	-				
Fisheries and Oceans Pêches et Océans Canada	<b>Title – Sujet</b> Services for Phase Site Assessment	Date March 22, 2016			
RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:		Solicitation No. – Nº de l'invitation			
Bid Receiving/Réception des sousmissions	Client Reference I F1700-150041	No No. de référen	ce du clie	nt	
Procurement Hub   Centre d'approvisionnement Fisheries and Oceans Canada   Pêches et Océans Canada 301 Bishop Drive   301 promenade Bishop Fredericton, NB E3C 2M6	Solicitation Close At /à : 2:00 P.M. A	<b>s – L'invitation prer</b> T (Atlantic Time)	nd fin		
Email - courriel: <u>DFOtenders-soumissionsMPO@dfo-</u> mpo.gc.ca	<b>On / le :</b> Monday, N	May 2, 2016			
REQUEST FOR STANDING OFFER					
<b>DEMANDE D'OFFRES À COMMANDES (DOC)</b> Proposal to: Fisheries and Oceans Canada	<b>F.O.B. – F.A.B</b> Destination	<b>GST – TPS</b> See herein — Voir inclus		Duty – Droits See herein — Voir ci-inclus	
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein	services	Destination of Goods and Services – Destinations des biens et			
or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.	Instructions See herein — Voir ci-inclus				
Proposition aux : Pêches et Océans Canada	Address Inquiries to – Adresser toute demande de renseignements à Cathi Harris, A/Team Lead – Contracting Services, Procurement Hub -				
Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux	Fredericton Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca				
appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci- annexée, au(x) prix indiqué(s).	<b>Delivery Required</b> <b>Livraison exigée</b> See herein — Voir		Delivery ( Livraison	Offered – proposée	
Comments: - Commentaries :		dress and Represer u fournisseur/de l'er		Nom du vendeur, adresse ur:	
	Telephone No. – N	No. de téléphone	Facsimile	No. – No. de télécopieur	
	Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)				
	Signature		Date		
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File No. - N° du dossier F5211-150277 CCC No./N° CCC - FMS No./N° VME

# **REQUEST FOR STANDING OFFER (RFSO)**

# F5211-150277

# Services for Phase I, II, and III Environmental Site Assessment

# FISHERIES AND OCEANS CANADA

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#### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification and any other annexes

#### 1.2 Summary

This requirement is for the Department of Fisheries and Oceans (DFO).

Title: Standing Offer for Services for Phase I, II, and III Environmental Site Assessment

#### **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 environmental site assessment 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 Fisheries and Oceans Canada staff to prepare and implement the Federal Contaminated Sites Action Plan program for DFO for site assessment or parts thereof on an as needed basis.

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#### BACKGROUND

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 Fisheries and Oceans Canada on an as needed basis.

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 Fisheries and Oceans Canada.

#### PERIOD OF CONTRACT

The services are to be performed on an "as and when required" basis during the period from date of award to May 31, 2017 with two (2) optional periods of one (1) year.

#### ESTIMATED VALUE

The total cost to Her Majesty resulting from call-ups against all Standing Offers shall not exceed \$3,000,000.00, HST included for the entire period totalling all standing offers issued including option years.

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

#### TRADE AGREEMENTS

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

#### FEDERAL CONTRACTORS PROGRAM

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the Annex 1 to Part 5 entitled <u>Federal Contractors Program for Employment Equity - Certification</u>.

#### 1.3 Debriefings

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

#### **PART 2 - OFFEROR INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

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

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Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

The <u>2006</u>\_(2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days Insert: 180 days

#### 2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Standing Offers.

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

#### 2.3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration</u> <u>Act</u> 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.

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

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?YES ()NO ()

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

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

By providing this information, Offerors agree that the successful Offeror'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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES() NO()** 

If so, the Offeror must provide the following information:

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

Signature

Date

#### 2.4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 15 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### 2.5. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

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

### **PART 3 - OFFER PREPARATION INSTRUCTIONS**

#### 3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

- Section I: Technical Bid (1 hard copy OR 1 soft copy in PDF format)
- Section II: Financial Bid (1 hard copy OR 1 soft copy in PDF format)
- Section III: Certifications (1 hard copy OR 1 soft copy in PDF format)
- Section IV: Additional Information (2 hard copies OR 1 soft copy in PDF format))

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails).

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

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

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

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

#### Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex 1 to Part 4. The total amount of Applicable Taxes must be shown separately.

#### 3.1.1 Payment by Credit Card

Canada requests that Offerors complete one of the following:

(a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted: Master Card \_\_\_\_\_

(b) ( ) Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

#### 3.1.2 Exchange Rate Fluctuation

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

#### Section III: Certifications

Offerors must submit the certifications required under Part 5.

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

#### 4.1 Evaluation Procedures

(a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.

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(b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

**4.1.1.1 Mandatory Technical Criteria** Attached at Annex 1 to Part 4

# **4.1.1.2 Point Rated Technical Criteria** Attached at Annex 1 to Part 4

### 4.1.2 Financial Evaluation

4.1.2.1 Financial Evaluation Criteria

Attached at Annex 1 to Part 4

SACC Manual Clause M0222T (2016-01-28), Evaluation of Price

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

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 120 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 160 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder		
	Bidder 1	Bidder 2	Bidder 3	
<b>Overall Technical Score</b>	115/135	89/135	92/135	
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00	
Calculations				
Technical Merit Score	115/135 x 60 = 51.11	89/135 x 60 = 39.56	92/135 x 60 = 40.89	
Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00	
Combined Rating	83.84	75.56	80.89	
Overall Rating	1st	3rd	2nd	

## ANNEX 1 TO PART 4 – EVALUATION CRITERIA

# **EVALUATION CRITERIA**

The criteria listed in Table 4-1 will be used to evaluate the technical proposal. Do not include backup or alternate personnel in the submission as they will not be evaluated.

The personnel submitted on this proposal must be available for work for the duration of the Standing Offer. In the event of any of the key personnel listed in the proposal are no longer employed at the company that was awarded a 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 to that company may not be issued for that particular service category until appropriate replacement personnel are identified.

It is required that a separate qualified candidate for each category be included in the proposal with two exceptions:

- 1. A person proposed for the Project Manager category may also be proposed for one other category and the same rate proposed for both categories (e.g. the Project Manager may also be a Senior Engineer);
- 2. A person proposed for the Draftsperson category may also be proposed for the GIS analyst category.

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.

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## Technical Proposal

A minimum score of 120/160 on the technical proposal is required to be considered for the financial to be evaluated.

Partial scores will be awarded for technical criteria as appropriate for all categories except for auxiliary personnel.

Further, when a minimum number of years of experience is required for a category, this is intended to be the number of years employed doing technical work. We will rely on personal judgment of gaps of time such as medical leave as what a reasonable person would consider a working year. This experience is not audited and we are relying on good judgment; however if it is later determined that minimum number of years has not been met, F&OC reserves the right to re-score the submission.

# Please do not append CV's or corporate brochures to the submission as they will not be evaluated.

## Financial Proposal

The financial proposal will be opened for contractors qualifying with a minimum technical score. The financial proposal will be evaluated for a maximum score of 40 points. Other companies will be pro-rated against these scores.

Table 4-1 identifies the technical proposal evaluation criteria and Table 4-2 outlines the financial proposal evaluation criteria.

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# **Table 4-1 Technical Proposal Evaluation**

Key Personnel for Site Assessment Services	Point Range	Min/max Points	Cross Reference to Proposal
R1 -Project Manager 1) Minimum 8 years direct experience within the last 10 years managing contaminated sites projects (federal <u>and</u> BC provincial)	8 yrs = 2 9 yrs = 3 10 yrs = 4 11 yrs = 5	2/5	
2) Formal business or project management training	PMP=5 PMP in training =3 Other training >40 hours =1	1/5	
3) Overall project management experience (managing budget, schedule, supervision of technical staff, multidisciplinary team, report preparation)	Federal Project >100K 3 different teams within the last 5 years = 10 Federal Project >50 K remote site access within 5 years =8 BC Provincial project >100K with 3 different teams =8 BC Provincial >50K with remote site access within 5 years =8 BC/Federal project<50 K remote = 6 BC/Federal project < 50 K non remote =4	4/10	
		Total - 20	

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Key Personnel for Site Assessment Services	Point Range	Min/max Points	Cross Reference to Proposal
R2 -Senior Engineer or Scientist			
1 1) Minimum 10 years direct experience within the last 12 years conducting contaminated sites work (federal and provincial)	10 yrs = 2 11 yrs = 3 12 yrs = 4 13 yrs = 5	2/5	
2) Professional Designation (BC) relevant to contaminated sites	P.Eng, P.Geo, P.Ag, R.P.Bio = 5	0/5	
3) Certified Standards Assessment Specialist with the Contaminated Sites Approved Professional Society	Certified = 5	0/5	
4) Experience preparing site assessments, completing senior technical review, working with a multidisciplinary team, remedial option evaluation, remedial design and implementation within the last five years within BC or for a Federal Client	<ol> <li>Point Senior Tech review</li> <li>Point Preparation of reports</li> <li>Point for preparation of remedial option evaluation</li> <li>Points for implementation of remedial design in remote site</li> </ol>	0/5	
		Total - 20	

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Key Personnel for Site Assessment Services	Point Range	Min/max Points	Cross Reference to Proposal
		FOILIS	Froposal
R3 -Senior Engineer or Scientist			
2	10.000	2/5	
1) Minimum 10 years direct experience	10 yrs = 2 11 yrs = 3	2/5	
within the last 12	12  yrs = 3		
years conducting	12  yrs = 4 13 yrs = 5		
contaminated sites	10 yrs = 0		
work (federal and			
provincial)			
provincial			
2) Professional			
Designation (BC)	P.Eng, P.Geo, P.Ag,	0/5	
relevant to	R.P.Bio = 5		
contaminated sites			
3) Experience	1 Point Senior Tech	0/5	
preparing site	review		
assessments,			
completing senior	1 Point Preparation of		
technical review,	reports		
working with a			
multidisciplinary team,	1 Point for		
remedial option	preparation of		
evaluation, remedial	remedial option		
design and	evaluation		
implementation for sites with an aquatic	2 Points for		
component (e.g. a	implementation of		
waterlot or a site	remedial design for		
located on a	an aquatic site		
foreshore)			
		Total - 15	

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Key Personnel for Site Assessment Services	Point Range	Min/max Points	Cross Reference to Proposal
R4 - Hydrogeologist			
1) Minimum 10 years of direct contaminated sites experience and knowledge of hydrogeological conditions in British Columbia	10 yrs = 2 11yrs = 3 12 yrs = 4 13 yrs = 5	2/5	
2) Graduate degree related to hydrogeology	M.Sc. = 4 PhD= 5	4/5	
3) Demonstrate knowledge in modeling, providing input on plume mapping, contaminant fate and transport, degradation potential, overall understanding of hydrogeological site conditions and how they affect site characterization	Primary author for major project budget >20K for hydro work including modelling within 5 years for Federal or BC client=10 Primary author for minor hydro work <20K including modelling for Federal or BC client = 8 Primary author for minor hydro work <20K including modelling for non Federal client = 6	4/10	
	Non primary author of hydrogeological assessment =4		
		Total - 20	

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File No. - N° du dossier F5211-150277

Key Personnel for Site Assessment Services	Point Range	Min/max Points	Cross Reference to Proposal
R5 - Intermediate Engineer or Scientist			
<ol> <li>Minimum 8 years direct experience conducting site assessments for federal <u>and</u> provincial clients</li> </ol>	8 yrs = 2 9 yrs = 3 10 yrs = 4 11 yrs = 5	2/5	
2) Professional Designation (BC) relevant to contaminated sites	P.Eng, P.Geo, P.Ag, R.P.Bio = 5 In training =2	2/5	
3) Demonstrated experience conducting intrusive assessments at sites with multiple operations with environmental concerns, sites with waterlots, sites requiring various drilling methods, sites requiring hydrogeological testing, working on remote sites (including boat, helicopter and/or small plane travel)	List 2 uplands projects, 2 aquatic projects with 1 point for remote within last 5 years	0/5	
		Total - 15	

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

File No. - N° du dossier F5211-150277

Key Personnel for Site Assessment Services	Point Range	Min/max Points	Cross Reference to Proposal
R6 - Phase 1 Specialist		Foints	
1) Minimum 8 years direct experience conducting Phase 1 Environmental Site	8 yrs = 2 9 yrs = 3 10 yrs = 4 11 yrs = 5	5	
Assessment for federal clients and Stage 1 Preliminary Site Investigations for provincial clients			
3) Professional Designation (BC) relevant to contaminated sites	P.Eng, P.Geo, P.Ag, R.P.Bio = 5	0/5	
3) Demonstrated experience working on remote sites (including boat, helicopter and/or	10 projects with remote site access within 5 years = 8	3/10	
small plane travel) and at sites with an aquatic component	6-8 projects remote site access=6		
(i.e. waterlot)	0-6 non remote sites=3		
	2 points for a waterlot site		
		Total - 20	

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

File No. - N° du dossier F5211-150277

Key Personnel for Site Assessment Services	Point Range	Min/max Points	Cross Reference to Proposal
R7 - Field Staff 1) Diploma or Degree and 4 years of demonstrated contaminated sites experience	Diploma or Degree and 4 years experience	0/5	
2) Demonstrated experience working on remote sites including boat, helicopter and/or small plane travel	6 sites remote within last 5 years = 6 3 remote sites within last 5 years = 3 1 remote site = 1 point	1/6	
3) Demonstrated experience in sampling multiple media – soil, groundwater, surface water, indoor air, soil vapour, sediment, animal tissue, vegetation	1 point for each media	0/8	
		Total - 19	

Buyer ID - Id de l'acheteur

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Key Personnel for Site Assessment Services	Point Range	Min/max Points	Cross Reference to Proposal
R8 - Intermediate Biologist of Scientist (CEAA Specialist)			
1) Diploma or Degree (related to contaminated sites) and 4 years of demonstrated CEAA Experience	Diploma or Degree and four years experience	0/5	
2) Demonstrated experience completing screening type assessments and reviews under the CEAA 2012 framework and developing mitigation plans for potential impacts and monitoring	<ul> <li>4 points for primary author of assessment</li> <li>3 points to primary author for mitigation plans</li> <li>3 points for development or implementation of environmental monitoring plan</li> </ul>	10/10	
		Total - 15	

Buyer ID - Id de l'acheteur

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Key Personnel for Site Assessment Services	Point Range	Min/max Points	Cross Reference to Proposal
R9 - Auxiliary Personnel		FUIIIIS	Fioposai
R9 - 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.			
1) Draftsperson (Diploma or Degree and 4 years of demonstrated contaminated sites experience)		0/5	
2) GIS Analyst (Diploma or Degree and 4 years of demonstrated contaminated sites experience)		0/5	
		Total – 10	
	l	10101 - 10	

CCC No./N° CCC - FMS No./N° VME

## ANNEX 4-1 Technical Proposal

Ensure File or Envelope is labeled "Technical Proposal"	' Submitted by "INSERT	CORPORATE
NAME HERE"		

Corporate Profile	
Name	
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.	
	completed for the Federal Government and also
highlight work done under the B	C Contaminated Sites Regulation.
Submission Contact	
Signed by authorized	
agent for vendor:	

NOTE: The information above is not included in the scoring process

Position	Project Manager	
Name		
4) M <sup>1</sup>		
1) Minimum 8 yea		
Management Exp		
contaminated site		
provincial) List da		
years and employ		
2) Formal Busines		
Management Trai	ning/Certification	
3) Overall Project	Management skills -	demonstrated in Project Summaries below
Project 1	inanagement entite	
Project Name		
Project		
Summary and		
PM role,		
Location		
Location		
Project Budget		
Client	Name	Contact Information
Reference		
Reference		
Reference		
	Proiect 2	
Project Manager	Project 2	
Project Manager   Project Name	Project 2	
Project Manager I Project Name Project	Project 2	
Project Manager I Project Name Project Summary and	Project 2	
Project Manager Project Name Project Summary and PM role,	Project 2	
Project Manager I Project Name Project Summary and	Project 2	
Project Manager Project Name Project Summary and PM role,	Project 2	
Project Manager Project Name Project Summary and PM role,	Project 2	
Project Manager Project Name Project Summary and PM role,	Project 2	
Project Manager Project Name Project Summary and PM role,	Project 2	
Project Manager Project Name Project Summary and PM role,	Project 2	
Project Manager Project Name Project Summary and PM role,	Project 2	
Project Manager Project Name Project Summary and PM role,	Project 2	
Project Manager Project Name Project Summary and PM role, location	Project 2	
Project Manager Project Name Project Summary and PM role, location	Project 2	
Project Manager I Project Name Project Summary and PM role, location Project Budget (must be over	Project 2	
Project Manager I Project Name Project Summary and PM role, location Project Budget (must be over 50,000)		
Project Manager I Project Name Project Summary and PM role, location Project Budget (must be over 50,000) Client	Project 2	Contact Information
Project Manager I Project Name Project Summary and PM role, location Project Budget (must be over 50,000)		Contact Information

Position	Senior Engineer/Sc	ientist 1
Name		
1) Minimum 10 ye		
Assessment Expe		
contaminated site provincial)	es (federal and	
2) Professional D	esignation	
	tion for Standards	
,		
		- demonstrated in Project Summaries below
	Scientist 1 Project 1	
Project Name Project		
Summary and		
role		
Project Budget		
Client Reference	Name	Contact Information
Kelelelice		
Senior Engineer/S	Scientist 1 Project 2	1
Project Name		
Project		
Summary and role		
TOIE		
Project Budget		
Client	Name	Contact Information
Reference		

Position	Senior Engineer/S	Scientist 2		
Name				
1) Minimum 10 yea				
Assessment Expe				
contaminated site	s (federal and			
provincial)) 2) Professional De	eignation			
		e - demonstrate	d ir	n Project Summaries below
	cientist 2 Project 1		<u>u                                    </u>	
Project Content	Project Role (Sr.			Project Team
(Remedial	Principle Author)			(disciplines)
options				
evaluation or				
implementation				
Project Budget				
Client Reference	Name	Contact Inforn	nati	ion
Senior Engineer/S	cientist 2 Project 2	– Non aquatic s	site	
Project Content	Project Role (Sr.			roject Team (disciplines)
(Remedial	or Principle Author			,
options				
evaluation or				
implementation				
Project Budget			1	
Client Reference	Name	Contact Inform	nati	on

Position	Hydrogeologist	
Name		
1) Minimum 10 yea	ars contaminated	
sites experience a		
BC conditions		
2) Graduate Degre	e related to	
hydrogeology		
		ted in Project Summaries below
Hydrogeologist Pr		
Project Name	Identify types of mo	odelling employed and year of project
Project		
Summary and Role		
Role		
Project Budget		
Client Reference	Name	Contact Information
Hydrogeologist Pr		
Project Name	Identify types of mo	odelling employed and year of project
Project		
Summary role		
Drainat Budgat		
Project Budget Client Reference	Name	Contact Information
	INAILIE	Contact miormation

Position	Intermedia	ate Engine	er or Scientist
Name			
1) Minimum			
	d sites experi	ence	
(federal and			
2) Professio	nal Designatio	on	
3)Experience	e conducting	intrusive a	ssessment
Role and	Remote	Year	Drilling Method, Contaminants of Concern, media,
Client	Access		waterlot (y/n)
	(y/n and		
	describe)		
Role and	Remote	Year	Drilling Method, Contaminants of Concern, media,
		rear	
Client	Access		waterlot (y/n)
	(y/n and		
	describe)		

Position	Phase 1 Specialist			
Name				
1) Minimum 8 yea	rs Phase 1			
experience (feder	al and provincial)			
2) Professional De	esignation			
	<u>-</u>			
Phase I Client	Remote Access ( and describe)	(y/n	Year	Report or Site Name
1)				
,				
2)				
3)				
3)				
4)				
,				
5)				
6)				
6)				
7)				
8)				
0)				
9)				
10)				
,				

Position	Field Staff		
Name			
1) Diploma or Degr years of contamina	ree and minimum 4 ated sites		
experience. State u			
college, year of gra	aduation and list		
employer and date	for experience		
Media	Site	Client	Approximate number of
			samples
Groundwater			N=
Soil			N=
Surface Water			N=
Indoor air			N=
Soil vapour			N=
Sediment			N=
Animal Tissue			N=
Plant Tissue			N=
Hazardous Materia	ls		N=
Porewater			N=

Position	Intermediate Scientist or Biologist		
Name		<u> </u>	
Diploma or Degree		List University or College and date of graduation	
4 Years Experiend	ce	List employer and date of employment	
Project Type		Year/Client/Description	
	a CEAA screening	•	
type report for a s			
Primary author fo adverse environm			
Primary author of implementation o monitoring plan			

Position	Draftsperson	
Name		
Diploma or Degree		List University or College and date of Graduation
4 Years Experien	ce	List employer and date of employment

Position	GIS Analyst			
Name				
Diploma or Degree		List University or College and date of Graduation		
4 Years Experience		List employer and date of employment		

# Annex 4-2 – Terms of Payment

## Year One: award to 31 May 2017

Position	Key Personnel			
Position	Name	Hourly Rate	%	Blended Rate
Project Manager			0.15	\$
Senior Engineer or			0.15	\$
Scientist 1				\$
Senior Engineer or			0.15	\$
Scientist 2				
Hydrogeologist			0.15	\$
Intermediate Engineer/Scientist			0.10	\$
Phase 1 Specialist			0.10	\$
Field Staff			0.05	\$
Intermediate Biologist or			0.05	\$
Scientist (CEAA				
Specialist)				
Draftsperson			0.05	\$
GIS Analyst			0.05	\$
Total Blended Rate				\$

#### Option Year One: 1 June 2017 to 31 May 2018

Position	Key Personnel			
Position	Name	Hourly Rate	%	Blended Rate
Project Manager			0.15	\$
Senior Engineer or			0.15	\$
Scientist 1				\$
Senior Engineer or Scientist 2			0.15	\$
Hydrogeologist			0.15	\$
Intermediate			0.10	\$
Engineer/Scientist Phase 1 Specialist			0.10	\$
Field Staff			0.05	\$
Intermediate			0.05	\$
Biologist or Scientist (CEAA				
Specialist)				
Draftsperson			0.05	\$
GIS Analyst			0.05	\$
Total Blended Rate			I	\$

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Position	Key Personnel			
Position	Name	Hourly Rate	%	Blended Rate
Project Manager			0.15	\$
Senior Engineer or Scientist 1			0.15	\$ \$
Senior Engineer or Scientist 2			0.15	\$
Hydrogeologist			0.15	\$
Intermediate Engineer/Scientist			0.10	\$
Phase 1 Specialist			0.10	\$
Field Staff			0.05	\$
Intermediate Biologist or Scientist (CEAA Specialist)			0.05	\$
Draftsperson			0.05	\$
GIS Analyst			0.05	\$
Total Blended Rate				\$

Rates will remain fixed during the course of the Standing Offer. The Blended Rate amounts are for evaluation purposes only.

NOTE: Costs associated with administration or word processing should be built into the hourly rates for the above categories. Invoicing for these costs will not be allowed under the Standing Offer.

Total Bid Price: Year One Total \$\_\_\_\_\_ + Option Year One Total \$\_\_\_\_\_ + Option Year Two Total \$\_\_\_\_\_ = \$\_\_\_\_\_ (GST/HST/PST extra)

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#### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

#### 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

#### 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

#### 5.2.1 Integrity Provisions – List of Names

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.

#### 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP"

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<u>Limited Eligibility to Bid</u>" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

Canada will also have the right to terminate the Call-up 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 Offeror must provide the Standing Offer Authority with a completed annex <u>Federal</u> <u>Contractors Program for Employment Equity - Certification</u>, before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

## 5.2.3.2 Status and Availability of Resources

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

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability

## ANNEX "1 " to PART 5 - Certifications

## 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 <u>Employment ad</u> <u>Social Development Canada (ESDC) – Labour's</u> website.

Date:\_\_\_\_\_(YYY/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 <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () 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 <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.
- OR
- () A5.2. The Offeror certifies having submitted the <u>Agreement to Implement Employment Equity</u> (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.

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() 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)

Signature

Date

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## PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

#### 6.1 Security Requirements

There are no Security Requirements for this RFSO.

#### 6.2 Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

#### A. STANDING OFFER

- 7.1 Offer
- 7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

#### 7.2 Security Requirements

**7.2.1** The following security requirement (SRCL and related clauses provided by ISP) apply and form part of the Standing Offer.

## **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).

## 7.3 Standard Clauses and Conditions

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

## 7.3.1 General Conditions

<u>2005</u> (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

## 7.4 Term of Standing Offer

## 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from 1 June 2017 to 31 May 2018.

## 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two additional one year periods, from 1 June 2017 to 31 May 2018, and from 1 June 2018 to 31 May 2019 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5. Authorities

## 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Cathi Harris Title: A/Team Lead, Contracting Fisheries and Oceans Canada Directorate: Procurement Hub - Fredericton Address: 301 Bishop Drive, Fredericton NB E3C 2M6 Telephone: 506-452-3639 E-mail address: 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, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

## 7.5.2 Project Authority

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The Project Authority for the Standing Offer is: (to be provided upon award of standing offer)

Name:	
Title:	
Organization:	
Address:	
Telephone:	
Econimile:	

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

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

## 7.5.3 Offeror's Representative

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

#### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: \_\_\_\_\_\_.

## 7.8 Call-up Procedures

Call ups will be issued on a rotational basis amongst the standing offer holders.

#### 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form DFO Purchase Order.

#### 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$300,000.00 (Applicable Taxes included).

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

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The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 1 month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2015-09-03), General Conditions Standing Offers Goods or Services;
- d) the general conditions <u>2010B</u> (2015-09-03), General Conditions Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated \_\_\_\_\_\_ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on \_\_\_\_\_" or "as amended on " and insert date(s) of clarification(s) or amendment(s) if applicable).

## 7.13 Certifications

## 7.13.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing additional information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

## 7.13.2 Federal Contractors Program for Employment Equity - Setting aside

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

## 7.13.3 SACC Manual Clauses

SACC Manual clause M3020C (2016-01-28) Status of Availability of Resources - Standing Offer

## 7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

## B. RESULTING CONTRACT CLAUSES

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

## 7.1 Statement of Work

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

## 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

<u>2010B</u> (2015-09-03), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 2010C 13 (2008-12-12) Interest on Overdue Accounts, of <u>2010C (2015-09-03), General</u> <u>Conditions - Services (Medium Complexity)</u> will not apply to payments made by credit cards.

## 7.3 Term of Contract

#### 7.3.1 Period of the Contract

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

#### 7.4 Proactive Disclosure of Contracts with Former Public Servants

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

#### 7.5 Payment

## 7.5.1 Basis of Payment

**Professional Fees** 

In consideration of the Contractor satisfactorily completing all of its obligations under the Standing Offer, the Contractor will be paid an amount not to exceed \$ \_\_\_\_\_ (*insert amount at contract award*). Customs duties are \_\_\_\_\_ included and Applicable Taxes are extra

#### Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B,

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C and D of the <u>Treasury Board Travel Directive</u>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Estimated Cost: \$ \_\_\_\_\_

## 7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_(*insert the amount at contract award*). Customs duties are included, and Applicable Taxes are extra.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

a. when it is 75 percent committed, or

b. four (4) months before the contract expiry date, or

c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 7.5.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

## 7.5.4 SACC Manual Clauses

SACC Manual Clause <u>A9117C</u> (2007-11-30), T1204-Direct Request by Customer Department SACC Manual Clause <u>C2000C</u> (2007-11-30), Taxes – Foreign-based Contractor

## 7.5.5 Payment by Credit Card

The following credit card is accepted: Mastercard.

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## 7.6 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract.
- 3. Invoices must be distributed as follows:
  - a. The original copy must be forwarded to <u>dfoinvoicing-mpofacturation@dfo-mpo.gc.ca</u> for certification and payment.

## 7.7 Insurance Requirements

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

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

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

## 7.8 Federal Contractors Program for Employment Equity - Default by the Contractor

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

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## ANNEX "A" - STATEMENT OF WORK

## Statement of Work for DFO Services for Phase I, II, and III Environmental Site Assessment

## 1.0 Scope

#### 1.1 Title

Request for a Regional Standing Offer to provide Phase I, II, III and Detailed Site Investigations 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.

This work is to deliver various levels of Phase I, II or III Environmental Site Assessments. This standing offer may also be used for the Department to meet its obligations under the Canadian Environmental Assessment Act (CEAA 2012) in the form of a Projects Effects Determination or other related works.

## 1.3 Estimated Value

## Limitation of Expenditure

The total cost to Her Majesty resulting from call-ups against all Standing Offers shall not exceed \$3,000,000.00, GST 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 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 environmental site assessment 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 the FCSAP program for DFO for site assessment 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 environmental site assessments including Phase I, II, III and DSI level site assessments for F&OC on an as needed basis. Corporations are allowed to submit bids in a team. 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.

## 2.0 Requirements

## 2.1 Tasks, Activities, Deliverables and Milestones

The project will consist of the following tasks:

- 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 that may include, soil, groundwater, surface water, vegetation, soil vapour, indoor vapour and other media considered to be potentially contaminated by site activities. Standard operating procedures should be followed to ensure data collection meets all health and safety requirements and industry standards.
- 3. 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 shown in Annex A-1. There are standard terms of reference for Phase Is and Phase IIs to be completed as part of this standing offer. In general the report should include a minimum of
- Executive Summary
- Description of property/site (including summary of site investigations and data on contaminant concentrations in environmental media)
- Problem formulation
- > Data collection methodology, results and discussion and conclusions
- NCS Score
- 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).

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 Site Assessment work will be conducted using the following protocols and guidance documents:

- > Federal Guidance for Estimating Remediation Liabilities at Federal Contaminated Sites
- > FCSAP Site Closure Tool and Guidance
- > FCSAP Remediation Conceptual Cost Estimation Tool
- DFO Phase II ESA Report Template.doc (generic or specific to Small Craft Harbours work)
   Terms of Reference for Environmental Sampling
  - DFO Phase I ESA Report Template Guide
- These Terms of Reference are intended to be used in conjunction with the following MS Excel files:
  - DFO Phase II Property Attribute Data Template.xls
  - CCME NCSCS Scoring Template.xls
  - FCSAP ASCS Scoring Template.xls (if applicable)
  - DFO Phase II TOR Appendix F Checklist.xls

## 2.3 Method and Source of Acceptance

Final reports produced under each call up will be deemed complete upon review and acceptance by the Departmental Representative. The Phase II checklist should be submitted by the report author to ensure they will meet the DFO requirements. The above listed templates and specifications must be followed to ensure satisfactory completion of the project.

## 2.4 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 be changed at any time and will be provided at the time a call-up is issued.

## 2.4.1 Call Up Methodology

Call ups will be issued on a rotational basis amongst the standing offer holders.

## 2.5 **Project Management Control Procedures**

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.

The individual identified in the proposal as the Project Coordinator or Technical Authority shall:

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 "Phase I, II, III and Detailed Site Investigations 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 1<sup>st</sup> to March 31<sup>st</sup> 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.

## 2.6 Change Management Procedures

The vendor will contact the project manager with the specific issue related to a scope change for individual call ups. Both parties will have to agree to the change and written notification will be used to provide backup to an amendment to the call up.

Any requests for a changes to the scope of the standing offer, the period of the standing offer or financial information in the standing offer must be authorized by the Contracting Authority in writing by means of a standing offer amendment.

## 2.7 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: the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

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## 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 A/Team Lead – Contracting Fisheries and Oceans Canada Procurement Hub – Fredericton 301 Bishop Drive 1<sup>st</sup> 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.

All invoices for DFO Government of Canada are to be sent electronically

- to DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca and must include the following:

- The F&OC Purchase Order or contract number
- The AP Coder To be identified at time of call-up
- The Project Manager (to be provided at time of standing offer award)

- A before tax subtotal and an after tax total (PST exempt)
- Total project budget and the remaining balance.
- Copies of invoices for expenses and subcontracted services

#### Communications/Meetings

A kickoff meeting will be held upon call-up award in a manner and venue (e.g., face-to-face, teleconference) to be determined by the project authority. Pre-authorized travel must meet Treasury Board policy.

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 email to ensure that the project is progressing according to schedule and that any required information is made available.

## 3.2 DFO Obligations

DFO will ensure the vendor has access to any publications, reports, studies or historical information related to the work and will have access to the project manager to coordinate logistics.

## 3.3 Contractor's Obligations

## 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 suitswhereby F&OC will provide or pay for line object)
- 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

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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.

## 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, and all replacement personnel will be evaluated in the same manner as the originally proposed consultants.

## 3.5 Language of Work

The language of work will be in English.

## 3.6 Security Requirements

It is a condition that the Contractor and sub-contractors and their employees assigned to the performance of such contract will be escorted on site at all time.

## 3.7 Insurance Requirements

Insurance Conditions – G2001C (2014-06-26) Commercial General Liability Insurance attached at Annex D 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 (<u>http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a3-eng.php</u>).

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

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/indexeng.php) and current government rates are listed on the Accommodation and Car Rental

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Directory (<u>http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx</u>). 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 awarded. The Standing Offer will initially be awarded for a one year period and with two (2) one (1) year optional periods to be exercised at the discretion of the Department. Call-ups will not be made for services beyond the end date of the standing offer. 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:

- Progress Payment #1 which includes disbursements and labour related to field work/equipment rental will be approved upon completion of field work
- Progress payment #2 for labour and disbursements (*not related to field work*) will be approved once F&OC staff receive all screened data, field forms and draft figures to a maximum of 30% of labour budget.
- Progress payment #3 for labour and disbursements (*not related to field work*) will be approved once F&OC staff receive a draft report to a maximum of 50% of labour budget.
- Progress payment #4 (Final Payment) for labour and disbursements (*not related to field work*) will be approved once F&OC staff receive the final report.

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

It is anticipated that the call up will be awarded by [date]. The timeline for the project is as follows:

- [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 2016-2017 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.

# 6.0 Glossary

# 6.1 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
	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
	I 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
	Job Hazard Analyses
	on-Aqueous Phase Liquids
LTSA	Land Title and Survey Authority of British Columbia
MCFR NAPL	Management of Contaminated Fisheries Regulations Non-Aqueous Phase Liquids
	al Classification System for Contaminated Sites
PAHs	Polycyclic Aromatic Hydrocarbons
PCBs	Polychlorinated Biphenyls
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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

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ANNEX "A-1"

# Regional Office of Environmental Coordination – Pacific Region (ROEC-Pacific)

**Generic Terms of Reference for Environmental Projects** 

 $\begin{array}{l} \mbox{Solicitation No. - N^{\circ} de l'invitation} \\ \mbox{F5211-150277} \\ \mbox{Client Ref. No. - N^{\circ} de réf. du client} \\ \mbox{F1700-150041} \end{array}$ 

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## **1.0 Environmental Reports Structure**

Four 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). The following terms regarding report structure represents the minimum reporting requirements. All reports provided to F&OC ROEC-Pacific must contain all of the following in the Terms of Reference before they can be accepted by F&OC and before payment for services is completed.

## **1.1 Table of Contents**

All reports must have a table of contents, list of tables, list of figures, and a list of appendices indicating the page(s) they can be found.

All reports must have a list of acronyms used within the body of the report. This list should follow the table of contents, list of tables, and the list of figures.

## **1.2 Report Main Body**

All pages in the report must be numbered consecutively. This includes pages with tables, pictures, figures, drawings, etc.

The report must indicate the contractor's own reference number used for filing, the date of final publication, and the name of the consulting company who prepared the report on the title page and report cover.

The report must also include the name of the author(s) and senior reviewer, job title and contact information. Reference to the office location in which the report was produced from should also be stated.

The proper site name, site number, civic address and descriptor should also be obtained from F&OC for use in the report body and title page. The site number will also be used to identify the site location and used in the sample naming convention.

All station and sample IDs must conform to the F&OC sample ID naming convention (discussed in Section 4.0). If the F&OC naming convention does not apply, special permission must be obtained from F&OC ROEC-Pacific before a project begins.

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## **1.3 Appendices**

All chain of custody's, original lab results/analysis reports, chromatographs and site scoring worksheets (NCS Feb 2008 revision) must be included in the appendices of both paper and digital copies. All chromatographs must be clearly labeled with the location and sample ID to which it belongs to, and it must follow the ID naming convention.

Construction/borehole logs must be provided in the appendices. The diagrams must accurately represent the screen length, stick-up, total length, depth to refusal (if encountered), as well as the profile of the surrounding soil. This section must include a description of the methodology used to install the wells. Details about the development of the well, including purge volume, must also be included. If preferred, this section can also be included in the main body of the report.

## **1.4 Drawings**

The sample ID labels on the AutoCAD figures and drawings must precisely match those referred to in the report tables.

Drawings and figures must come with one full-site drawing equal to or larger than A1 594cm (23.39") x 841 (33.11"). This is done to compliment smaller sized drawings and figures included in the main body of the report.

All full-site drawings must be made in model space and not paper space. The title block must be in a separate layer or in paper space with the drawing in model space linked (viewport) to it. Two Plotting sizes must be set-up in paper space. The two sizes are for printing and plotting to 11" x 17" and A1 59.4cm (23.39") x 84.1 (33.11").

Drawing annotation should follow the F&OC naming convention for sample ID. Example: Instead of using AAAAA-YYMM-XXnnn one could use YYMM-XXnnn if space on the drawing is a concern. Please see F&OC naming convention instructions in Section 4.0.

All site-plan drawings included in the report must also be provided in a separate folder on the CD labelled "Drawings". All site-plans in the report showing sample locations, mark-up, etc. must be in AutoCAD DWG format and named the same as they were referred to in the report. Example: If the drawing is referred to as "Figure 2" then the file must also be called "Figure 2". Although multiple drawings for sections of a site indicating sample locations are acceptable, a master drawing with the entire site plan and all sampling location must be included and have "Master Drawing" in the file name.

If the drawing given to the consultant has been georeferenced, the consultant may not alter the georeferencing components of that drawing. Some drawings that are geo-referenced have "\_GeoRef" at the end of the file name.

Example: VICBASE\_GeoRef.

Site plans and sample locations should be projected onto a geo-referenced air photo provided by F&OC. When a site plan drawing that hasn't been geo-referenced is provided, DGPS collected Ground Control Points (GCPs) or ortho-photos will be provided to the consultant to geo-reference the site-plans. In some cases the consultant may be asked to geo-reference the drawing by tying the drawing into a survey monument system and orienting the figure to true north. Exceptions can be made in cases where there is a lack of quality data.

When no surveyed site plans exist for a facility, one must be created for the report. It is the responsibility of the consultant to collect information during the original survey to geo-reference the drawing. This can

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be done by using ortho-photos, coordinating with F&OC ROEC staff to collect DGPS GCPs, or tying the drawing into a survey monument and orienting according to true north. In this case a metadata file must be provided in .xml format according to F&OC standards. This metadata must include the methodology by which the drawing was geo-referenced.

Sample locations that have no analytical data should not be included in the drawing. Exceptions can be made for samples of media that are archived for future analysis.

# 1.5 Field Notes

Field notes should be archived by the consultant at their office location and be made available at the request of F&OC staff. The report should indicate where and under what reference number the field notes are archived in.

Field notes are desired in an appendix but not required in the report.

## **1.6 References**

All material used to develop the report must be referenced. This includes other environmental reports, air photos, maps, etc. Air photo references should include the collection owner, date and time the air photo was taken, flight line number, roll number and frame number.

## **1.7 Site Classification and Environmental Liability**

Although site classification and liability determinations are typically done following Phase 2 and 3 Environmental Site Assessments, it is sometimes necessary to re-classify a site following completion of a risk assessment or during remediation planning. In these cases, the most recent version of the National Classification System for Contaminated Sites (currently NCSCS Feb 2008) must be utilized. Waterlot sites should use the F&OC or Transport Canada Aquatic Site Classification. Copies of the NCSCS guidance documents and Aquatic Site Classification documents are included in the ToR package and are available on the F&OC FTP site. Also, estimates of liability and volume/extent of the contamination should be produced when a site has been re-classified or at the request of F&OC. A copy of the policy and guidance document on the costs and liabilities related to contaminated sites is included in this TOR package and is available on the F&OC FTP site.

# 2.0 Data Transfer of Project Files

Prior to the production of the final report package, the draft report can be distributed via the F&OC's FTP site. All digital files to be transferred between F&OC and the contractor will be uploaded onto the FTP.

The F&OC's FTP Site: (to be provided at contract award)

\*Contact F&OC – ROEC staff for FTP username and password.

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# 2.1 Version History

Ensure that the version of the report be documented in the report file name. This ensures that the reader is reviewing the most recent version of the report. All reports leading to the final version should also state the reviewer's name and indicate the edits done to the report.

# 2.2 Digital Copy

All final reports must be provided in digital format. The digital files will be burned to CD. A copy of each CD will be physically included in a sleeve page of the final report.

All reports must be provided in a single unlocked PDF document so that text can be copied and searched. The digital copy of the report must follow the same structure of the final paper copy of the report. All cover pages, tables, figures, drawings, pictures, appendices (i.e. Chain of Custody, gas chromatographs, logs, etc.) must be included in the PDF document. Sections of the report should be bookmarked in the PDF document in order for F&OC staff to swiftly navigate through the report. Note that the PDF copy may be unsigned as the unlocked copy is no longer an official document.

All pictures used in the report must be provided in a separate folder called "Pictures". All images must be in JPG format. All JPG file names must be identical to the photo name referenced in the report. Example: If the picture is referred to as "Picture 2" then the file must also be called "Picture\_2".

All images used in the report must also be provided in a separate folder called "Images". Images will include scanned documents of the following: Chain of custody forms, gas chromatographs, borehole logs. All images will be provided in TIF or PDF format. All file names must correspond to what the image is called in the report. All Chain of Custody file names must include the Chain of Custody number followed by "\_Chain\_of \_Custody". Example: 123456\_Chain\_of \_Custody. All chromatograph file names must correspond to the sample ID to which it belongs to, followed by "\_chromatograph". Example: PK90125-0806-GW002\_Chromatograph. All borehole file names must correspond to the station ID to which it belongs to. Example: PK90125-0806-002\_Borehole\_Log. Each folder that holds the specific images must include the appendix number and file descriptor. Example: "Appendix\_2\_Borehole\_Logs". If the image quality is not to the liking of F&OC ROEC, the consultant may be asked to rescan the original source.

All tables provided in the PDF report must also be provided in MS Excel .xls format. All tables will be provided in a separate folder called "Tables". The format and structure of the table must be the same as the table provided in the report. The file name must correspond to the name of the table in the report. Example: If the table in the report is "Summary of Metals Results" then the file must also be called "Summary\_of\_Metals\_Results". Laboratory reports must not be scanned as PDF images because we require that the PDF document be searchable for text. The PDF format of the laboratory reports must be a copy directly exported from the laboratory's computer system.

# 2.3 Analytical Data

The original analytical results from the lab must also be provided within the final environmental assessment report in a separate folder called "Raw\_Analytical\_Data". This folder must contain the PDF and MS Excel copy of the analytical results provided by the laboratory. Laboratory reports must not be scanned as PDF images because we require that the PDF document be searchable for text. The PDF format of the laboratory reports must be a copy directly exported from the laboratory's computer system.

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A MS Excel template file will be provided by F&OC and must be populated with all the analytical data, generated from the project, by the consultant. This excel spreadsheet is to be populated with the analytical data generated by the investigation. The purpose of this excel template is to auto-load the analytical information into the F&OC Environmental Database. The analytical data that is formatted for inclusion into the database should be called "template.xls." It should lie in a folder called "Formatted Analytical Data".

All spreadsheets provided in the PDF report must also be provided in MS Excel .xls format. All spreadsheets will be provided in a folder called "Spreadsheets". Formatting and structure of the spreadsheets must be the same as the spreadsheets provided in the report. All file names must correspond to what the spreadsheets is called in the report. Example: If the spreadsheet is referred to as "Metals in Soil" then the file must also be called "Metals\_in \_Soil".

## **3.0 Sample Locations**

All sample locations need to be geo-referenced using DGPS. Typically, the on site F&OC field staff will conduct this exercise unless otherwise stated in the project contract. Co-ordination with the F&OC field staff prior to mobilization is required.

# 4.0 Environmental Sampling

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 at contract award).

## 4.1 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:

## ΑΑΑΑΑΑΑ-ΥΥΜΜ- ΝΝΝ

**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.

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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).

# 4.2 Sample ID

The **<u>Sample Name</u>** is a unique identifier that uses <u>Site ID</u>, <u>Date</u>, <u>Media Type and Number</u> 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.

# 4.3 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.

## 4.4 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.

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# 4.5 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.

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 1.0 Sample Media Codes

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## 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 <b>Blank</b> collected prior to collecting groundwater samples.	
PK00471-0206-002	PK00471-0206-GW002	Ground Water Sample 2	
PK00471-0206-002	0471-0206-002 PK00471-0206-GW902 Ground Water Sample 2 - DUPLICAT		
	PH00471-0206-NR001	No Sediment Recovery	
PK00471-0206002	PK00471-0308-GW001	Ground Water Sample 3	
PK00471-0206-003	PK00471-0308-GW002	Ground Water Sample 4	

# 5.0 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 20 samples.

## **Table 3.0 Lab Standing Offer Numbers**

Lab Name	Standing Offer Number
CARO Analytical Services	F1700-100202
Maxxam Analytics	F1700-100203
AGAT Laboratories	F1700-100204
ALS Environmental	F1700-100205

# 5.1 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 F&OC).
- 3. Indicate clearly that F&OC will be paying the invoice

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

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 upon contract 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:

< <to award="" be="" provided="" upon="">&gt;</to>	< <to award="" be="" provided="" upon="">&gt;</to>

# 6.0 Invoicing

Professional fees must be invoiced at the hourly rate quoted in the standing offer.

Invoices must include

- The F&OC Purchase Order or contract number
- A brief bullet point description of the work completed as part of the invoice
- The period for which the invoice applies
- A before tax subtotal and an after tax total
- A summary statement that includes a list of invoices submitted (including the current invoice), the date that they were submitted and the date that payment was received. The summary statement should also indicate the total project budget and the remaining balance.
- Copies of invoices for expenses and subcontracted services

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 (<u>http://www.njc-cnm.gc.ca/directive/travel-voyage/s-td-dv-a3-eng.php</u>).

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

Guidelines for allowable accommodation and rental vehicle costs are defined by the Treasury Board of Canada Travel Directive (<u>http://www.njc-cnm.gc.ca/directive/travel-voyage/index-</u> <u>eng.php</u>) and current government rates are listed on the Accommodation and Car Rental Directory (<u>http://rehelv-acrd.tpsgc-pwgsc.gc.ca/rechercher-search-eng.aspx</u>). Invoices for accommodation or car rentals must include receipts.

Invoices must not include items listed in Appendix D or non-descriptive line items (e.g. miscellaneous).

## ANNEX "B" BASIS OF PAYMENT

## Year One: award to 31 May 2017

Position	Key Personnel	
Position	Name	Hourly Rate
Project Manager		
Senior Engineer or Scientist 1		
Senior Engineer or Scientist 2		
Hydrogeologist		
Intermediate Engineer/Scientist		
Phase 1 Specialist		
Field Staff		
Intermediate Biologist or Scientist		
(CEAA Specialist)		
Draftsperson		
GIS Analyst		

#### Option Year One: 1 June 2017 to 31 May 2018

Position	Key Personnel	
Position	Name	Hourly Rate
Project Manager		·
Senior Engineer or Scientist 1		
Senior Engineer or Scientist 2		
Hydrogeologist		
Intermediate Engineer/Scientist		
Phase 1 Specialist		
Field Staff		
Intermediate Biologist or Scientist		
(CEAA Specialist)		
Draftsperson		
GIS Analyst		

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Position	Key Personnel	
Position	Name	Hourly Rate
Project Manager		
Senior Engineer or Scientist 1		
Senior Engineer or Scientist 2		
Hydrogeologist		
Intermediate Engineer/Scientist		
Phase 1 Specialist		
Field Staff		
Intermediate Biologist or Scientist		
(CEAA Specialist)		
Draftsperson		
GIS Analyst		

## Rates will remain fixed during the course of the Standing Offer.

NOTE: Costs associated with administration or word processing should be built into the hourly rates for the above categories. Invoicing for these costs will not be allowed under the Standing Offer.

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## ANNEX "C" SECURITY REQUIREMENTS CHECK LIST

Government Gouvernement du Canada				F1700-150041	
			Security C	lassification / Classification de	secunte
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ent Ref. No N° de réf. du client 700-150041	File No N° du dossier F5211-150277	CCC No./N° CCC - FMS No./N° VME
Government Gouvernement of Canada du Canada	0	Contract Number / Numéro du contrat F1700-150041 Security Classification / Classification de sécurité
Dans l'affirmative, indiquer le niveau de ser		or assets? DTEGÉS et/ou CLASSIFIÉS?
Short Title(s) of material / Titre(s) abrégé(s) Document Number / Numéro du document		émement délicate?
PART B - PERSONNEL (SUPPLIER) / PARTI 10. a) Personnel security screening level reavier		
RELIABILITY STATUS COTE DE FABILITÉ	Avivau de contrôle de la sécurité du personne     CONFIDENTIAL     CONFIDENTIAL     SECI     NATO CONFIDENTIAL     NATO CONFIDENTIAL     NATO CONFIDENTIAL     NATO CONFIDENTIAL	RET
Special comments: DFO Envi Commentaires spéciaux :	ronmental Staff will be on site to escort a	and site related activities.
10. b) May unscreened personnel be used for po Du personnel sans autorisation sécuritaire if Yes, will unscreened personnel be escor Dans l'affirmative, le personnel en question PARTIC - SAFEQUARUS (SUPPRISED) - CARDON	rtions of the work? peul-il se voir confier des parties du travair? ted: sera-t-il escorté?	Ication de la sécurité doit être fourni.
11. a) Will the supplier be required to receive and premises? Le fournisseur sera-t-il tenu de recevoir et d CLASSIFIES?	store PROTECTED and/or CLASSIFIED informali 'entreposer sur place des renseignements ou des	
Le fournisseur sera-t-il tenu de protéger des	renseignements ou des biens COMSEC?	Yes
PRODUCTION		V Non Oui
	s à la production (fabrication et/ou réparation et/ou	u modification) de matérial
INFORMATION TECHNOLOGY (IT) MEDIA / SUP 1, d) Will the supplier be required to use its iT syste CLASSIFIED information or data? Le fournisseur sera-t-li tenu d'utiliser ses prop des renseignements ou des données PROTÉ	PORT RELATIF À LA TECHNOLOGIE DE L'INF emis to electronically process, produce or slore PR res systèmes informatiques pour traiter, produire o GÉS et/ou CLASSIFIÉS?	
<ol> <li>e) Will there be an electronic link between the su Disposera-t-on d'un lien électronique entre le s gouvernementale?</li> </ol>	pplier's IT systems and the government departme système informatique du fournisseur et celur du mi	nt or agency? Inistère ou de l'agence IV Non Oui Oui
BS/SCT 350-103 (2004/12)	Security Classification / Classification de si	ecurité Canada

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of Canada du Canada					Security Classifi								de sécu	ité		
site(s) or premises. Les utilisateurs qui re niveaux de sauvegan For users completing Dans le cas des utilis	the f	quis a orm o s qui	MIX II	via the Inter lissent le fon	nel), the mulaire e	summar en ligne ( ARY CH/	y chart is au par Internet	itomstically p ), les réponse EAU RÈCAP	opulateo es aux q	by your uestions	-			muious quest	ions	
dans le tableau récap	_	_	_				NATO									
dans le tableau récap Category Catégorie		OTEC		CL	SSIFIED ASSIFIÉ		1	C	NATO	Leosue		Instant	ad i	Confidential	Secret	Too
Category						Top Secret Très Secret	NATO Restricted NATO Diffusion	NATO Confidential NATO Confidential	NATO Secret	COSMIC Top Secret COSMIC Très Secret	-	Protect		Confidential Confidential	Secret	Top Secre Très Secre
Category Categorie	P	ROTÉ	GÉ	CL	ASSIFIÉ	Top Secret Très	Restricted NATO	NATO Confidential NATO		Top Secret COSMIC	-	Proteg	ł		Secret	Secre
Calegory Calégorie	P	ROTÉ	GÉ	CL	ASSIFIÉ	Top Secret Très	Restricted NATO Diffusion	NATO Confidential NATO		Top Secret COSMIC Très	-	Proteg	ł		Secret	Secre
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Category Categorie Information / Assets Renseignements / Buns Production IT Media	P	ROTÉ	GÉ	CL	ASSIFIÉ	Top Secret Très	Restricted NATO Diffusion	NATO Confidential NATO		Top Secret COSMIC Très	-	Proteg	ł		Secret	Secre

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## ANNEX "D" INSURANCE REQUIREMENTS

- 1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Fisheries and Oceans Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - o. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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#### p. For the province of Quebec, send to:

Director Business Law Directorate, Quebec Regional Office (Ottawa), Department of Justice, 284 Wellington Street, Room SAT-6042, Ottawa, Ontario, K1A 0H8

#### For other provinces and territories, send to:

Senior General Counsel, Civil Litigation Section, Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.