. the extension of the totals, if applicable; and
 - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. If applicable, the GST or HST must be specified on all invoices as a separate item. All items that are zero-rated, exempt or to which the GST or HST does not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

STATEMENT OF WORK REGIONAL STANDING OFFER FOR ENVIRONMENTAL RISK MANAGEMENT SERVICES

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1.0 Scope

1.1 Title

Request for a Regional Standing Offer to provide Environmental Risk Management Services on an as-and-when requested basis on behalf of the Fisheries and Oceans Canada (F&OC).

1.2 Introduction

The Regional Office of Environmental Coordination (ROEC) within Real Property, Safety & Security of the Department of Fisheries and Oceans--Pacific Region (RPSS) conducts and manages site assessment, site characterization and environmental audit projects on property that F&OC owns or has an interest in. These projects involve assessments of contaminants in soil, air, surface water, groundwater, and plant and animal tissues. The properties managed by RPSS include: lightstations, small craft harbors, hatcheries and various other facilities and bases. The department has internal resources that conduct risk assessment and risk management. Due to the large number of sites additional outside expertise is often required.

Fisheries & Oceans Canada (F&OC) owns, leases or are tenants of approximately 2000 properties in the Pacific Region. As part of the F&OC's Contaminated Sites Strategy and the Federal Contaminated Sites Action Program; F&OC's approach to managing contaminated sites focuses on a risk management approach. This approach is adapted to sites after they have had various levels of Phase I, II or III Environmental Site Assessments. This heavier reliance on risk management has indicated a need for consultants to help F&OC with implementing this approach at their sites. The two main components of risk management that will be required under this standing offer include risk assessment and remediation/risk management planning. This work may at times include conducting a screening type Canadian Environmental Assessment, development of risk communication plans, habitat surveys and other tasks in support of the risk assessment.

1.3 Estimated Value

Limitation of Expenditure

The total cost to Her Majesty resulting from call-ups against all Standing Offers shall not exceed \$4,000,000.00, HST included for the entire period totaling all standing offers issued including option years unless otherwise authorized in writing by this Department. The Offeror shall not be obliged to perform any work or provide any services which would cause the total liability of Her Majesty to exceed the sum, unless an increase is so authorized. The maximum amount of an individual call up will be \$300,000 dollars

including taxes and travel and living expenses. Note that the Standing Offer is not a commitment to spend the full amount.

The number of Standing Offers issued under this RFP shall be up to 5, the value of each to be determined at award.

1.4 Objectives of the Requirement

The purpose of this request is to solicit proposals for standing offers for companies with the ability to provide **technical and project management services** related to the overall **risk management of contaminated sites**. The successful proponents are required to have significant regulatory experience in the federal framework as well as the BC provincial framework. Proponents will be available to help F&OC staff to prepare and implement risk management or parts thereof on an as needed basis.

1.5 Background, Assumptions and Specific Scope of the Requirement

This standing offer is designed to provide external resources to assist with risk management services, including but not limited to risk assessment, remedial options evaluation, remediation planning, risk communication and development of risk management plans for F&OC on an as needed basis. Corporations are allowed to submit bids in a team; however a proposed person may only appear on one submission. If one person is submitted on two bids; both will be considered unacceptable deemed unresponsive. For field equipment, certain items cannot be charged as separate line items because it is assumed that these costs are covered in the hourly rate.

The purpose of this request for proposal is to obtain a list of qualified companies that can perform these activities to meet the specific needs of F&OC.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

The general scope of work for these risk assessment projects will consist of the following tasks (Note this may be modified based on site specific project scope):

1. Review of existing data and recommendations for additional data collection. A review of available data and reports from previous activities at the site will be undertaken. Detailed recommendations for additional data collection (sampling locations, analytical requirements, etc.) will be prepared for input to the proposed environmental site investigation program.
2. Site visit and data collection. A site visit will be conducted to ensure an

understanding of physical site-specific conditions. This will be conducted in conjunction with the proposed environmental site investigation program.

3. Risk assessment. Specific phases of the project include:

- Problem formulation – identification of COPCs, potential human receptors, and exposure pathways, as well as identification of key data gaps. This will be conducted in part to identify requirements for additional data collection. The problem formulation will be revisited and updated upon completion of the additional investigation program.
- Exposure assessment – quantification of the estimated exposure of each human receptor to each COPC, using realistic exposure scenario assumptions, point-of-exposure measurements and appropriate fate and transport models. Background exposure should also be quantified where applicable.
- Toxicity/effects assessment – determination of appropriate toxicity reference values (TRVs) consistent with Health Canada recommendations, and an evaluation of potential additive effects or other chemical interactions. Where sufficient data are available, a bioavailability assessment will be undertaken. If Health Canada TRVs are not available, or are not considered appropriate, for specific COPCs, alternate values may be proposed with appropriate justification. Dose-response assessment shall be deferred to the detailed level investigation as needed.
- Risk characterization – calculation of quantitative hazard quotients and cancer risks and determination of whether hazards/risks are acceptable. Uncertainty will be analyzed and, where appropriate, quantified and discussed explicitly in an Uncertainty Analysis section.
- Discussion and Conclusions – including weight of evidence determination for each receptor group.

4. Report preparation. A comprehensive report will be prepared documenting the input data, methods and results, and should be self-contained (i.e., contain all relevant supporting data and document all assumptions). The report should contain all required information as outlined in the F&OC guidance and should clearly describe any aspects that deviated from the referenced protocols and guidance documents. The report should contain recommendations with respect to remediation and/or risk management. In particular, the report should identify any issues representing significant risks to human or environmental health that may require immediate mitigative action. Specifically, the report should include:

- Executive summary
- Introduction
- Description of property/site (including summary of site investigations and data on contaminant concentrations in environmental media)
- Problem formulation
- Exposure assessment (including all formulae, assumptions, worked examples, and all supporting data); in some cases custodial departments

may request/require detailed calculations of each exposure, not just examples

- Toxicity assessment (including toxicity summary for each COPC)
- Risk characterization
- Uncertainties and data gaps
- Conclusion and Discussion
- Recommendations
- References

The report should undergo an internal senior technical peer review to ensure all data from the environmental site investigation(s) are correct, appropriate human health based screening guidelines are used, and calculations are correct.

The report should include a summary of site conditions, and sufficient documentation for all assumptions and calculations to enable an independent technical review. The final report will address all comments provided during the Project Authority's review of the draft. The draft report shall be submitted in editable digital format (MS-Word or WordPerfect and Excel spreadsheets).

Two complete hard copies of the final environmental report should be provided. Each copy of the report should be accompanied with a CD in the sleeve page of the report containing the full digital copy of the report and its corresponding report files (i.e., Excel, Word, PDF documents).

2.2 *Specifications and Standards*

The Environmental Risk Assessment/Management work will be conducted using the following protocols and guidance documents:

- Federal Contaminated Site Risk Assessment in Canada, Part I: Guidance on Human Health Preliminary Quantitative Risk Assessment (PQRA).
- Federal Contaminated Site Risk Assessment in Canada, Part II: Health Canada Toxicological Reference Values (TRVs) and chemical-specific factors.
- Federal Contaminated Site Risk Assessment in Canada, Part III: Guidance on Peer Review of Human Health Risk Assessment for Federal Contaminated Sites in Canada.
- Federal Contaminated Site Risk Assessment in Canada, Part V: Guidance on Detailed Quantitative Human Health Risk Assessment of Chemicals (DQRA_{CHEM}).
- Canadian Council of Ministers of the Environment (CCME) 2001 Canada-Wide Standard for Petroleum Hydrocarbons (PHC) in Soil – scientific supporting documents (CCME 2000, 2001)
- Applicable provincial protocols and guidelines.

2.4 Method and Source of Acceptance

Final reports produced under each call up will be deemed complete upon review and acceptance by the Departmental Representative.

2.5 Reporting Requirements

Two complete hard copies of the final environmental report should be provided. Each copy of the report should be accompanied with a CD in the sleeve page of the report containing the full digital copy of the report and its corresponding report files (i.e., Excel, Word, PDF documents).

Due to the large portfolio of sites and the need to manage these sites over a long period of time, detailed terms of reference for environmental reports and sampling are required for all reports submitted unless otherwise specified by F&OC on a per site basis. These terms of reference may change at any time and will be provided at the time a call-up is issued.

See attached Terms of Reference

2.6 Project Management Control Procedures

Consultants may invoice on a monthly basis, provided the following terms are met:

- A maximum of 60% of the total project budget may be invoiced before the consultant submits the draft deliverables.
- A maximum of 80% of the total project budget may be invoiced before the consultant submits the final deliverables

Any deliverables that do not meet the terms and specifications as outlined in the conditions of the contract (e.g., Work Plan or Terms of Reference) will not be considered final.

Professional fees must be invoiced at the hourly rate quoted for F&OC Regional Standing Offer for “Environmental Risk Management Services”.

The individual identified in the proposal as the Project Coordinator or Technical Authority shall work with the Departmental representative to ensure that the figures and tables and the conceptual site model is received within weeks of field work completion.

A draft report should be completed within 6 weeks of review of the Conceptual Site Model (CSM) and figures and tables by the Departmental Representative.

All final reports must be received no later than March 31 of that fiscal year (note: a fiscal year runs from April 1st to March 31st of the next year) unless otherwise specified in the call-up.

A minimum of monthly updates on progress reports should be submitted by the Project manager to the Departmental Representative.

2.7 *Change Management Procedures*

A request for a change in scope of the call-ups can be initiated by the Departmental Representative based on field conditions, sampling protocols or other situations such as custodian requirements. Both parties must agree on the scope change and have a record of both parties agreement. In the event the scope change requires a budget change, an amending call-up will be actioned by the Departmental Representative.

Changes in scope, financial limitation, period of time, named resources, terms and conditions to the Standing Offer agreement(s) must be authorized in writing by the Contracting Authority.

2.8 *Ownership of Intellectual Property*

The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds: where material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

The Standing Offer Authority / Contracting Authority for this Standing Offer is:

Cathi Harris
Senior Contracting Officer
Fisheries and Oceans Canada
Procurement Hub – Fredericton
301 Bishop Drive
1st Floor
Fredericton, NB E3C 2M6
Tel. 506-452-3676
Email: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

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

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

The Departmental Representative/ Project Authority for this Standing Offer is:

(to be provided upon Standing Offer award)

The Departmental Representative is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Departmental Representative; however, the Departmental Representative 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 Standing Offer amendment issued by the Contracting Authority.

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

Communications/Meetings

A kick-off meeting will be held upon each call-up award, in a manner and venue (e.g., face-to-face, teleconference) to be determined by the project authority. Travel costs for meetings, if necessary, will be negotiated as separate scope/cost items and should not be included in this proposal.

Progress meetings will be held upon submission of the problem formulation report and the draft report to discuss the direction of the project and the findings.

The contractor shall remain in regular contact with the project authority either by telephone or e-mail to ensure that the project is progressing according to schedule and that any required information is made available.

3.2 DFO Obligations

DFO Departmental Representative will

- Allow and coordinate access to facilities and transportation with CCG (the Canadian Coast Guard) if required
- access to a staff member who will be available to coordinate activities including DFO health and Safety requirements
- provide comments on draft reports within five working days
- provide other assistance or support.

3.3 Contractor's Obligations

Title to the equipment/furnishings charged against this Standing Offer shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.

For each item of equipment/furnishings that is purchased, the Contractor is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

The Contractor shall label all equipment/furnishings as being the property of Canada.

Notwithstanding the fact that the equipment/furnishings under this Contract become vested in Canada, the equipment/furnishings shall remain within the custody and control of the Contractor until such time as the Project Authority provides instructions for its delivery. During this period of time, the Contractor shall take reasonable and proper care of the equipment/furnishings.

List of Excluded Equipment Rental and Subcontractor Markup Costs

In the process of conducting work on behalf of F&OC several items are not permitted to be billed as separate line items in invoices but are required to be included in the hourly rate of professional staff. Other items not listed in Table D-1 are to be determined on a project specific basis and will be negotiated when an individual call-up against the standing offer is issued.

Costs to be included in hourly rate of professional staff:

- Cell Phone
- Digital Camera
- Gloves
- Personal Protective Equipment (unless specific requirements for F&OC - i.e., flight suits- whereby F&OC will provide or pay for)
- First Aid Kit and Supplies
- Computer software or hardware (e.g., removable hard drives)

- Training (unless agreed to on a specific basis)

When it is necessary for the consultant to subcontract for a service, the markup charged by the consultant cannot exceed 2.5%. F&OC will pay invoices net 30 days from when we receive the correctly formatted invoice covering the subcontractors.

Consultants may invoice on a monthly basis, provided the following terms are met:

- A maximum of 60% of the total project budget may be invoiced before the consultant submits the draft deliverables.
- A maximum of 80% of the total project budget may be invoiced before the consultant submits the final deliverables

Any deliverables that do not meet the terms and specifications as outlined in the conditions of the Standing Offer (e.g., Work Plan or Terms of Reference) will not be considered final.

Professional fees must be invoiced at the hourly rate quoted for F&OC Regional Standing Offer for “Environmental Risk Management Services”.

3.4 Location of Work, Work site and Delivery Point

Due to existing workload and deadlines, all personnel assigned to any contract resulting from this RFP must be ready to work in close and frequent contact with the Departmental Representative and other departmental personnel.

F&OC will provide at least four weeks notice to the consultants of any field visits or other fixed commitments for personnel listed in this standing offer. If F&OC cannot provide four weeks advance notice of the requirement for personnel specified on the consultants proposal, then F&OC and the consultant may agree on a mutually suitable date. As a last resort F&OC may consider alternate personnel proposed by the consultant for that specific project; however, this must be approved prior to the issuing of a call-up against the standing offer. Consultants who use the personnel named on the standing offer agreement will always be given priority for standing offer call-ups.

3.5 Language of Work

The language of work will be in English.

3.6 Security Requirements

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, MUST NOT access PROTECTED and/or CLASSIFIED information or assets.
2. The Contractor/Offeror personnel MAY NOT ENTER NOR PERFORM WORK ON sites where PROTECTED or CLASSIFIED information or assets are kept, without an escort provided by the department or agency for which the work is being performed.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - b. *Industrial Security Manual* (Latest Edition).

3.7 Insurance Requirements

Insurance Conditions – Services Contracts attached applies to this Standing Offer.

3.8 Travel and Living

All travel and accommodation must be pre-approved by the Project Authority. Expenses are to be reimbursed upon submission and approval of the travel claim(s) to the Project Authority in accordance with the Treasury Board of Canada Travel Directive.

Receipts must be submitted for invoiced project expenses, except meals and incidentals can be invoiced at the current rates defined by the Treasury Board of Canada Travel Directive Appendix C (<http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a3-eng.php>).

Vehicle kilometres can be invoiced at the current rates defined by the Treasury Board of Canada Travel Directive Appendix B (<http://www.njc-cnm.gc.ca/directive/index.php?sid=97&lang=eng>).

Guidelines for allowable accommodation and rental vehicle costs are defined by the Treasury Board of Canada Travel Directive (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) and current government rates are listed on the Accommodation and Car Rental Directory ([Page **41** of **80**](http://rehelv-</p></div><div data-bbox=)

acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx). Invoices for accommodation or car rentals must include receipts.

4.0 Project Schedule

4.1 *Expected Start and Completion Dates*

The period for placing call-ups against any resulting Standing Offer will be a maximum of three (3) years from the date a Standing Offer is authorized by F&OC. The Standing Offer will initially be awarded for a one year period and may be extended for two more years. Call-ups will not be made for services beyond the three year period. A maximum of five companies will be accepted on the Standing Offer.

Consultants may invoice on a monthly basis, provided the following terms are met:

- A maximum of 60% of the total project budget may be invoiced before the consultant submits the draft deliverables.
- A maximum of 80% of the total project budget may be invoiced before the consultant submits the final deliverables

Each individual call-up will specify the deliverable date and specific scope of work.

4.2 *Schedule and Estimated Level of Effort (Work Breakdown Structure)*

Listed below are the minimum milestones to be included in the proposal for each individual call-up.

- [date] – project kickoff meeting.
- [date] – all relevant reports and data to be forwarded to contractor.
- [date] – draft problem formulation report to be submitted to ROEC for review.
- [date] – draft sampling plan report to be submitted to ROEC for review.
- [date] – draft report to be submitted to ROEC for review.
- [date] – comments on the draft report to be forwarded to the contractor.
- [date] – final report to be submitted to ROEC.

5.0 Required Resources or Types of Roles to Be Performed

Technical Proposal

The personnel submitted on this proposal must be available for work in 2015-2016 and up to 2018-2019 in the event the standing offer is renewed for its two

optional years. In the event any of the key personnel listed in the proposal are no longer employed at the company that was awarded the standing offer, the company must submit in writing to the contracting authority replacement personnel within 3 months of the key personnel leaving. The replacement personnel will be evaluated using the same technical criteria. In the event a suitable replacement is not identified for that company a new call-up may not be issued for that particular service until appropriate replacement personnel are identified.

Personnel can be proposed in a maximum of two categories. For example, one person can be proposed for the Project Manager and the Risk Communicator categories. One exception to this allowance is in the Human Health and Ecological (Terrestrial or Aquatic) Risk Assessor categories. The person listed in the Human Health Risk Assessor category cannot be the same person as proposed for the Ecological Risk Assessor categories (Terrestrial or Aquatic). For auxiliary personnel, replacement personnel are to meet the minimum requirements as set out in the proposal and pass technical evaluation; billing rates remain the same.

It is F&OC's preference to have separate individuals in each of the positions so that firms can maintain a high level of capacity.

6.0 Applicable Documents and Glossary

6.1 *Applicable Documents*

6.2 *Relevant Terms, Acronyms and Glossaries*

ACM	Asbestos Containing Materials
AEC	Areas of Environmental Concern
AIA	Archaeological Impact Assessment
AOA	Archaeological Overview Assessment
APEC	Area of Potential Environmental Concern
ASCS	Aquatic Sites Classification System
ASTM	American Society for Testing and Materials
AVS & SEM	Acid Volatile Sulphides and Simultaneously Extracted Metals
BC	British Columbia
BC MOE	BC Ministry of the Environment
BC CDC	BC Conservation Data Centre
BETX	Benzene, Ethylbenzene, Toluene & Xylenes
CCA	Chromated copper arsenate
CCG	Canadian Coast Guard
CCME	Canadian Council of Ministers of the Environment
COD	Chemical Oxygen Demand

CSA	Canadian Standards Association
CSM	Conceptual Site Model
CSR	Contaminated Sites Regulation
DFRP	Directory of Federal Real Property
DNAPL	Dense Non-Aqueous Phase Liquids
dpi	Dots per Inch
EHP	Environmental Health Perspectives
EMP	Environmental Management Plan
EPH	Extractable Petroleum Hydrocarbons
ERIS	Eco Log Environmental Risk Information System
ESA	Environmental Site Assessment
FCSAP	Federal Contaminated Sites Action Plan
FCSI	Federal Contaminated Sites Inventory
DFO	Fisheries and Oceans Canada
DGPS	Differential Global Positioning System
GPS	Global Positioning System
HBM	Hazardous Building Materials
HWR	Hazardous Waste Regulation
ISQG	Interim Sediment Quality Guideline
JHA	Job Hazard Analyses
LNAPL	Light Non-Aqueous Phase Liquids
LTSA	Land Title and Survey Authority of British Columbia
MCFR	Management of Contaminated Fisheries Regulations
NAPL	Non-Aqueous Phase Liquids
NCSCS	National Classification System for Contaminated Sites
PAHs	Polycyclic Aromatic Hydrocarbons
PCBs	Polychlorinated Biphenyls
PCOC	Potential Contaminant of Concern
PHCs	Petroleum Hydrocarbons
PID	Parcel Identifier
PIN	Parcel Identifier Number
PPE	Personal Protective Equipment
PSI	Preliminary Site Investigation
RBS	Risk-based Strategy
ROEC	Regional Office of Environmental Coordination
ROW	Right-of-Way
RPD	Relative Percent Differences
RPSS	Real Property Safety and Security
SAP	Sampling and Analysis Plans
SARA	Species at Risk Act
TDGR	Transportation of Dangerous Goods Regulation
TOC	Total Organic Carbon
TOR	Terms of Reference
UFFI	Urea Formaldehyde Foam Insulation
VOCs	Volatile Organic Compounds
XRF	X-ray Fluorescence

Regional Office of Environmental Coordination – Pacific Region – ROEC

Terms of Reference for Environmental Sampling

Document Control Number 2011-11-21 v1.2

The project manager and field technician(s) must be clear on the requirements and the inherent rules of each part of the naming convention. The following naming convention must be used for all environmental assessments and remediation work being completed on behalf of Fisheries & Oceans Canada. A property ID is required for all naming conventions. If the property ID is not provided, please contact *(to be provided on SO award)*.

1.0 Sample Naming Convention

1.1 Station ID

A **Station ID** is assigned to locations that recovery could be conducted more than once. This includes boreholes, monitoring wells, vapour probes and storm outfalls.

The Station ID is:

AAAAAAA-YYMM-NNN

AAAAAAA – The 7 digit Real Property and Technical Support Site ID (typically beginning with a PK or PS)

YY – The last 2 digits of the year the sample station location was created

MM – 2 numbers denoting the month the sample station location was created.

In the event a site visit falls at the end of a month and the field program continues to the next month, the initial month designator should be used for all sample stations.

nnn – 3 digits uniquely identifying the location taken during the same site visit.

All stations developed on the same site and the same visit will have the same “AAAAAAA-YYMM-” portions of their sample ID’s. It is then expected that the first sample location taken on a visit will have designator **001** for **nnn**, and each location thereafter is incremented by one (i.e. the next consecutive number).

1.2 Sample ID

The **Sample Name** is a unique identifier that uses *Site ID*, *Date*, *Media Type and Number* information to label all samples collected. The format of the Sample Name is:

AAAAAAA-YYMM-XXnnn

AAAAAAA – The 7 digit Real Property Safety and Security support Site ID.

YY – This 2 digit number represents the year the sample location was created.

MM – This 2 digit number denotes the month the sample location was created.

In the event a site visit falls at the end of a month and the field program continues to the next month, the initial month designator shall be used for all samples/locations.

XX – 2 letter code describing **media type** (refer to Table 1.0)

nnn – 3 digits uniquely identifying samples taken during the same site visit

All **Stations/Locations** developed on the same Site and during the same visit will have “AAAAAAA-YYMM-XXnnn” where Site ID and Date portions are the same for all locations. For locations where no recovery was found (e.g. sediment sampling), designate NR001 and subsequent numerical values and ensure field notes identify the media type.

1.3 Duplicate Samples

The last 3 digits of the sample duplicate ID (**nnn**) should be named using the 900-series, with the last two digits of **nnn** corresponding to the sample in which the duplicate was taken for.

1.4 Travel, Field and Equipment Blanks

The media type ‘SW’ ID used for all blank sample types. Further, the last 3 digits of the sample ID (**nnn**) should be named using the 800-series and field notes must identify what type of blank sample was collected.

1.5 Sample Summary Table

The report must include a table that clearly states the information from the sampling program.

Example:

Station ID	Sample ID	Date	Time	Media	C.O.C. #	Lab Group #	Lab Name	Sample Type

Note: **Sample Type** can be listed as the following: REGULAR, FIELD BLANK, TRAVEL BLANK, and DUPLICATE, etc.

Table 1.0 Sample Media Codes

Media ID	Sample Type
DW	Drinking Water
SW	Surface Water
GW	Ground Water
LW	Leachate Water
IW	Interstitial (Pore) Water
WW	Waste Water (Can Include Storm/Sanitary Sewer Water)
PT	Plant Tissue
AN	Animal Tissue
FE	Fecal Matter
SO	Soil
SE	Bottom Sediment
BM	Building Material (Treated Wood, Light Ballasts, Asbestos Containing Material)
PS	Paint Sample
AV	Air Vapour
AP	Air Particulates (Suspended Particulates)
SV	Soil Vapour
SD	Settled Particulates/Dust
IF	Influent
NR	No Recovery

Table 2.0 Example of Naming Convention

Three soil samples were taken from a borehole (Location #2) on June 30, 2002 at site “PK00471”. During the same trip (2 days later (July 2nd)), two groundwater samples were taken from the same borehole location (completed as a monitoring well). An additional duplicate sample is taken. At one location a sediment sample was attempted but there was no recovery. One tissue sample of berries was collected on the same date in June. One equipment blank was collected.

In addition, on August 15, 2003 (the following year), two more groundwater samples were collected from location #2 and Location #3 (both MWs).

Station ID	Sample ID	Description
PK00471-0206-002	PK00471-0206-SO001	Soil Sample 1
PK00471-0206-002	PK00471-0206-SO002	Soil Sample 2
PK00471-0206-002	PK00471-0206-SO902	Soil Sample 2 - DUPLICATE
	PK00471-0206-AN001	Tissue Sample
PK00471-0206-002	PK00471-0206-GW001	Ground Water Sample 1
PK00471-0206-002	PK00471-0206-SW801	Equipment Blank collected prior to collecting groundwater samples.
PK00471-0206-002	PK00471-0206-GW002	Ground Water Sample 2
PK00471-0206-002	PK00471-0206-GW902	Ground Water Sample 2 - DUPLICATE
	PH00471-0206-NR001	No Sediment Recovery
PK00471-0206--002	PK00471-0308-GW001	Ground Water Sample 3
PK00471-0206-003	PK00471-0308-GW002	Ground Water Sample 4

2.0 Lab Services

All analytical services should be billed directly to **Fisheries & Oceans Canada, ROEC-Pacific** with the Standing Offer Number quoted on the invoice. Only labs identified below should be selected for environmental analytical services unless previously approved by ROEC-Pacific. Prior to the sampling program, a cost estimate based on the F&OC Standing Offer rates should be provided so F&OC can issue a call-up against the Standing Offer. The lab rates are posted on the FTP site under F&OC lab price schedule. Bulk sample pricing are for more than 15 samples.

Table 3.0 Lab Standing Offer Numbers

Lab Name	Standing Offer Number
CARO Analytical Services	FP802-125001/C
Maxxam Analytics	FP802-125001/D
AGAT Laboratories	FP802-125001/E
ALS Environmental	FP802-125001/A
Exova	FP802-125001/B

2.1 Review Lab Invoices

Consultants are required to indicate on the Lab Chain of Custody Forms:

1. The Standing offer number
2. The PO Number for the lab includes the standing offer number (issued by DFO).
3. Indicate clearly that DFO will be paying the invoice and is the owner of the data

Consultants are to request a copy of the invoice, review to ensure the invoice is correct with respect to analysis completed and DFO rates, forward the approved invoice to DFO.

Consultants/contractors are to instruct the labs to send all lab outputs, including analytical reports (PDF), excel files, electronic data transfer files (EDT), and invoices (PDF) to the following email address: *(to be provided at SO award)*. In addition to the PDF copy, a hard copy of the invoice should be sent directly to F&OC ROEC-Pacific via regular mail at the following addresses:

<i>(to be provided at SO award)</i>	<i>(to be provided at SO award)</i>

Evaluation Criteria

Mandatory Criteria

1. Mandatory Requirements:

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration

	Mandatory Criteria	Meets? Yes/No
M1	1 Contaminated Sites Approved Professional for Risk Assessment (can be terrestrial or aquatic risk assessor or PM)	
M2	One R.P.Bio (aquatic or terrestrial BC or AB accepted) or one Board Certified Toxicologist (DABT)	

2. POINT RATED CRITERIA:

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bids MUST achieve a minimum score of 140/185 (75%) of the total score of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least 75% of a total score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

Note that partial scores will be awarded for technical criteria as appropriate for all categories except for auxiliary personnel.

Rated Technical Criteria

	Key Personnel for Risk Management Services (max points)	Scoring Grid	Minimum/Maximum Points	Cross-Reference to Proposal
R1	Project Manager 1) Minimum 8 years experience within the last 10 years managing contaminated sites projects (10) 2) Formal business or project management training (5)	8 points for 8 years 1 add'tl point for each year maximum 10 5 points for extensive external 3 points for internal corporate training	8/10 3/5	

	<p>3) Certified Project Management Professional (PMP) through the Project Management Institute (PMI) (5)</p> <p>4) Overall project management (budget, supervision of technical personnel, emphasis for multidisciplinary team *i.e., hydrogeology, aquatic risk, site assessment) (10)</p> <p>R1 Total 30 points maximum</p>	<p>5 points for PMP 3 points for PMP in training</p> <p>-10 points for complex project reference with 3 teams and budget >100K -or- 10 points for complex project in remote site >20K -8 points for remote site non complex -6 points non remote non-complex site</p>	<p>3/5</p> <p>6/10</p>	
R2	<p>Human Health Risk Assessor</p> <p>1) DABT certification or PhD in toxicology or related field (5)</p> <p>2) Minimum 8 years experience within the last 10 years conducting Human Health Risk Assessments under the BC CSR and for Federal Clients. (10)</p> <p>3) Experience developing guidance documents for BC Provincial Government and/or Federal Government Clients.</p> <p>4) Demonstrated experience in probabilistic and/or deterministic RA in a risk management framework, derivation of TRVs for Human Health, current soil vapor modeling and guidance, cancer amortization and current regulatory</p>	<p>5 points for DABT or PhD 3 points for M.Sc.</p> <p>3 points for 8 years 1 point for each year after that to a max of 10 total</p> <p>5 points for accepted documents recognized in the RA community</p> <p>10 – complex project with multiple COCs and pathways with TRV derivation, amortization and risk management planning</p> <p>8 points complex project using available screening</p>	<p>3/5</p> <p>3/10</p> <p>0/5</p> <p>6/10</p>	

	guidance, risk management planning. (10)	criteria 6 points non-complex with multimedia exposures		
	R2 Total 30 points maximum			
R3	Ecological Risk Assessor - Aquatic 1) R.P.Bio Certification or M.Sc or PhD in relevant field. (5) 2) Minimum 8 years experience within the last 10 years conducting Aquatic Ecological Risk Assessments under the BC CSR and for Federal Clients. (10) 3) Experience developing guidance documents for BC Provincial Government and/or Federal Government Clients.(5) 4) Experience conducting aquatic risk assessment, food chain modeling, derivation of TRVs for aquatic risk assessment, field collection of sediment, pore water, and tissue, triad analysis, risk management planning.(10)	5 points RPBio or PhD 4 points M.Sc. 6 points for 8 years 1 point for each year after that to a max of 10 total 5 points for any aquatic document recognized by RA community federally or BC provincial 1 point for each criteria listed	4/5 6/10 0/10 0/10	
	R3 Total points 30 maximum			
R4	Ecological Risk Assessor – Terrestrial 1) R.P.Bio Certification or M.Sc or PhD in relevant field (5) 2) Minimum 8 years experience within the last 10 years conducting Terrestrial Ecological Risk Assessments under the BC CSR and for Federal Clients. (10)	5 points RPBio or PhD 4 points M.Sc. 6 points for 8 years 1 point for each year after that to a max of 10 total	4/5 6/10	

	<p>3) Experience developing guidance documents for BC Provincial Government and/or Federal Government Clients. (5)</p> <p>4) Experience conducting terrestrial risk assessment, food chain modeling, derivation of TRVs for terrestrial risk assessment, fugacity modeling, field collection of tissue, risk management planning. (10)</p> <p>R4 Total points 30 maximum</p>	<p>5 points for any terrestrial document recognized by RA community federally or BC provincial related to terrestrial ERA</p> <p>Point for each criteria listed max 10</p>	<p>0/5</p> <p>0/10</p>	
R5	<p>Senior Engineer or Scientist</p> <p>1) Professional Designation and education relevant to contaminated sites work.(5)</p> <p>2) Experience preparing remedial options analysis, use of standard and innovative remediation technology, utilization of RA in forming remediation plan, development of risk management, working with a multidisciplinary team. (10)</p> <p>3) Minimum 8 years experience within the last 12 years practicing contaminated sites science under the BC CSR and for Federal Clients. (10)</p> <p>R5 Total points 25 maximum</p>	<p>5 points R.PBio, P.Eng, P.Ag,</p> <p>10 points complex remote site RAP and implementation multi disciplinary team</p> <p>8 points complex non remote site RAP design and implementation</p> <p>5 points non-complex</p> <p>6 points for 8 years</p> <p>1 point for each year after that up to 9 years</p> <p>1 bonus point for BC provincial or federal government experience</p>	<p>5/5</p> <p>5/10</p> <p>6/10</p>	

R6	Field technician 1) Technical Diploma or Degree (5) 2) Three years field work experience (5) 3) Field experience collecting: soil, groundwater, porewater, soil vapour, sediment for chemistry, sediment for toxicity testing, tissue, indoor air, hazardous building materials, surface water (10)	5 points for degree 3 points for 3 years 1 point for each additional year 1 point for each media collected	0/10	
	R6 Total score 20 maximum			
R7	Auxiliary Personnel These positions must meet minimum requirements. If minimum requirements are not met they will be evaluated on price only. For example if you do not have a person qualified they will score a 0 but will still be included in the financial proposal if the minimum score for the technical proposal has been obtained. 1) Intermediate Engineer (5 years and engineering degree) (5) 2) Intermediate Risk Assessor (5 years and undergrad degree) (5) 3) GIS Analyst (Diploma or Degree and 3 years experience)(5) 4) Risk communicator (experience developing risk communication and public outreach plans)(this person can be another staff member already listed) (5)	5 points for 5 years 0 less than 5 5 points for 5 years 0 for less than 5 2 points for diploma or degree 1 point for each year experience 5 points for listing a communication or outreach plan implemented	0/5 0/5 3/5 0/5	
	R7 Total score 20 maximum			
	Total	185	140/185	

Financial Proposal

The financial proposal will be opened for contractors demonstrating they meet the mandatory requirements and those with a minimum technical score of 140/185. The financial proposal will be evaluated for a maximum score of 30 points. The lowest blended rate will receive a score of 30. Other companies will be pro-rated in accordance with the formula in the Basis of Selection.

Financial Proposal Evaluation:

Rates as offered per year will remain fixed during the course of the Standing Offer. Increases in hourly rates will not be permitted during that Standing Offer period.

Initial Period: Date of Award to 31 October 2016

Position and Name		Key Personnel Hourly		
Position A	Name of Resource B	Rate C	% D	Blended Rate E = (C x D)
Project Manager		\$	0.15	\$
Human Health Risk Assessor		\$	0.15	\$
Aquatic Ecological Risk Assessor		\$	0.15	\$
Terrestrial Ecological Risk Assessor		\$	0.15	\$
Senior Engineer or Scientist		\$	0.10	\$
Field Staff		\$	0.05	\$
Intermediate Risk Assessor		\$	0.05	\$
Intermediate engineer		\$	0.10	\$
Risk Communicator		\$	0.05	\$
GIS Analyst		\$	0.05	\$
Total Blended Rate Initial Period		E= \$ _____ (GST/HST Extra)		

Option Year One: 1 November 2016 to 31 October 2017

Position and Name		Key Personnel Hourly Rates		
Position	Name of Resource	Rate	%	Blended Rate
A	B	C	D	E = (C x D)
Project Manager		\$	0.15	\$
Human Health Risk Assessor		\$	0.15	\$
Aquatic Ecological Risk Assessor		\$	0.15	\$
Terrestrial Ecological Risk Assessor		\$	0.15	\$
Senior Engineer or Scientist		\$	0.10	\$
Field Staff		\$	0.10	\$
Intermediate Risk Assessor		\$	0.05	\$
Intermediate Engineer/Scientist		\$	0.05	\$
Field Staff				
Risk Communicator		\$	0.05	\$
GIS Analyst		\$	0.05	\$
Total Blended Rate Option Year One		E= \$_____ (GST/HST Extra)		

Option Year Two: 1 November 2017 to 31 October 2018

Position and Name		Key Personnel Hourly Rates		
Position	Name of Resource	Rate	%	Blended Rate
A	B	C	D	E = (C x D)
Project Manager		\$	0.15	\$
Human Health Risk Assessor		\$	0.15	\$
Aquatic Ecological Risk Assessor		\$	0.15	\$
Terrestrial Ecological Risk Assessor		\$	0.15	\$
Senior Engineer or Scientist		\$	0.10	\$
Field staff		\$	0.10	\$
Intermediate Risk Assessor		\$	0.05	\$
Intermediate Engineer/Scientist		\$	0.05	\$
Risk Communicator		\$	0.05	\$
GIS Analyst		\$	0.05	\$
Total Blended Rate Option Year Two		E= \$_____ (GST/HST Extra)		

Total Price for Evaluation Purposes:

Total Blended Rate Initial Period \$_____
+
Total Blended Rate Option Year One \$_____
+
Total Blended Rate Option Year Two \$_____

= \$_____
Total Financial Bid, GST/HST Extra

BASIS OF SELECTION

Highest Compliant Combined Rating of Technical Merit and Price

It is understood by the parties submitting proposals that, to qualify, bidders must meet the minimum scores (75%) identified for the point-rated criteria. The contract will be awarded based on a determination of best value taking into account the technical merit of the proposals and price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at 70% of the bid, and financial proposal at 30%.

Contractor Ranking

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

Technical: 70% Price: 30%

$$\text{Technical Score} = \frac{\text{Bidder's Points}}{\text{Maximum Points}} \times 70$$

$$\text{Price Score} = \frac{\text{Lowest Bid}}{\text{Bidder's Price}} \times 30$$

$$\text{Total Score} = \text{Technical Score} + \text{Price Score}$$

The standing offer will be awarded to the top five scores.

TECHNICAL AND FINANCIAL EVALUATION SUBMISSION FORMS

The following forms should be used to prepare the submission for the technical and financial component. Only the forms provided should be submitted as the technical proposal and a maximum of two pages per team member is required (with the exception of auxiliary personnel). Space is limited in order to streamline the evaluation process. The technical proposal should be submitted in one file clearly labeled "Technical Proposal" Submitted by "ABC Consulting". The financial proposal should be submitted in a second file clearly labeled "Financial Proposal" Submitted by "ABC Consulting".

APPENDIX to Technical Proposal

Statement of Qualifications

Corporate Profile 1	
Name	
Address	
Business Number(s)	
If submitted as a joint venture or partnership, provide details on which person works for which company. And identify the company who will be listed on the Call-up.	M1
Corporate Summary	
Identify how your company meets the mandatory requirements M1 – One CSAP approved roster professional for risk assessment in good standing (include name and Roster link) M2- One R.P.Bio (BC or AB) or DABT member in good standing. (include name and link or certification)	
Summary should include work completed for the Federal Government and also highlight work done under the BC Contaminated Sites Regulation. 	
Submission Contact Name, Telephone, Email Address	
Signed by authorized personnel :	

1 This profile page will be used to provide general company information but will only be used to demonstrate the mandatory requirements M1 and M2. The rest of the information will not be formally used in the technical or financial proposal evaluation. It is requested that a submitters only highlight corporate experience in how it relates to Fisheries and Oceans Canada or to work done for other Federal Departments. A large statement of qualifications is not required as the emphasis of this standing offer is on the individuals proposed not the company experience.

Position	Proposed Project Manager	
Name		
Demonstrate Experience in		
1) Minimum 8 years experience within the last 10 years managing contaminated sites projects list company/agency and years		
2) Formal Business or Project Management Training		
3) Certification of PMP with the PMI		
4) Project Experience		
Project Name		
Project Summary and PM role		
Project Budget		
Client Reference	Name	Contact Information

Project 2 for Project Manager		
Project Name		
Project Summary and PM role		
Project Budget		
Client Reference	Name	Contact Information

Position	Human Health Risk Assessor	
Name		
Credentials		
1) Relevant Education /Certification		
2) Minimum 8 years experience within the last 10 years conducting Human Health Risk Assessments under the BC CSR and for Federal Clients – list dates client or company/agency		
3) Project Experience for preparation of guidance documents for BC and/or federal government related to human health – name title, date of documentation and primary role		
4) Demonstrated experience in probabilistic and/or deterministic RA in a risk management framework, derivation of TRVs for Human Health, current soil vapor modeling and guidance, cancer amortization and current regulatory guidance, risk management planning. (demonstrate in 2 projects listed below)		
Project 1 for Human Health Risk Assessor		
Project Name		
Project Summary and RA role		
Project Budget		
Client Reference	Name	Contact Information

Project 2 for Human Health Risk Assessor		
Project Name		
Project Summary and RA role		
Project Budget		
Client Reference	Name	Contact Information

Position	Ecological Risk Assessor - Aquatic	
Name		
Credentials		
1) Relevant Education and Certification (5)		
2) Minimum 8 years experience within the last 10 years conducting Aquatic Ecological Risk Assessments under the BC CSR and for Federal Clients identify dates and agency/company (10)		
3) Project Experience for preparation of guidance documents for BC and/or federal government related to aquatic ecological risk assessment (5)		
4) Experience conducting aquatic risk assessment, food chain modeling, derivation of TRVs for aquatic risk assessment, fugacity modeling, field collection of tissue or other biota related to conceptual site model, risk management planning. (10)		
Project 1 for Aquatic Ecological Risk Assessor		
Project Name		
Project Summary and RA role		
Project Budget		
Client Reference	Name	Contact Information

Project 2 for Aquatic Ecological Risk Assessor		
Project Name		
Project Summary and RA role		
Project Budget		
Client Reference	Name	Contact Information

Position	Ecological Risk Assessor - Terrestrial	
Name		
Credentials		
1) Relevant Education and Certification (5)		
2) Minimum 8 years experience within the last 10 years conducting Aquatic Ecological Risk Assessments under the BC CSR and for Federal Clients identify dates and agency/company (10)		
3) Project Experience for preparation of guidance documents for BC and/or federal government related to terrestrial ecological risk assessment (5)		
4) Experience conducting terrestrial risk assessment, food chain modeling, derivation of TRVs for terrestrial risk assessment, fugacity modeling, field collection of tissue or other biota related to conceptual site model, risk management planning. (10)		
Project 1 for Terrestrial Ecological Risk Assessor		
Project Name		
Project Summary and RA role		
Project Budget		
Client Reference	Name	Contact Information

Project 2 for Terrestrial Ecological Risk Assessor		
Project Name		
Project Summary and RA role		
Project Budget		
Client Reference	Name	Contact Information

Position	Senior Engineer or Scientist	
Name		
Credentials		
1) Professional Designation and education relevant to contaminated sites work.(5)		
2) Minimum 8 years experience within the last 12 years practicing contaminated sites science under the BC CSR and for Federal Clients. (10) List dates, client or company/agency		
3) Experience preparing remedial options analysis,, use of standard and innovative remediation technology, utilization of RA in forming remediation plan, development of risk management, working with a multidisciplinary team. (10)		
Project 1 for Senior Engineer or Scientist (should be a project with significant RA or RM component)		
Project Name		
Project Summary and role		
Project Budget		
Client Reference	Name	Contact Information

Project 2 for Senior Engineer or Scientist (should include a physical remediation component and/or development of remedial options analysis)		
Project Name		
Project Summary and role		
Project Budget		
Client Reference	Name	Contact Information

Position	Field staff	
Name		
Credentials		
1) Technical Diploma or Degree (5)	1) Technical Diploma or Degree (5) 2) Three years field work experience (5) 3) Field experience collecting: soil, groundwater, porewater, soil vapour, sediment for chemistry, sediment for toxicity testing, tissue, indoor air, hazardous building materials, surface water (10)	
2) Three years field work experience (5)		
3) Field experience collecting: soil, groundwater, porewater, soil vapour, sediment for chemistry, sediment for toxicity testing, tissue, indoor air, hazardous building materials, surface water (10)		
Provide details on how you meet the experience in criteria 3. General information regarding sample size/ location and dates is acceptable for example DFO/2013/Egg Island Tissue Sampling N= ~10		
Client/Year/Location	Media Collected and apx Sample Size	
	Soil N=	
	Groundwater N=	
	Porewater N=	
	Soil vapour N=	
	Sediment for chemistry N=	
	Sediment for toxicity testing N=	
	Tissue sampling N=	
	Indoor air N=	
	Surface water N=	
	Other?	

Position		Auxillary staff
Name	Position	Qualifications and brief experience (5 points each position)
1)	Intermediate Engineer/Scientist Minimum 5 years experience	
2)	Intermediate Risk Assessor Minimum 5 years experience	
3)	GIS Analyst Diploma or Degree and minimum 3 years experience	

4)	Risk Communicator Experience developing risk communication and public outreach plans	
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***Note: References are requested to validate information provided and may be contacted.**

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

- ☐ A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

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

OR

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

INSURANCE CONDITIONS SERVICE CONTRACTS

The Vendor shall, at the Vendor's own expense, provide and maintain insurance as indicated hereunder:

1. Definitions

1.1. "Contract" means "Purchase Order".

1.2. "Buyer" means those departmental organizations or persons who have been given the responsibility for the contracting process within the Department.

2. Indemnification

The issuance coverage required by the provisions of these Insurance Conditions shall in no way limit the Vendor's responsibility under the indemnification section of the General Conditions of the contract. Any additional coverage the Vendor may deem necessary to fulfill obligations under the indemnity section shall be at the Vendor's own discretion and expense.

3. Period of Insurance

The insurance coverage shall be in effect from the date of contract award and shall be maintained until the contract work is completed.

4. Proof of Insurance

Within fourteen (14) days after acceptance of the Vendor's tender, the Vendor shall deposit with the Buyer, a Certificate of Insurance or certified true copies of all contracts of insurance maintained by the Vendor pursuant to the requirements of these Insurance Conditions.

5. Notification

Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given to Her Majesty in the event of any material change in, cancellation of, or expiration of coverage.

6. Insured

Each insurance policy shall insure the Vendor, and shall include as an Additional Named Insured, Her Majesty the Queen in right of Canada as represented by the Minister of Fisheries and Oceans.

7. Payment of deductible

The amount of the deductible, if any, shall be borne by the Vendor.

8. Public Liability and Property Damage Insurance

- 8.1. The Vendor shall, concurrently with the execution of this contract, place and maintain at all times during the execution of the work covered by this contract, sufficient public liability and property damage insurance against personal injury and loss or damage to the property so as to fully cover the Vendor's liability to any firm, person, association, or corporation, resulting from or attributable to the execution of the work.

The Minimum Acceptable Amount is \$1,000,000.00.

- 8.2. The policy shall be issued with a deductible amount of not more than \$500.00 per occurrence applying to property damage claims only.

9. Third party liability for vehicles and equipment owned, leased, used or operated by the Vendor

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to include third party liability insurance for vehicles and equipment owned, leased, used or operated by the Vendor.

Minimum acceptable amount is \$1,000,000.00.

10. Tenants Legal Liability Insurance (where applicable)

The Vendor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Vendor's care, custody and control in a **minimum amount of \$500,000.00.**

OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT

10 Crown to Own Copyright

10.0 Copyright

10.1 In this section,

“Material” means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

“Moral Rights” has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42.

10.2 Copyright in the Material shall vest in Canada and the Contractor shall incorporate in all Material the copyright symbol and either of the following notices, as appropriate:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

10.3 At the completion of the Contract, or at such other time as the Contract or the Minister may require, the Contractor shall fully and promptly disclose to the Minister all Material created or developed under the Contract.

10.4 Where copyright in any Material vests in Canada under the Contract, the Contractor shall execute such conveyances and other documents relating to title or copyright as the Minister may require.

10.5 The Contractor shall not use, copy, divulge or publish any Material except as is necessary to perform the Contract.

10.6 At the request of the Minister, the Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of Moral Rights, in a form acceptable to the Minister, from every author that contributed to the Material.

10.7 If the Contractor is an author of the Material, the Contractor hereby permanently waives the Contractor's Moral Rights in respect of the Material.

CERTIFICATIONS

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

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

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

11. Certifications Precedent to Contract Award

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

11.1 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) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

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

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before

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

11.2 Additional Certifications Precedent to Contract Award

11.2.1 Status and Availability of Resources

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

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

11.2.2 Education and Experience

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

11.3 FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory