



Transport
Canada

Transports
Canada

First Floor
Tower "C", Place De Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5

28 September 2016

Subject: Request for Proposal T8080-160067
Gloucester Operations and Maintenance

The Department of Transport has a requirement to establish a contract for the services that are described in the Statement of Work attached hereto as Annex "A".

If you are interested in undertaking this project, you are invited to submit a proposal. Please indicate clearly on the envelope or package "**BID/PROPOSAL T8080-160067**", together with the title of the work, name and address of your firm, and address it to:

Transport Canada
TC MAIL ROOM, (Food Court Level)
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5

Proposals must be received at the above noted address no later than 08 of November 2016 14:00 hours (2 p.m.) Ottawa local time. It is the bidder's responsibility to deliver their proposal prior to tender closing. Proposals received after 14:00 hours will not be accepted and will be returned to the sender unopened.

Proposals submitted by Fax, E-mail or Internet will not be accepted.

Note: It is the practice for local couriers to deliver directly to the above noted address. However, we have noted that out-of-town couriers deliver to our main mailroom, which requires an internal mail delivery that can delay reception of the bid by Tender Reception. If your proposal is sent from outside the National Capital Region, please ensure that the courier company delivers it directly to the above noted Tender Address no later than the time and date specified herein.

If your tender or proposal is valued at \$1,000,000 or more (applicable taxes included), and your organization employs 100 or more permanent full-time or permanent part-time employees, the requirements contained in the Appendix "E" on the Federal Contractors Program for Employment Equity may apply.

Proposals will be evaluated in accordance with the pre-determined Evaluation Criteria and methodology specified in Appendix "B".

PROPOSALS ARE TO BE SUBMITTED USING THE FOLLOWING FOUR-ENVELOPE SYSTEM.

ENVELOPE 1 - TECHNICAL PROPOSAL

Your proposal is required to form the basis of a contractual agreement and should respond to all requirements detailed in the Statement of Work in sufficient detail to enable evaluation in accordance with the Evaluation Criteria including:

an indication of an understanding of the requirements and responsibilities of the project;

a summary of company experience directly related to the Terms of Reference;

sub-contractors or associates proposed, their capabilities, experience and degree of involvement in the project.

FOUR copies of the Technical Proposal are required.

NOTE: NO COST INFORMATION IS TO BE INCLUDED IN ENVELOPE 1.

ENVELOPE 2 - COST PROPOSAL

Bidders shall complete and return TWO copies of the “Offer of Services” (Appendix “A”) form in Envelope 2.

Note: Only cost information shall be provided in Envelope 2. All technical information supporting the proposal must be in Envelope 1 as Envelope 2 will only be opened after the technical evaluation is complete, and only if the technical proposal achieves at least the minimum score(s) indicated in the Evaluation Criteria.

Proposals that do not meet all the MANDATORY requirements will not be considered, and the Cost envelope will be returned to the bidder unopened.

The Offer of Services form is to be signed in accordance with the Requirements for Signature attached hereto as Appendix “D”.

ENVELOPE 3 – CERTIFICATION

Bidders shall complete and return one (1) copy of the following documents in Envelope 3:

Requirements for Signatures – refer to Appendix “D” ;
Federal Contractor’s Program – refer to Appendix “E” ;
Bidder Declaration – refer to Appendix “F” ;
Certifications – refer to Appendix “G”; and
Supplementary Condition – Confidentiality – refer to Appendix “H”.

The Technical Proposal, Cost Proposal and Certification envelopes are to be sealed and submitted together in a fourth envelope addressed to the Tender Reception address shown on Page 1 of this letter.

In the event that you are the successful bidder, you will be expected to enter into an agreement that includes:

The Resulting Contract Clauses attached hereto as Appendix “L”;
Statement of Work (SOW) attached hereto as Annex “A”.

Questions with respect to the meaning or intent of the Request for Proposal (RFP) documents, or requests for correction of any apparent ambiguity, inconsistency or error in the documents, must be submitted in writing by Email to Christophe Hakizimana, Transport Canada (AFTC) - christophe.hakizimana@tc.gc.ca, and must be received before 12:00 hours (noon) the 28th of October, 2016. All answers will be in the form of written Addenda to the RFP and will be sent to all prospective tenderers.

If other information is required, you are requested to contact Christophe Hakizimana at 613-998-8242.

The lowest or any bid not necessarily accepted. Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Cancel the bid solicitation at any time;
- c. Reissue the bid solicitation; and
- d. Negotiate with the sole responsive bidder to ensure best value to Canada.

By submitting a bid, the Bidder acknowledges Canada's rights under this section and waives any claim, or cause of action, against Canada by reason of Canada's exercise of its rights under this section, whether such claim or cause of action arises in contract, negligence, or otherwise.

Yours truly,

Christophe Hakizimana
Transport Canada/Transports Canada
Contracting Officer/Agent aux contrats
330, rue Sparks Street/Tour C
Place de Ville - AFTC
Ottawa, Ontario - K1A 0N5
Tel.: 613-998-8242
christophe.hakizimana@tc.gc.ca

Canada

CHECKLIST OF DOCUMENTS

INVITATION TO TENDER

APPENDICES

OFFER OF SERVICES

“A”

SELECTION CRITERIA

“B”

INSTRUCTIONS TO TENDERERS

“C”

REQUIREMENT FOR SIGNATURES (Required with Bid)

“D”

FEDERAL CONTRACTOR’S PROGRAM (Required with Bid)

“E”

BIDDER’S DECLARATION (Required with Bid)

“F”

CERTIFICATIONS (Required with Bid)

“G”

**SUPPLEMENTARY CONDITIONS – CONFIDENTIALITY
(Required with Bid)**

“H”

SECURITY REQUIREMENT(There are no Security requirements)

“I”

INSURANCE REQUIREMENT

“J”

SITE VISIT (There will be no site visit)

“K”

RESULTING CONTRACT CLAUSE

“L”

ANNEXES

STATEMENT OF WORK

“A”

BASIS OF PAYMENT (Provided at contract Award)

“B”

SECURITY REQUIREMENT CHECKLIST: NOT REQUIRED

“C”

SAMPLE RETURN ENVELOPE

Appendix

“M”

APPENDIX "A"

<p style="text-align: center;">TRANSPORT CANADA</p> <p style="text-align: center;">OFFER OF SERVICES</p>
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OFFER FOR: T8080-160067 – Gloucester Operation and Maintenance

OFFER SUBMITTED BY:

(Name of Company)

(Complete Address)

GST Number _____ PBN Number _____

Telephone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

1. The Undersigned (hereinafter referred to as "the Contractor") hereby offers to Her Majesty the Queen in Right of Canada (hereinafter referred to as "Her Majesty") as represented by the Minister of Transport (hereinafter referred to as "the Minister") to furnish all necessary expertise, supervision, materials, equipment and all other things necessary to complete to the entire satisfaction of the Minister or his authorized representative, the work described in the Statement of Work which are attached hereto as Annex "A".

2. The Contractor hereby offers to perform and complete the work at the place and in the manner set out in accordance with the following documents:
 - (i) This Offer form marked Appendix "A", attached hereto and entitled "Offer of Services";
 - (ii) Document marked Annex "A", attached hereto and entitled "Statement of Work";
 - (iii) Document marked Appendix "L", attached hereto and entitled "Resulting Contract Clauses";
 - (iv) Document marked Annex "C", attached hereto and entitled "Security

- Requirement; and
- (v) Document Marked Appendix “H”, attached hereto and entitled “Supplementary Conditions – Confidentiality”.

3. Period of Services

The Contractor hereby offers to perform the work commencing at contract award for until the 31st of March 2017, with an option to extend the period of services to four (4) additional periods of one (1) year each.

Option Year 1 -	April 1, 2017 to March 31, 2018
Option Year 2 -	April 1, 2018 to March 31, 2019
Option Year 3 –	April 1, 2019 to March 31, 2020
Option Year 4 -	April 1, 2020 to March 31, 2021

4. Cost Proposal

The Contractor hereby offers to perform and complete the work for the following tendered rates.

The all-inclusive rates quoted below include all expenses that may be incurred in providing the services such as profit, overhead, administrative costs, courier services, equipment and materials, excluding applicable taxes.

4.1 Professional Services

Bidders are not to make changes to the format or quantities on this Table as this may render their costing information inadmissible.

4.1.1 – PROFESSIONAL SERVICES AND ASSOCIATED COSTS

It is acceptable to recreate the cost table so that it fits on the page correctly. However, no changes are to be made to the table format.

1. SITE MONITORING

Hourly rates must be stated in Canadian funds, and must not include taxes (i.e. GST/HST).

2016-17				
<u>Activity</u>	<u>Task</u>	<u>Category of Labour</u>	<u>Estimated Number of Hours</u>	<u>Hourly Rate</u>
Fall Monitoring (September-December)	<u>Task 1</u> Target, Trend and Performance Monitoring	<u>Project Manager</u>		
		<u>Senior Scientist</u>		
		<u>Hydrogeologist</u>		
		<u>Plant Operator 1</u>		
		Total Hours of Sampling (includes taking water levels and field measurements)		
		Total Hours of Laboratory Analysis		
		<u>Plant Operator 2</u>		
		Total Hours of Sampling (includes taking water levels and field measurements)		
		Total Hours of Laboratory Analysis		
<u>Activity</u>	<u>Task</u>	<u>Category of Labour</u>	<u>Estimated Number of Hours</u>	<u>Hourly Rate</u>
	<u>Total Task 1</u>			
<u>Other Tasks</u>	<u>Task 2</u> See section 6.1.2 in Terms of Reference	<u>Project Manager</u>		
		<u>Senior Scientist</u>		
		<u>Hydrogeologist</u>		
		<u>Plant Operator 1</u>		
		<u>Plant Operator 2</u>		

Decommission Wells (Optional)	<u>Task 3</u>	<u>Project Manager</u> <u>Senior Scientist</u> <u>Hydrogeologist</u> <u>Plant Operator 1</u> <u>Plant Operator 2</u>		
	<u>Total Task 3</u>			
Other Monitoring Fall 2016	<u>Task 4</u> Groundwater Sampling and Analysis for 136 of the 350 wells	<u>Category of Labour</u> <u>Project Manager</u> <u>Senior Scientist</u> <u>Hydrogeologist</u> <u>Plant Operator 1</u> <div style="border: 1px solid black; padding: 2px; margin: 2px;"> Total Hours of Sampling (includes taking water levels and field measurements) </div> <div style="border: 1px solid black; padding: 2px; margin: 2px;"> Total Hours of Laboratory Analysis </div> <u>Plant Operator 2</u> <div style="border: 1px solid black; padding: 2px; margin: 2px;"> Total Hours of Sampling (includes taking water levels and field measurements) </div> <div style="border: 1px solid black; padding: 2px; margin: 2px;"> Total Hours of Laboratory Analysis </div>	<u>Estimated Number of Hours</u>	<u>Hourly Rate</u>
	<u>Total Task 4</u>			

Option Year 1 (2017), Option Year 2 (2018), Option Year 3 (2019) and Option Year 4 (2020)							
<u>Activity</u>	<u>Task</u>	<u>Category of Labour</u>	<u>Estimated Number of Hours</u>	<u>Hourly Rate Option Year 1 2017</u>	<u>Hourly Rate Option Year 2 2018</u>	<u>Hourly Rate Option Year 3 2019</u>	<u>Hourly Rate Option Year 4 2020</u>
Spring Monitoring (May/June)	Task 1 Target, Trend and Performance Monitoring	<u>Project Manager</u>					
		<u>Senior Scientist</u>					
		<u>Hydrogeologist</u>					
		<u>Plant Operator 1</u>					
		Total Hours of Sampling (includes taking water levels, and field measurements)					
		Total Hours of Laboratory Analysis					
		<u>Plant Operator 2</u>					
		Total Hours of Sampling (includes taking water levels and field measurements)					
Total Hours of Laboratory Analysis							

	Total Task 1						
Fall Monitoring (September/October)	Task 1 Target, Trend and Performance Monitoring	<u>Project Manager</u> <u>Senior Scientist</u> <u>Hydrogeologist</u> <u>Plant Operator 1</u> <div style="border: 1px solid black; padding: 2px;"> Total Hours of Sampling (includes taking water levels and field measurements. </div> <div style="border: 1px solid black; padding: 2px;"> Total Hours of Laboratory Analysis </div> <u>Plant Operator 2</u> <div style="border: 1px solid black; padding: 2px;"> Total Hours of Sampling (includes taking water levels and field measurements. </div> <div style="border: 1px solid black; padding: 2px;"> Total Hours of Laboratory Analysis </div>					
	Total Task 1						

Option Year 1 (2017), Option Year 2 (2018), Option Year 3 (2019) and Option Year 4 (2020)							
<u>Activity</u>	<u>Task</u>	<u>Category of Labour</u>	<u>Estimated Number of Hours</u>	<u>Hourly Rate Option Year 1 2017</u>	<u>Hourly Rate Option Year 2 2018</u>	<u>Hourly Rate Option Year 3 2019</u>	<u>Hourly Rate Option Year 4 2020</u>
Other Tasks	<u>Task 2</u> See section 6.1.2 in Terms of Reference	<u>Project Manager</u> <u>Senior Scientist</u> <u>Hydrogeologist</u> <u>Plant Operator 1</u> <u>Plant Operator 2</u>					
	<u>Total Task 2</u>						

Option Year 1 (2017), Option Year 2 (2018), Option Year 3 (2019) and Option Year 4 (2020)							
<u>Activity</u>	<u>Task</u>	<u>Category of Labour</u>	<u>Estimated Number of Hours</u>	<u>Hourly Rate Option Year 1 2017</u>	<u>Hourly Rate Option Year 2 2018</u>	<u>Hourly Rate Option Year 3 2019</u>	<u>Hourly Rate Option Year 4 2020</u>
Other Monitoring (April – December)	Task 4 Groundwater Sampling and Analysis for 136 of the 350 wells	<u>Project Manager</u>					
		<u>Senior Scientist</u>					
		<u>Hydrogeologist</u>					
		<u>Plant Operator 1</u>					
		Total Hours of Sampling (includes taking water levels and field measurements.					
		Total Hours of Laboratory Analysis					
		<u>Plant Operator 2</u>					
Total Hours of Sampling (includes taking water levels and field measurements.							
Total Hours of Laboratory Analysis							
	<u>Total Task 4</u>						

2. TRAVEL COSTS

<u>Activity</u>	<u>Category of Labour</u>	<u>Unit Price</u>	Year 1	Option Year 1	Option Year 2	Option Year 3	Option Year 4
			2016	2017	2018	2019	2020
Travel (to attend one client meeting)	travel time, travel fare, for project manager						
	travel time, travel fare, for hydrogeologist or senior scientist						

3. PARTIAL AND FULL OPERATION

If operation of the facility (containment mode only) is required, Transport Canada reserves the right to implement either Option 1 or Option 2. Transport Canada does not guarantee a minimum or maximum number of hours for the following activities. The estimated hours below are provided for bidding purposes only. Costs for professional services will only be reimbursed for actual work hours incurred at the hourly rate.

Hourly rates must be stated in Canadian funds, and must not include taxes (i.e. GST/HST).

<u>Activity</u>	<u>Category of Labour</u>	<u>Estimated Number of Hours</u>	<u>Hourly Rate Year 1 (2016)</u>	<u>Hourly Rate Option Year 1 (2017)</u>	<u>Hourly Rate Option Year 2 (2018)</u>	<u>Hourly Rate Option Year 3 (2019)</u>	<u>Hourly Rate Option Year 4 (2020)</u>
Option 1- Full Operation	<u>Project Manager</u>	250					
	<u>Hydrogeologist</u>	200					
	<u>Plant Operator 1</u>	650 hours					
	<u>Plant Operator 2</u>	650 hours					
Total Option 1							
Option 2 – Partial Operation	<u>Project Manager</u>	187					
	<u>Hydrogeologist</u>	150					
	<u>Plant Operator 1</u>	488 hours					
	<u>Plant Operator 2</u>	488 hours					
Total Option 2							

Note: Option Years that the department may exercise are at its own discretion.

4.1.3 PARTIAL AND FULL OPERATION

If operation of the facility (containment mode only) is required, Transport Canada reserves the right to implement either Option 1 or Option 2. Transport Canada does not guarantee a minimum or maximum number of hours for the following activities. The estimated hours below are provided for bidding purposes only. Costs for professional services will only be reimbursed for actual work hours incurred at the hourly rate.

Hourly rates must be stated in Canadian funds, and must not include taxes (i.e. GST/HST).

<u>Activity</u>	<u>Category of Labour</u>	<u>Estimated Number of Hours</u>	<u>Hourly Rate Year 1 (2016-17)</u>	<u>Hourly Rate Option Year 1 2017</u>	<u>Hourly Rate Option Year 2 2018</u>	<u>Hourly Rate Option Year 3 2019</u>	<u>Hourly Rate Option Year 4 2020</u>
Option 1- Full Operation	<u>Project Manager</u>	250					
	<u>Hydrogeologist</u>	200					
	<u>Plant Operator 1</u>	650 hours					
	<u>Plant Operator 2</u>	650 hours					
Total Option 1							
Option 2 – Partial Operation	<u>Project Manager</u>	187					
	<u>Hydrogeologist</u>	150					
	<u>Plant Operator 1</u>	488 hours					
	<u>Plant Operator 2</u>	488 hours					
Total Option 2							

Note: Option Years that the department may exercise are at its own discretion.

4.2 Provincial Sales Tax (PST)

Federal government departments are exempt from Provincial Sales Tax under authority of licences or certificates, which will be indicated in any resulting contract. The Contractor is not relieved of any obligation to pay provincial sales taxes on taxable goods or services

used or consumed in the performance of the work.

4.3 Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)

The prices and rates quoted herein are not to include any provision for the Goods and Services Tax or the Harmonized Sales Tax.

5. Method of Payment

Payment for services rendered will be made upon receipt and acceptance of each deliverable by the Departmental Representative. Invoicing instructions will be provided in any contract concluded as a result of the acceptance of this offer.

6. Appropriate Law

Any contract awarded as a result of this Request for Proposal shall be governed by and construed in accordance with the laws in force in the Province/Territory of Ontario, Canada.

7. Tender Validity

The Contractor agree(s) that this Offer of Services will remain firm for a period of 60 calendar days after the proposal closing date.

8. Proposal Documents

The Contractor herewith submits the following:

- (a) A proposal in **four (4)** copies to undertake the work in accordance with the requirements detailed in the Request for Proposal document.
- (b) **Two (2)** copies of this Offer of Services, duly completed and signed.
- (c) **One (1)** copy of the following documents for Certification:

Requirements for Signatures – refer to Appendix “D” ;
Federal Contractor’s Program – refer to Appendix “E” ;
Bidder Declaration – refer to Appendix “F” ;
Certifications – refer to Appendix “G”;
Supplementary Condition – Confidentiality – refer to Appendix “H”;

OFFERS THAT DO NOT CONTAIN THE ABOVE-MENTIONED DOCUMENTATION OR DEVIATE FROM THE COSTING FORMAT MAY BE

CONSIDERED INCOMPLETE AND NON-RESPONSIVE.

9. Bidder's Declaration

- (a) The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
- (b) The bidder declares that the bidder has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

10. Signatures

The Contractor herewith submits this proposal in accordance with the requirements specified in the Request for Proposal documents.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2016

In the presence of

Per _____
NAME OF COMPANY

Per _____ (Signing Officer and Position) _____ (Signature of Witness)

Per _____ (Signing Officer and Position) _____ (Signature of Witness)

SELECTION AND EVALUATION CRITERIA

1.0 MANDATORY REQUIREMENTS

Proposals that fail to meet the following mandatory requirements will be discarded at this stage without further consideration and the bidder’s proposal will be considered to be non-responsive.

1.1 Mandatory Requirement Checklist

Requirements	Meets	Does not meet
A. CORPORATE QUALIFICATIONS		
1. The firm must have a minimum of 5 years previous work experience in: <ul style="list-style-type: none"> ➤ operating and conducting modifications to groundwater treatment systems (fixed and/or mobile) for containment of groundwater contamination with volatile organics or, for mobile systems, demonstrate experience with the resolution of technical obstacles associated with long term operation. <p>Pilot and/or bench scale studies/systems, mobile drinking water disinfection/ purification systems, and landfill leachate systems are not considered groundwater remediation systems and do not meet the demonstrated <u>previous</u> experience requirement.</p>		
2. The firm must demonstrate that they have a minimum of 5 years previous work experience in conducting groundwater monitoring for volatile organic compounds (VOCs).		
QUALIFICATIONS		
PROJECT MANAGER		
1. The proposed resource must have a post secondary education from a recognized university in business administration, economics, environmental science, chemistry, engineering, hydrogeology or other discipline relevant to the tasks of the position. TC reserves the right to request proof of education.		
2. The proposed resource must have a minimum of 5 years previous work experience with groundwater remediation of volatile organic compounds (VOCs).		
3. The proposed resource must have a minimum of 5 years previous work experience in managing projects of similar dollar value, complexity, scope and size of this requirement.		
4. The proposed resource must have a minimum of 5 years previous work experience in leading a team and in the management of human, financial and material resources. A		

team is considered at least 2 individuals, excluding the Project Manager.		
5. The proposed resource must have a minimum of 2 years previous work experience in groundwater database creation and maintenance.		
6. The proposed resource must have a minimum of 5 years previous work experience in preparing a groundwater monitoring and operations annual report.		
B.2 SENIOR SCIENTIST		
1. The proposed resource must have a post secondary education from a recognized university in analytical chemistry. TC reserves the right to request proof of education.		
2. The proposed resource must have a minimum of 5 years previous work experience in: <ul style="list-style-type: none"> ➤ analytical chemistry and directing/managing an analytical laboratory for groundwater sampling and analysis of VOCs including ensuring practices/procedures such as Quality Control and Quality Assurance, sample analysis, data quality validation, verification and reporting in accordance with industry standards. 		
GEOLOGIST		
1. The proposed resource must have a graduate degree from a recognized university in geology, hydrogeology, environmental engineering, environmental science or other discipline relevant to the tasks of the position. TC reserves the right to request proof of education.		
2. The proposed resource must have a minimum of 5 years previous work experience in hydrogeology pertaining to volatile organic compounds (VOCs) in groundwater.		
3. The proposed resource must have a minimum of 5 years previous work experience in: <ul style="list-style-type: none"> ➤ operating and conducting modifications to groundwater treatment systems (fixed and/or mobile) for containment of groundwater contamination with volatile organics or, for mobile systems, demonstrating experience with the resolution of technical obstacles associated with long term operation. 		
4. The proposed resource must have a minimum of 5 years previous work experience in the analysis and interpretation of data relating to: <ul style="list-style-type: none"> - groundwater flow rates and direction; - contaminant plume migration; - determination of design requirements respecting groundwater extraction rates and related specifications for groundwater treatment systems. 		

5. The proposed resource must have a minimum of 5 years previous work experience in the analysis and interpretation of data relating to well and plume capture zones.		
6. The proposed resource must have a minimum of 5 years previous work experience in the analysis and interpretation of data relating to groundwater contaminant fate and transport mechanisms.		
7. The proposed resource must have a minimum of 5 years previous work experience in the analysis and interpretation of data relating to natural attenuation indicators.		
8. The proposed resource must have a minimum of 5 years previous work experience in the analysis and interpretation of data relating to evaluation of contaminant containment.		
9. The proposed resource must have a minimum of 5 years previous work experience in recommending additional characterization as required.		
10. The proposed resource must have a minimum of 5 years previous work experience in the analysis and interpretation of data relating to evaluation of contaminant trends (i.e. rebound monitoring).		
11. The proposed resource must have a minimum of 5 years previous work experience in preparing a groundwater monitoring and operations report.		
T OPERATORS		
1. The proposed resources must have, as a minimum, a diploma from a recognized Canadian college (or equivalent) in environmental technology; other relevant post-secondary education and training is also acceptable, including a B.Sc., etc. Proof of education must be provided.		
2. The proposed resources must have a minimum of 5 years previous work experience in: <ul style="list-style-type: none"> ➤ operating and conducting modifications to groundwater treatment systems (fixed and/or mobile) for containment of groundwater contamination with volatile organics or, for mobile systems, demonstrate experience with the resolution of technical obstacles associated with long term operation. 		
3. The proposed resources must have a minimum of 2 years previous work experience with the Ladder Logic programming language (Siemens Step 5) or a similar system.		
4. The proposed resources must have a minimum of 5 years previous work experience in the operation and maintenance of the Hewlett Packard HP 5890 Series II Gas Chromatograph with FID/ECD Detection (FID-Flame Ionization Detector/ECD-Electron Capture Detector) or a similar system.		
5. The proposed resources must have a minimum of 5 years		

previous work experience in purge and trap sample preparation for Gas Chromatography (GC) analysis of volatile organic compounds		
6. The proposed resources must have a minimum of 2 years previous work experience in sampling and analyzing surface water and groundwater samples for volatile organic compounds.		
7. The proposed resources must have a minimum 40 hours of training in an industry standard Occupational Safety and Health (OSH) program regarding hazardous materials incident response, hazardous materials handling and occupational safety and health. An 8 hour OSH refresher course taken within the last 2 years is acceptable. Proof of OSH training must be provided. ▲		
8. The proposed resources must have training in Workplace Hazardous Material Information System (WHMIS). Proof of WHMIS training must be provided. ▲		
9. The proposed resources must have First Aid training (St. John Ambulance or equivalent). Proof of First Aid training must be provided. ▲		
10. The proposed resources must have a Valid driver's license. Proof of Valid driver's license must be provided. ▲		
11. The proposed resources must have a minimum of 2 years previous work experience with appropriate software for word processing, spreadsheets and databases (including Microsoft ACCESS).		
12. The proposed resources must have a minimum of 5 years previous work experience with the preparation of technical reports.		

Up to date training in OSH, first aid, and WHMIS are not essential requirements at time of bid submission, and lack of such will not exclude a bidder from qualification. However, meeting all or part of these requirements will be rated within the proposal, and both full time operators must have completed up-to-date training in WHMIS, OSH and first aid **within 60 days of contract initiation. It is the responsibility of the contractor to provide employee training at their own expense.**

▲ OSH, First Aid, and WHIMIS Training must be maintained and be valid for the duration of the contract and any subsequent option year periods.

■ It is acceptable for the senior scientist or hydrogeologist to perform the duties of the project manager, however, the mandatory qualifications described in section B.1 must be met in addition to the services in either B.2 or B3. The project manager, senior scientist or hydrogeologist need not be located on-site or in Ottawa but occasional meetings with TC will be required from time to time.

2.0 RATED REQUIREMENTS TECHNICAL/MANAGERIAL PROPOSAL

2.1 EVALUATION OF PROPOSALS

Proposals meeting all Mandatory Criteria will be evaluated and rated against the Point-Rated Criterion (R1-R4) in Table 1 below. For the technical proposal the total score will be established as follows:

Technical	Criterion R1:	Comprehension of the Scope of Work and Clarity of the Proposal	20 points
Technical	Criterion R2:	Firm Approach and Service Delivery Methodology	25 points
Managerial	Criterion R3:	Corporate Capabilities	25 points
Managerial	Criterion R4:	Project Management	30 points

Total Maximum

100 points (pass-mark 75 points)

A bidder's proposal **is to** meet or exceed a minimum score pass-mark of 75% (75/100) on the Point-Rated Criterion in order to be evaluated on the basis of the Bidder's Cost Proposal. Proposals failing to meet the minimum score pass-mark will result in the proposal being deemed non-compliant and no further consideration will be given.

2.2 Rated Requirements (R1-R4)

Criterion R1 - Comprehension of the Scope of Work and Clarity of the Proposal

Bidders are advised that in evaluating Criterion R1, attention will be focused on an understanding of the various activities, scheduling and deliverables. Provision of a one page (11" x 17") work plan (i.e. GANTT, Microsoft Project) illustrating the various tasks/activities, duration of tasks/activities, start and end dates, deliverables, and milestones as indicated in the Terms of Reference will be utilized to evaluate this component. The firm is to include the total number of hours of work for each worker within their work plan.

Criterion R2 – Firm Approach and Service Delivery

Bidders are advised that in evaluating Criterion R2, proponents will be rated on the appropriateness/logic of the proposed approach, methodology and identification and mitigation of risks relating to the separate tasks. Bidders are not expected and should not completely reiterate or delineate the Terms of Reference (TOR). Rather, bidders are expected to present their overall understanding of the work required and demonstrate their understanding of the specific issues and risks associated with each task.

Criterion R3 - Corporate Capabilities

Bidders are advised that in the event that references cannot be contacted, an alternative reference must be provided, no points will be awarded to any personnel qualification category for which that reference was used for corroboration. Personal qualifications claimed which cannot be verified through the background information or reference checks will not be considered for the purpose of this evaluation.

Criterion R4 - Project Management

In this section, details should be provided regarding the qualifications, relevant experience and expertise of the proposed personnel. The experience of the proposed resource must be clearly identified by providing a summary/description of the previous projects worked on and indicating when the work was carried out, the dollar value and the client.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements will not be considered "demonstrated" for the purpose of this evaluation. The bidder should provide complete details as to where, when (month and year) and how (through which activities/responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All requirements for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project, whose timeframe overlaps that of another referenced projects, will only be counted once. For example: Project 1 timeframe is July 2015 to December 2015; project 2 timeframe is October 2015 to January 2016; the total months of experience for these two project references are seven (7) months.

TABLE 1 –TECHNICAL/MANAGERIAL RATED REQUIREMENTS- 100 POINTS

Rated Criteria	Max	Rating/Points		Evaluation Factors
<p>R1. Comprehension of the Scope of Work and Clarity of the Proposal</p> <p>A maximum of four (8 1/2" x 11"- Arial 12) pages are to be submitted for this criteria, excluding the one page work plan.</p> <p>If more than four pages are provided, only the first four pages will be evaluated.</p>	20 points	Points will be allocated as follows:		<p>Information to be supplied for R1.</p> <ul style="list-style-type: none"> The Bidder should provide a brief narrative demonstrating that the proponent understands the work required in the Terms of Reference and the way the services are to be delivered. Assessment will be made on the thoroughness of the firm’s understanding and the suitability of the services offered by the firm to meet the scope of work. Clarity of the proposal will be assessed through an evaluation of the conciseness and completeness of the proposal. The Bidder should provide a brief narrative demonstrating comprehension of the current containment approach, Risk Management Plan (RMP), and the on-going risk management measures. The Bidder should provide a brief narrative of the roles of key groups (PSPC, TC, and Contractor). The Bidder should provide a detailed list of services and a description of the services (deliverables) to be provided as indicated in the TOR.
		20 points	The proposal demonstrates an excellent understanding of the work required, current state of the facility, current remedial approach, risk management plan, list of services, and work scheduling. Response provided is very clear, concise and complete.	
		15 points	The proposal demonstrates a very good understanding of the work required, current state of the facility, current remedial approach, risk management plan, list of services, and work scheduling. Response provided is clear, concise and complete.	
		10 points	The proposal demonstrates a satisfactory understanding of the work required, current state of the facility, current remedial approach, risk management plan, list of	

			services, and work scheduling. Response provided is moderately clear, concise and complete.	<ul style="list-style-type: none"> The Bidder should provide a one page (11" x 17") work plan (i.e. GANTT, Microsoft Project) to evaluate the Contractor's understanding of the various tasks/activities, schedule (duration of tasks/activities), start and end dates, deliverables, and milestones as indicated in the Terms of Reference. The firm is to include the total number of hours of work for each worker within their work plan.
		5 points	The proposal demonstrates little understanding of the work required, current state of the facility, current remedial approach, risk management plan, list of services, and work scheduling. Response provided is not clear, concise and complete.	
		0 points	The proposal demonstrates a lack of understanding of the work required, current state of the facility, current remedial approach, risk management plan, list of services, and work scheduling. Response provided is poor, not clear, concise and complete.	
R2. Firm Approach and Service Delivery Methodology A maximum of four (8 1/2" x 11"- Arial 12) pages are to be submitted for this criteria. If more than four pages	25 points	Points will be allocated as follows:		Information to be supplied for R2.
		25 points	The proposal demonstrates a superior approach and methodology.	<ul style="list-style-type: none"> The Bidder should provide a brief narrative of the firm's management and organization structure. How the team will be organized and how the team fits in the context of the existing structure of the firm. The Bidder should provide a brief description of the firm's approach and
		20 points	The proposal demonstrates a very good approach and methodology.	

<p>are provided, only the first four pages will be evaluated.</p>		<p>15 points</p>	<p>The proposal demonstrates a good approach and methodology</p>	<p>methodology to meet the requirements in the TOR including:</p> <ul style="list-style-type: none"> ✓ A brief narrative to describe how the firm will undertake the work and the approach to deal with anticipated problems as well as tasks in order to provide the required services; ✓ A brief narrative of the potential risks involved in meeting the objectives and how those risks will be mitigated; ✓ A brief narrative of the quality control of the delivery of services. 								
		<p>10 points</p>	<p>The proposal demonstrates a satisfactory approach and methodology.</p>									
		<p>5 points</p>	<p>The proposal demonstrates a poor approach and methodology.</p>									
		<p>0 points</p>	<p>The proposal demonstrates a lack of approach or methodology.</p>									
<p>R3. Corporate Capabilities</p> <p>1. Past Performance</p> <p>A maximum of one side of an 8 1/2" x 11"- (Arial 12) page per project - two sides if photographs or illustrations are used. If more than one written page per project is provided, only the first page will be considered.</p> <p>TC reserves the right to contact references to confirm the Contractor's past project performance with respect to the quality of</p>	<p>(25 points)</p> <p>10 points</p>	<p>Points will be allocated as follows:</p> <table border="1" data-bbox="827 805 1459 1045"> <tr> <td data-bbox="827 805 1026 907"> <p>10 points</p> </td> <td data-bbox="1026 805 1459 907"> <p>Sample projects directly related to the requirements.</p> </td> </tr> <tr> <td data-bbox="827 907 1026 976"></td> <td data-bbox="1026 907 1459 976"></td> </tr> <tr> <td data-bbox="827 976 1026 1045"> <p>5 points</p> </td> <td data-bbox="1026 976 1459 1045"> <p>Sample projects generally related to the requirements.</p> </td> </tr> <tr> <td data-bbox="827 1045 1026 1114"> <p>0- points</p> </td> <td data-bbox="1026 1045 1459 1114"> <p>Sample projects not related to the requirements.</p> </td> </tr> </table>		<p>10 points</p>	<p>Sample projects directly related to the requirements.</p>			<p>5 points</p>	<p>Sample projects generally related to the requirements.</p>	<p>0- points</p>	<p>Sample projects not related to the requirements.</p>	<p>Information to be supplied for R3.</p> <ul style="list-style-type: none"> • The Bidder should provide a brief description of significant and comparable projects (maximum of three) related to containment of groundwater contamination with VOCs completed over the last five to eight years by the firm. If more than 3 projects are provided, only the first 3 projects will be considered. Include the names of senior personnel and project personnel who were involved as a member of the project teams and their project role, as well as the scope, budget, date and cost of completion of the selected projects. • The Bidder should provide a brief summary of the services provided for these projects;
<p>10 points</p>	<p>Sample projects directly related to the requirements.</p>											
<p>5 points</p>	<p>Sample projects generally related to the requirements.</p>											
<p>0- points</p>	<p>Sample projects not related to the requirements.</p>											

<p>workmanship, similar operational and overall management</p> <p>2. Firm Experience</p> <p>A maximum of six (8 1/2" x 11" - Arial 12) pages are to be submitted for this criteria, excluding the one page work plan.</p> <p>If more than six pages are provided, only the first six pages will be evaluated.</p>	<p>15 points</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; text-align: center;">15 points</td> <td>Strong firm/team- highly knowledgeable and experienced -has worked successfully together on comparable projects.</td> </tr> <tr> <td style="text-align: center;">10 points</td> <td>Firm/team has acceptable level of knowledge and experience and will likely meet requirements.</td> </tr> <tr> <td style="text-align: center;">5 points</td> <td>Firm/team does not have an acceptable level of knowledge and overall experience is weak.</td> </tr> <tr> <td style="text-align: center;">0 points</td> <td>Firm/team is not likely to be able to meet the knowledge and experience requirements.</td> </tr> </table>	15 points	Strong firm/team- highly knowledgeable and experienced -has worked successfully together on comparable projects.	10 points	Firm/team has acceptable level of knowledge and experience and will likely meet requirements.	5 points	Firm/team does not have an acceptable level of knowledge and overall experience is weak.	0 points	Firm/team is not likely to be able to meet the knowledge and experience requirements.	<p>and</p> <ul style="list-style-type: none"> • The Bidder should provide the name, address and telephone number of client contacts at the working level for reference purposes for each project. • The Bidder should demonstrate that the firm and project team have the requisite experience in operating and conducting modifications to groundwater treatment systems (fixed and/or mobile) for containment of groundwater contamination with volatile organics or, for mobile systems, demonstrate experience with the resolution of technical obstacles associated with long term operation. <ul style="list-style-type: none"> • Pilot and/or bench scale studies/systems for VOCs, mobile drinking water disinfection/ purification systems, and landfill leachate systems are not considered groundwater remediation systems and do not meet the demonstrated <u>previous</u> experience requirement. • The Bidder should demonstrate that the firm and project team have the requisite experience in conducting surface water and
15 points	Strong firm/team- highly knowledgeable and experienced -has worked successfully together on comparable projects.										
10 points	Firm/team has acceptable level of knowledge and experience and will likely meet requirements.										
5 points	Firm/team does not have an acceptable level of knowledge and overall experience is weak.										
0 points	Firm/team is not likely to be able to meet the knowledge and experience requirements.										

			<p>groundwater monitoring, operating an analytical laboratory including sampling and analysis using gas chromatography techniques for VOCs and provide documented evidence of reproducible results from an external laboratory.</p> <ul style="list-style-type: none"> The Bidder should demonstrate that the firm and project team have the requisite knowledge of and experience in: <ul style="list-style-type: none"> analytical chemistry and hydrogeology; determining contaminant plume migration; determining design requirements respecting groundwater extraction rates and related specifications for groundwater treatment systems; determining groundwater plume flow direction and plume stability; well and plume capture zone analysis; subsurface characterization techniques; groundwater contaminant fate and transport mechanisms; and natural attenuation indicators and contaminant trend evaluations (i.e. rebound monitoring). 		
<p>R4. Project Management (Project Manager, Senior Scientist, Hydrogeologist and Plant Operators Expertise and Experience)</p> <p>A maximum of eighteen (8</p>	30 points	<p>Points will be allocated as follows</p> <table border="1"> <tr> <td>30 points</td> <td>Information provided demonstrates project personnel highly qualified and experienced.</td> </tr> </table>	30 points	Information provided demonstrates project personnel highly qualified and experienced.	<p>Information to be supplied for R4.</p> <ul style="list-style-type: none"> The Bidder should demonstrate that it has a project manager, senior scientist, hydrogeologist and plant operators with the capability, capacity and expertise for each
30 points	Information provided demonstrates project personnel highly qualified and experienced.				

<p>1/2" x 11" - Arial 12) pages are to be submitted for this criteria.</p> <p>If more than 18 pages are provided, only the first 18 pages will be evaluated.</p> <p>The plant operators' qualifications such as proof of education, training in OSH, first aid, WHMIS and a valid driver's license are in addition to the 18 pages.</p>		25 points	Information provided demonstrates project personnel are very qualified and experienced.	<p>of the mandatory qualifications listed in Section 19.0 of the TOR.</p> <ul style="list-style-type: none"> The Bidder should provide a curriculum vitae (c.v.'s) for each project personnel. These c.v.'s must clearly indicate the years of experience that each of the project personnel has in the provision of the Mandatory Qualifications specified in the Terms of Reference; The Bidder should identify the project personnel's years of experience, the number of years with the firm and their respective responsibilities, if any, for those 3 past projects listed in the Corporate Capabilities section.
		20 points	Information provided demonstrates project personnel are qualified and experienced.	
		15 points	Information provided demonstrates project personnel have an acceptable level of qualifications and experience.	
		10 points	Information provided demonstrates project personnel have little qualifications and experience.	
		5 points	Information provided demonstrates project personnel do not possess qualifications and experience.	

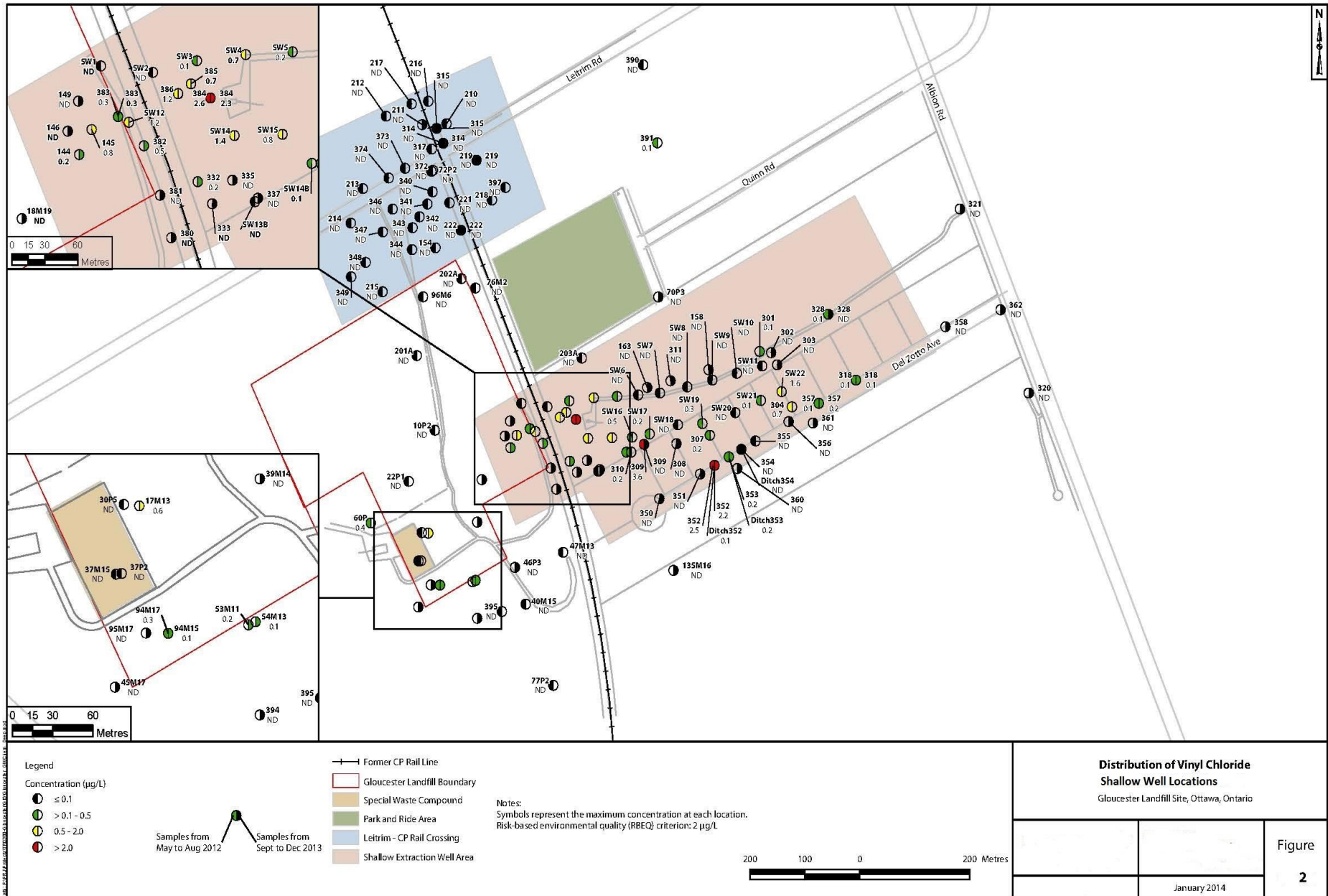
Figure 1	Figure 1
Site Location	Emplacement du site
Legend	Légende
Gloucester Landfill Boundary	Limite du site d'enfouissement de Gloucester
Site Location	Carte de l'emplacement du site
RUE LEITRIM	Leitrim Road
RUE QUINN	Quinn Road
RUE ALBION	Albion Road
RUE DEL ZOTTO	Del Zotto Ave.



Site Location Map/ Carte de l'emplacement du site
 Gloucester Landfill/ Site d'enfouissement de Gloucester

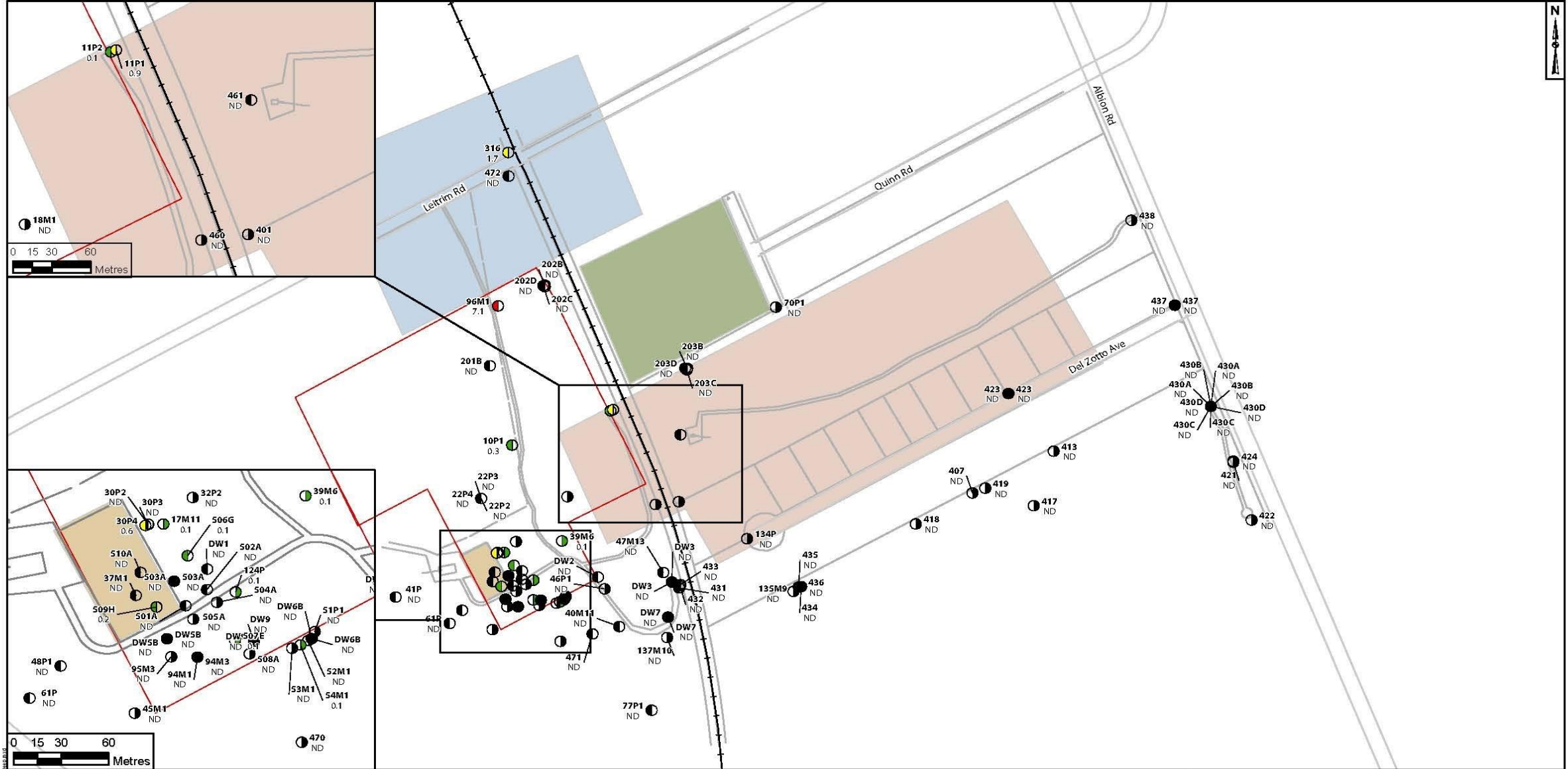
		Figure
		1

Figure 2	Figure 2
Distribution du chloroéthène	Distribution of Vinyl Chloride
Emplacements des puits peu profonds	Shallow Well Locations
Ancienne voie ferrée du Canadien Pacifique	Former Canadian Pacific Rail Line
Site d'enfouissement de Gloucester	Gloucester Landfill Boundary
INSTALLATION POUR LES DÉCHETS SPÉCIAUX	Special Waste Compound
Aire de stationnement incitatif	Park and Ride Area
Passage à niveau du CP au chemin Leitrim	Leitrim CP Rail Crossing
Zone de puits d'extraction peu profond	Shallow Extraction Well Area
RUE LEITRIM	Leitrim Road
RUE QUINN	Quinn Road
RUE ALBION	Albion Road
Légende	Legend
Teneur	Concentration
Échantillons de mai à août 2011	Samples from May to August 2011
Échantillons de sept. à déc. 2011	Samples from Sept to Dec. 2011
Observations : Les symboles représentent la teneur maximale à chaque emplacement. Critères de qualité environnementale fondés sur le risque (QEFR): 2ug/L	Notes : Symbols represent the maximum concentration at each location. Risk-based environmental quality criteria (RBEQ) criterion: 2u/g/L
janvier 2014	January 2014
Transports Canada	Transport Canada



Distribution of Vinyl Chloride Shallow Well Locations Gloucester Landfill Site, Ottawa, Ontario	
	Figure 2
January 2014	

Figure 3	Figure 3
Emplacements des puits profonds	Deep Well Locations
Distribution du chloroéthène	Distribution of Vinyl Chloride
Ancienne voie ferrée du Canadien Pacifique	Former Canadian Pacific Rail Line
Site d'enfouissement de Gloucester	Gloucester Landfill Boundary
INSTALLATION POUR LES DÉCHETS SPÉCIAUX	Special Waste Compound
Aire de stationnement incitatif	Park and Ride Area
Passage à niveau du CP au chemin Leitrim	Leitrim CP Rail Crossing
Zone de puits d'extraction profond	Deep Extraction Well Area
RUE LEITRIM	Leitrim Road
RUE QUINN	Quinn Road
RUE ALBION	Albion Road
Légende	Legend
Teneur	Concentration
Échantillons de mai à août 2011	Samples from May to August 2011
Échantillons de sept. à déc. 2011	Samples from Sept to Dec. 2011
Observations : Les symboles représentent la teneur maximale à chaque emplacement. Critères de qualité environnementale fondés sur le risque (QEFR): 2ug/L	Notes : Symbols represent the maximum concentration at each location. Risk-based environmental quality criteria (RBEQ) criterion: 2u/g/L
janvier 2014	January 2014
Transports Canada	Transport Canada



Legend

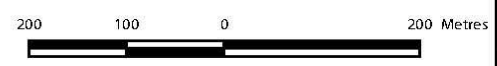
Concentration (µg/L)

- ≤ 0.1
- > 0.1 - 0.5
- 0.5 - 2.0
- > 2.0

○ Samples from May to Aug 2012
 ● Samples from Sept to Dec 2013

- Former CP Rail Line
- ▭ Gloucester Landfill Boundary
- ▭ Special Waste Compound
- ▭ Park and Ride Area
- ▭ Leirim - CP Rail Crossing
- ▭ Shallow Extraction Well Area

Notes:
 Symbols represent the maximum concentration at each location.
 Risk-based environmental quality (RBEQ) criterion: 2 µg/L



**Distribution of Vinyl Chloride
 Deep Well Locations**
 Gloucester Landfill Site, Ottawa, Ontario

		Figure
		3
	January 2014	

Annex A – Sampling Schedule 2015-2016

(SEE ATTACHMENT “A”)

3.0 COST PROPOSAL (COMPLIANT BIDS ONLY)

It is understood by the parties submitting proposals that only those proposals meeting all the mandatory requirements and achieving an overall minimum score of 75% or better in the rated requirements will have their cost proposal considered and evaluated.

The compliant proposal with the lowest bid for Team resources will be assigned 20 points. Other compliant firms' bids will then be assigned on a pro rata basis using the formula below.

$$\text{Points Awarded} = \frac{\text{Lowest bid for Team Resources}}{\text{Other Firms' Bid for Team Resources}} \times 20 + \text{Technical Proposal Points}$$

The cost will be evaluated using the Estimated Hours per year and the quoted hourly rates.

This total cost score will be added to the Technical Score received to determine the successful proponent.

INSTRUCTIONS TO TENDERERS

1. DEFINITIONS

In the Invitation to Tender

- 1.1. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract,
- 1.2. "Tender Closing Time" refers to the date, hour and minute expressed in the local time of the Tendering Office, after which no further tenders will be accepted.

2. TENDER CLOSING

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

3. TENDER OPENING

In the case of a Public Tender Opening

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

4. OFFICIAL TENDER FORMAT

Tenders must be submitted in the format provided and must be properly executed and submitted as instructed.

5. QUESTIONS DURING TENDER PERIOD

Questions during the tender period must be submitted in writing.

6. REVISION OF TENDERS

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

7. TENDER SECURITY

- 7.1. If specified in the Invitation to Tender, the tenderer will provide tender security, at the tenderer's own cost, in accordance with the document entitled "Tender Security Requirements".
- 7.2. All tender security will be returned except that of the successful tenderer, which will be retained until the successful tenderer has provided contract security in accordance with Article 8.

8. CONTRACT SECURITY

There is no security requirement.

9. INSURANCE

- 9.1. If specified in the Invitation to Tender, the successful tenderer will be required to provide contract insurance, at the tenderer's own cost, within 14 days of contract award in accordance with the document entitled "Insurance Conditions".
- 9.2. Where insurance is a requirement, all tenders must be accompanied by confirmation from the tenderer's insurance company that the required insurance will be available upon contract award.

10. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

The Federal Contractors Program for Employment Equity applies to contracts for the provision of all goods and services, but not to the purchase or lease of real property or to construction contracts. Where a tender for the provision of goods or services is valued at \$200,000 or more and the tenderer's organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or the tender will not be considered.

11. SIGNING OF DOCUMENTS

See attached form entitled "Requirements for Signature and Description of Parties Other Than Her Majesty".

12. TENDER VALIDITY PERIOD

- 12.1. Unless otherwise specified in the Invitation to Tender, tenders shall remain firm and in effect for a period of 120 days following Tender Closing Time.
- 12.2. Notwithstanding Article 12.1, in the event the Minister deems it necessary to extend the 60-day period for acceptance of tenders for a further 60-day period, the Minister shall, prior to the expiration of such period, notify the tenderer by written notice to that effect, whereupon the tenderer shall have 15 days from the date of receipt of such written notice to, in writing,

either accept the requested extension as referred to in the ministerial notice or withdraw the tender.

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

13. INCOMPLETE TENDERS

- 13.1. Incomplete or conditional tenders **will** be rejected.
- 13.2. Tenders that omit any mandatory requirements specified in the Invitation to Tender **will** be rejected.
- 13.3. In the event that tender security is required and is not provided with the tender, the tender **will** be rejected.

14. REFERENCES

The Minister reserves the right, before awarding the contract, to require the successful tenderer to submit such evidence of qualifications as the Minister may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the tenderer.

15. LOWEST TENDER NOT NECESSARILY ACCEPTED

Lowest or any bid not necessarily accepted. Canada reserves the right to:

- a. Reject any or all bids received in response to the bid solicitation;
- b. Cancel the bid solicitation at any time;
- c. Reissue the bid solicitation; and
- d. Negotiate with the sole responsive bidder to ensure best value to Canada.

By submitting a bid, the Bidder acknowledges Canada's rights under this section and waives any claim, or cause of action, against Canada by reason of Canada's exercise of its rights under this section, whether such claim or cause of action arises in contract, negligence, or otherwise.

**CONTRACTS AND OTHER LEGAL DOCUMENTS
(COMMON-LAW PROVINCES)**

**REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER
THAN HER MAJESTY**

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(exact name), a corporation duly incorporated under the laws of _____ and having a head office and principal place of business at _____.	By the representative(s) duly authorized by a resolution of the board of directors.
PARTNERSHIP (two or more partners)	(name), (occupation), (address) of each acting partner carrying on the partnership business. If the partnership operates under a name other than the name of the partners, state the name and style under which it carries on business.	By one or more partners duly authorized to sign on behalf of partnership.
SOLE PROPRIETORSHIIP (single individual enterprise)	(name), (occupation), (address) of individual carrying on business under his/her personal name. If the business is carried out under a “trade name”, the trade name may be included after the name of the sole proprietor such as: “Mr. X carrying on business under the name and style of _____”.	By the sole proprietor. By the sole proprietor under the trade name: ex. X reg. By: _____ (X’s signature)
MUNICIPALITY	(name of municipality) incorporated under the laws of the Province of _____, herein acting through and represented by (name), one of its officers duly authorized under a resolution of its Council adopted on the ____ day of _____, 2____.	By the municipal officer(s) authorized by a resolution of the Municipal Council.

IMPORTANT:

Certain provinces* require that documents bear the seal of the tenant or the bidder in the case of: leases in excess of three years or any other disposition of land or an interest therein; and offers submitted in response to any invitation to tender which requires that the offer remain outstanding without revocation until the tender validity date has expired.

* *Statute of Frauds*, R.S.O., 1990, c.S.19, ss 1, 2 and 3.

**CONTRACTS AND OTHER LEGAL DOCUMENTS
(PROVINCE OF QUEBEC)**

**REQUIREMENTS FOR SIGNATURE AND DESCRIPTION OF PARTIES OTHER
THAN HER MAJESTY**

<u>PARTIES</u>	<u>DESCRIPTION</u>	<u>SIGNATURE</u>
INCORPORATED COMPANY	(exact name), a corporation whose head office is located at _____, which has been duly incorporated and is validly existing under the laws of Quebec.	By the representative(s) authorized by a resolution of the board of directors.
PARTNERSHIP		
General Partnership two partners or more (persons or legal persons)	Name and type of the partnership contained in the Declaration of Partnership, having its head office at _____, Province of Quebec.	By one or more partner(s) duly authorized to sign on behalf of partnership.
Limited Partnership two partners or more (person or legal persons)	Same as above.	By one or more general partner(s).
Undeclared Partnership two partners or more (persons or legal persons)	(name) and (domicile) of each partner carrying on business in an Undeclared Partnership.	By each of the partners.
SOLE PROPRIETORSHIP (single individual enterprise)	(name), (occupation), (domicile) of sole proprietor carrying on business under his personal name. If the business is carried out under a trade name, the trade name should be included after the name of the individual such as: "Mr. X carrying on business under the name and style of _____".	By the sole proprietor. By the sole proprietor under the trade name Ex. X reg'd By: _____ (Signature of X)
MUNICIPALITY	(name of municipality), incorporated under the laws of the Province of Quebec, herein acting through and represented by (name), one of its officer(s) duly authorized by a resolution of its Council adopted on the _____ day of _____, 2____.	By the municipal officer(s) authorized by resolution of the Municipal Council.

COMMENTS:

In Quebec, the seal is not required and adds nothing to the document. Any such requirement on a blank form can be ignored.

APPENDIX "E"

**FEDERAL CONTRACTORS PROGRAM
FOR EMPLOYMENT EQUITY
AN IMPORTANT NOTICE FOR BIDDERS**

**PROGRAMME DE CONTRATS FÉDÉRAUX
POUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI
AVIS IMPORTANT AUX SOUMISSIONNAIRES**

The Federal Contractors Program (FCP) requires that some organizations bidding for federal government contracts make a formal commitment to implement employment equity*, as a precondition to the validation of their bids. Your organization is covered by this program:

En vertu du Programme de contrats fédéraux (PCF), certaines entreprises qui soumissionnent des marchés fédéraux doivent s'engager formellement à mettre en oeuvre un programme d'équité en matière d'emploi* avant que leur soumission puisse être validée. Votre organisation est assujettie au programme:

1. IF YOU ARE BIDDING FOR A GOODS AND/OR SERVICES CONTRACT WORTH \$200,000 OR MORE AND;

1. SI VOUS SOUMISSIONNEZ UN MARCHÉ DE BIENS OU DE SERVICES D'UNE VALEUR DE 200 000 \$ OU PLUS ET

2. IF YOU HAVE 100 OR MORE PERMANENT PART-TIME AND/OR PERMANENT FULL-TIME EMPLOYEES ACROSS CANADA

2. SI ELLE COMPTE 100 EMPLOYÉS PERMANENTS OU PLUS, À TEMPS PARTIEL OU À TEMPS PLEIN, À L'ÉCHELLE NATIONALE

If both conditions apply, you must enclose with your bid either a signed Certificate of Commitment or, if you had submitted one earlier, quote the official certificate number assigned by the FCP. **Please note that, without a signed Certificate of Commitment, or a Certificate number, your bid is liable to be rejected.**

Si les deux conditions sont remplies, vous devez joindre une attestation d'engagement dûment signée ou, si vous en avez déjà présenté une, indiquer le numéro officiel qui vous a été attribué dans le cadre du PCF. **Veillez noter que les soumissions non accompagnées d'une attestation signée ou d'un numéro d'attestation pourront être rejetées.**

Please complete the form below. In cases where the FCP requirements do not apply please check the applicable box. **The completed form must always be returned with your bid.**

Veillez remplir le formulaire ci-dessous. Lorsque que le PCF ne s'applique pas, veuillez cocher la case pertinente. **Le présent formulaire doit toujours être joint à votre soumission.**

*The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request through your contracting officer.

*Si les critères d'application du PCF et les renseignements généraux ne sont joints aux présentes, vous pouvez les obtenir sur demande auprès de votre agent de négociation des marchés.

NOTE - NOTA

ALL BIDDERS MUST CHECK THE APPLICABLE BOX(ES) BELOW.
TOUS LES SOUMISSIONNAIRES DOIVENT COCHER LES CASES PERTINENTES CI-DESSOUS.

FAILURE TO COMPLETE AND RETURN THIS FORM WILL RENDER BIDS LIABLE TO BE REJECTED.
SI VOUS OMETTEZ DE REMPLIR ET DE RENVOYER LE PRÉSENT FORMULAIRE VOTRE SOUMISSION POURRA ÊTRE REJETÉE.

- COPY OF SIGNED CERTIFICATE OF COMMITMENT IS ENCLOSED
- DOUBLE DE L'ATTESTATION D'ENGAGEMENT EST CI-JOINT.

OR - OU

- CERTIFICATE NUMBER IS
- LE NUMÉRO OFFICIEL DE L'ATTESTATION EST _____

OR - OU
PROGRAM REQUIREMENTS DO NOT APPLY FOR REASON CHECKED BELOW:
LE PROGRAMME NE S'APPLIQUE PAS POUR LES RAISONS SUIVANTES:

- BID IS LESS THAN \$200,000;
- LA VALEUR DE LA SOUMISSION EST INFÉRIEURE À 200 000 \$;
- THIS ORGANIZATION HAS FEWER THAN 100 PERMANENT PART-TIME AND/OR FULL TIME EMPLOYEES;
- VOTRE ORGANISATION COMPTE MOINS DE 100 EMPLOYÉS PERMANENTS, À TEMPS PARTIEL OU À TEMPS PLEIN;
- THIS ORGANIZATION IS SUBJECT TO THE EMPLOYMENT EQUITY ACT.
- VOTRE ORGANISATION EST ASSUJETTIE À LA LOI SUR L'ÉQUITÉ EN MATIÈRE D'EMPLOI.

NAME AND ADDRESS OF ORGANIZATION _____
NOM ET ADRESSE DE L'ORGANISATION _____

FEDERAL CONTRACTORS PROGRAM

INFORMATION FOR SUPPLIERS AND CONTRACTORS

OBJECTIVE

The objective of the Federal Contractors Program (FCP) is to ensure that suppliers of goods and services who do business with the Government of Canada achieve and maintain a fair and representative workforce in compliance with the FCP Criteria for Implementation and the Employment Equity Act.

DESCRIPTION

Suppliers of goods and services to the federal government that

- have a national workforce of 100 employees or more and
- are bidding on contracts valued at \$1,000,000.00 or more

are required to commit themselves to implementing employment equity as a condition of their bid. Upon bidding on a contract, the supplier of goods and services signs a *Certificate of Commitment* and receives a Certificate Number from Human Resources Development Canada (HRDC) Labour.

Once an organization's bid for a government contract has been accepted and meets the above requirements, the organization becomes a federal contractor subject to the FCP. Federal contractors are randomly selected for a compliance review after one year in the Program. The FCP is administered by HRDC Labour.

REQUIREMENTS

The FCP requires contractors to implement employment equity measures consistent with the 11 FCP Criteria for Implementation. Such measures require the identification and removal of barriers to the selection, hiring, promotion, and training of members of the designated groups; that is, women, Aboriginal peoples, persons with disabilities, and members of visible minorities.

Contractors must also take steps to improve the employment status of these designated groups by increasing their participation in all levels of employment within their organizations. **Failure to subsequently comply with prescribed employment equity obligations will result in the loss of opportunity to bid on government contracts.**

OPERATION

There are three essential steps in the implementation and operation of the FCP for employment equity:

- Certification
- Implementation
- Compliance Review

The timing of each step varies on a case-by-case basis and is not prescribed by the Program.

Step 1: Certification

Organizations that have a national workforce of 100 employees or more and who wish to, or are invited to, bid on federal government contracts valued at \$1,000,000.00 or more, must first certify in writing their commitment to implement employment equity according to specific criteria.

Step 2: Implementation

Upon having been awarded a federal government contract valued at \$1,000,000.00 or more, contractors must implement employment equity in keeping with the terms and conditions of the FCP Criteria for Implementation. Essential components of this process are the development and implementation of a plan of action and the means to monitor the following activities:

- Removal of discriminatory barriers to the employment and promotion of designated groups, including the elimination or modification of all human resources practices and systems that cannot be shown to be bona fide occupational requirements;
- Improvement in the participation of designated group members throughout the contractor's organization through hiring, training and promotion;
- Introduction of special measures and the establishment of internal goals and timetables towards the achievement of employment equity through recruitment, hiring, training, and promotion of designated group members, and through the provision of reasonable accommodations to enable members of such groups to compete with others on an equal basis; and
- Retention of records regarding the employment equity implementation process for assessment by HRDC Labour officers.

Step 3: Compliance Review

In-depth compliance reviews will be conducted by HRDC Labour officers to

- review the records and documents kept by contractors;
- assess compliance with the FCP Criteria for Implementation and the results obtained;
- determine the extent of efforts made by contractors on behalf of designated groups; and
- measure the performance levels attained by contractors.

If the compliance review results are positive, the process is complete and the contractor is so informed.

If the compliance review results are negative, the contractor is so informed and is expected to initiate remedial action for review within a prescribed time limit not to exceed 12 months.

When a contractor is found in non-compliance with the Program, appeals and sanctions may follow. The timing of each step is dependent upon individual circumstances.

APPEALS AND SANCTIONS

The contractor has the right to appeal an unfavorable finding resulting from a compliance review to the Minister of Labour. In that instance, an independent review will be undertaken to study the findings of the original compliance review and advise the Minister of Labour. In the event that the results of the independent review indicate a failure to comply, sanctions will be applied including the contractor's exclusion from bidding on federal government contracts.

FCP CRITERIA FOR IMPLEMENTATION

The FCP Criteria for Implementation provide contractors with a framework for planning and implementing an effective employment equity program within their organizations. **The following summaries of each of the criteria are intended as brief points of reference.** For detailed descriptions of each of the FCP Criteria for Implementation, please refer to the Federal Contractors Program-Criteria for Implementation on the HRDC website at the following address:

<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/criteria.shtml>

CRITERION 1: COMMUNICATION OF EMPLOYMENT EQUITY TO EMPLOYEES

Contractors can fulfill this criterion by communicating with employees, through the Chief Executive Officer or President, about

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities, and members of visible minorities);
- the measures the organization has undertaken or will undertake to develop an employment equity program and meet the corporate objective; and
- progress toward implementation of employment equity.

Criterion 2: Assignment of a Senior Official to be Responsible for Employment Equity

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization, with sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to

- demonstrate the commitment among senior management to employment equity;
- select staff members to comprise an Employment Equity Committee;
- encourage union representatives to participate; and
- ensure that the other 10 FCP Criteria for Implementation are carried out with the support of the above-noted individuals.

Criterion 3: Collection and Maintenance of Workforce Information

Contractors can fulfill this criterion by collecting and recording the data for all employees and each of the designated group members. The data to be collected includes

- internal representation data (stock data), collected via a self-identification survey. For accurate data collection and further analysis, the organization is required to achieve a high response rate to the survey;

- hiring, promotions, and terminations data (flow data) that will allow the contractor to track the progress of employment equity over time; and
- salary data, including top and bottom salary ranges.

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by

- analyzing the organization’s internal representation data (stock data) generated in criterion 3;
- developing a narrative summary of the results of the analysis; and
- incorporating the data analysis and narrative summary (workforce analysis) into the Employment Equity Plan (criterion 7).

Criterion 5: Employment Systems Review

Contractors can fulfill this criterion by

- analyzing the hiring, promotions, and terminations data (flow data) generated in criterion 3;
- conducting an intensive review of all formal and informal employment systems, policies and practices;
- modifying any policies and practices that might discourage designated group members from applying for employment or participating fully in the organization’s opportunities and benefits; and
- demonstrating that new policies and procedures are practiced at all levels of the organization.

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing

- numerical goals to address any deficiencies identified in the workforce analysis (criterion 4) and in the flow data analysis in the employment systems review (criterion 5); and
- non-numerical (qualitative) goals to address any deficiencies identified in the employment systems review (criterion 5).

Criterion 7: Development of an Employment Equity Plan

Contractors can fulfill this criterion by developing, implementing, and revising an Employment Equity Plan that contains all the components of the FCP Criteria for Implementation.

The objective of the Employment Equity Plan is to guide the organization toward meeting its employment equity goals. It should contain a sequence of tasks and activities to be assigned to individuals or units within the organization, scheduled according to a definite timetable.

The plan should be viewed as a working document, and as such, be reviewed regularly. Changes to the plan should be made as needed when a goal or activity needs to be altered. The plan should form an integral part of the organization's overall operational planning process.

Criterion 8: Adoption of Positive Policies and Reasonable Accommodation

Contractors can fulfill this criterion by taking proactive measures within their organizations to accelerate the entry, development, and promotion of designated group members. The aim of these measures is to redress past inequities and directly increase the representation of designated groups in the organization's workforce.

Criterion 9: Establishment of a Positive Work Environment

Contractors can fulfill this criterion by creating a corporate environment that not only encourages the introduction of new employees from designated groups, but that is also conducive to the movement of these employees from one occupational level in the organization to another.

Criterion 10: Adoption of Monitoring Procedures

Contractors can fulfill this criterion by including in the organization's *Employment Equity Plan*, a plan to regularly monitor and evaluate the organization's employment equity program, and retain all relevant statistics and documentation.

Criterion 11: Authorization to Enter Premises

Contractors can fulfill this criterion by permitting an on-site review, conducted by an HRDC Labour officer, in order to determine the organization's progress toward achieving a representative workforce that meets the conditions of the FCP.

**Human Resources
Development Canada**

**Développement des ressources
humaines Canada**

Labour Branch

Direction générale du travail

**Federal Contractors
Program**

Programme de contrats fédéraux

OFFICIAL USE ONLY CERTIFICATE NO.

Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
Legal name of organization		Parent company is located outside Canada	
Operating Name (if different)		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Type of Industry (sector, purpose, etc.)		Total no. employees in Canada (Full-Time/Part-Time) ▶	
HEAD OFFICE			
Address (street, building, etc.)		City	Province
		Postal Code	
		Telephone	Fax
EMPLOYMENT EQUITY CONTACT			
Name		Title	
Telephone	Email		
CERTIFICATION			
<p>The above-named organization:</p> <ul style="list-style-type: none"> • having a workforce of 100 or more permanent full-time and/or permanent part-time employees in Canada, AND • intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$1,000,000.00 or more, <p>hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.</p>			
SIGNATORY			
<p>NOTE: If the person who signs this certificate on behalf of the organization named above is NOT the Chief Executive Officer, it is understood that they hold a senior management position with the authority to implement Employment Equity in the organization.</p>			
Name (print)		Title	
Signature		Date	
RETURN INSTRUCTIONS			
<p>IMPORTANT</p> <ul style="list-style-type: none"> • You must include the <i>signed original</i> of this form with your bid. • You must also fax a <i>copy</i> of the signed form to Labour Branch, at (819) 953-8768. 			

Criteria for Implementation

1. Communication of Employment Equity to Employees
2. Assignment of Senior Official to be Responsible for Employment Equity
3. Collection of Workforce Information
4. Workforce Analysis
5. Employment Systems Review
6. Establishment of Goals
7. Development of an *Employment Equity Plan*
8. Adoption of Positive Policies and Reasonable Accommodation
9. Establishment of a Positive Work Environment
10. Adoption of Monitoring Procedures
11. Authorization to Enter Premises

Please refer to the document *Information for Suppliers and Contractors* for more details about the Federal Contractor's Program (FCP) Criteria for Implementation.



Transport
Canada

Transports
Canada

BIDDER'S DECLARATION
(REQUIRED WITH BID)

Project : Gloucester Operations and Maintenance

File Number : T8080-160067

- 1. The bidder declares that the bidder has not, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the contract if the payment of the fee would require the individual to file a return under section 5 of the Lobbying Act; and
- 2. The bidder declares that the bidder has not been convicted of an offence under section 121, 124 or 418 of the Criminal Code, other than an offence for which a pardon has been granted.

Name of consultant _____
/company

Complete address _____

GST number _____ or Procurement Business Number (PBN) _____

Telephone number _____ Fax number _____

CERTIFICATION

Company authorized signatory

Name (print) _____ Title _____

Signature _____ Date _____



**CERTIFICATIONS
(REQUIRED WITH BID)**

VENDOR CERTIFICATION

We hereby certify that all information provided herein is accurate. Furthermore we have satisfied ourselves that the personnel proposed by us for this requirement is capable of satisfactorily performing the requirement described herein. In addition, we certify that individuals proposed will be available until completion of the project. Also that the work specified herein can be met in a timely manner, and will be achieved within the time frame allocated.

LANGUAGE CAPABILITY

The Vendor certified that it has the language capability required to perform the work, as stipulated in the statement of work.

EDUCATION AND EXPERIENCE

The Vendor hereby certifies that all the information provided in the résumés and supporting material submitted with its proposal, particularly as this information pertains to education achievements, experience and work history, has been verified by the Vendor to be true and accurate. Furthermore, the Vendor warrants that the individuals proposed by the Vendor for the requirement are capable of satisfactorily performing the work described herein. Should a verification by the Minister disclose untrue statements, the Minister shall have the right to declare the proposal non responsive and, pursuant to the default provisions of any resulting contract, terminate any such contract for default.

FORMER PUBLIC SERVANTS

Contracts with 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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, Vendors must provide the information required below.

Definitions

For the purpose of this clause,

“former public servant” means a former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed forces or a former member of the Royal Canadian Mounted Police and includes: a) an individual

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

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the

implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner. "pension" means, in the context of the fee abatement formula, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

Is the Vendor a FPS in receipt of a pension as defined above? YES () NO ()

(Note that the information provided in response to the question above will be disclosed publicly.)

If so, the Vendor must provide the following information:

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

Work Force Reduction Program

Is the Vendor a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES () NO ()

If so, the Vendor 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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fee that may be paid to a FPS who received a lump sum payment is \$5,000, including Goods and Services Tax or Harmonized Sales Tax.

Print Name of Authorized Representative _____

Signature of Authorized Representative _____

Date _____

SUPPLEMENTARY CONDITION
CONFIDENTIALITY OF INFORMATION

The Consultant hereby agrees:

- a) *Not to reproduce, in any form, any portion of the contractual document.*
- b) *To hold in strictest confidence all Confidential Information obtained or accessed in connection with this Contract and agrees not to disclose such information to any Person other than those direct members of the Departmental project team.*
- c) *To take all precautions in dealing with the Confidential Information so as to prevent any unauthorized person from having access to such Confidential Information.*

For the purpose of this Contract, the term "Confidential Information" means all information (whether oral, written or computerized) which is identified orally or in writing as being information of a "confidential", "restricted" or "protected" nature and shall include any excerpts of or copies made of such information and any notes made from the review of such material by the Contractor. The Contractor agrees that if he is in doubt about whether certain information is confidential, he shall treat such information as confidential until advised by the Departmental Representative that it is not confidential. This Confidentiality covenant shall survive the termination of any Contract with the Contractor and shall remain in full force and effect unless specifically released by Transport Canada.

**WE HEREBY ACKNOWLEDGE THE CONDITIONS DESCRIBED ABOVE AND
UNDERTAKE TO FULLY COMPLY
with these conditions during the life of the proposed project.**

Name of Company

Signature _____

SECURITY REQUIREMENT

There are no security requirements.

INSURANCE CONDITIONS
for Service Contracts

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

1. DEFINITIONS

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

2. INDEMNIFICATION

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

3. PERIOD OF INSURANCE

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

4. PROOF OF INSURANCE

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

5. NOTIFICATION

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

6. INSURED

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

7. PAYMENT OF DEDUCTIBLE

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

8. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

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

The Minimum Acceptable Amount is \$2,000,000

8.2. The policy shall be issued with a deductible amount of not more than \$1,000 per occurrence applying to property damage claims only.

9. THIRD PARTY LIABILITY INSURANCE FOR VEHICLES AND EQUIPMENT OWNED, LEASED, USED OR OPERATED BY THE VENDOR

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

Minimum acceptable amount is \$2,000,000.

10. TENANTS LEGAL LIABILITY INSURANCE (WHERE APPLICABLE)

10.1. The Vendor shall provide an endorsement to the public liability and property damage insurance policy to provide coverage for premises under the Vendor's care, custody and control in a minimum amount of \$500,000.

SITE VISIT:

There will be no site visit.

APPENDIX "L"

RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the contract.

1. Statement of Work

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

2. GENERAL CONDITIONS PROFESSIONAL SERVICES

1. Interpretation

In the Purchase Order,

1.1. "Amendment" means "Revision";

1.2. "Contract" means "Purchase Order" and all the documents referred to and identified in the Contract, including these General Conditions;

1.3. "Departmental Contracting Authority" means the officer or employee of Her Majesty who is identified in the Contract and who executes the Contract;

1.4. "Departmental Representative" means the officer or employee of Her Majesty who is identified in the Contract and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;

1.5. "Her Majesty" includes Her Majesty the Queen in right of Canada or any agent of Her Majesty the Queen in right of Canada, and includes a Crown corporation and a departmental corporation.

1.6. "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

1.7. "Minister" includes a person acting for, or if the office is vacant, in place of the Minister of Transport and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;

1.8. "per diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly;

1.9. "prototypes" includes models, patterns and samples;

1.10. "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs;

1.11. "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract.

2. Priority of Documents

In the event of discrepancies or conflicts between these General Conditions and anything in the other documents making up the Contract, the General Conditions govern.

3. Successors and Assigns

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

4. Assignment, Subcontracting and Novation

4.1. The Contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.

4.2. No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon Her Majesty or the Minister.

4.3. Any assignment by the Minister of Her Majesty's interest in the Contract shall include the novation of the Minister's assignee as a party to the Contract. The Contractor shall be obligated to accept the novation of any such assignee and shall have no right to approve or disapprove the novation of such assignee on any basis whatsoever. The parties agree to promptly execute and deliver all such agreements and other instruments as may be reasonably required to give effect to any novation contemplated by this Article.

4.4. Neither the whole nor any part of the work may be subcontracted by the Contractor without the prior written consent of the Minister. Every subcontract shall incorporate all the terms and conditions of the Contract which can reasonably be applied thereto.

5. Time of the Essence

5.1. Time is of the essence of the Contract.

5.2. Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Such event may include, but is not restricted to, acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

5.3. The Contractor shall give notice to the Departmental Representative immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Departmental Representative, of work-around plans, including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the Departmental Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

5.4. Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would otherwise constitute an excusable delay shall be deemed not to be an excusable delay.

5.5. Notwithstanding that the Contractor has complied with the requirements of Article 5.3, the Minister may exercise any right of termination referred to in Article 8.

6. Indemnification

6.1. The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, demands, losses, damages, costs, expenses, actions, suits and other proceedings, by whomever made, sustained, brought, prosecuted, or threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor or the Contractor's employees or agents in performing the work.

6.2. The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and other proceedings, by whomever made, for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.

6.3. The Contractor's liability to indemnify Her Majesty and the Minister under the Contract shall not affect or prejudice Her Majesty and the Minister from exercising any other rights under law.

7. Notices

Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered by hand, or by courier, or if sent by registered mail, or facsimile or other electronic means that provides paper records of the text of the notice, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; if by facsimile or other electronic means, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

8. Termination or Suspension

8.1. The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

8.2. All work completed by the Contractor to the satisfaction of the Minister before the giving of such notice shall be paid for by the Minister in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, the Minister shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

8.3. In addition to the amount which the Contractor shall be paid under Article 8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by the Contractor or to which the Contractor is subject with respect to the work.

8.4. Payment and reimbursement under the provisions of Article 8 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that they are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated or suspended.

8.5. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.

8.6. The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of Article 8 except as expressly provided therein.

9. Termination due to Default of Contractor

9.1. The Minister may, by notice to the Contractor, terminate the whole or any part of the work if:

9.1.1. the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding-up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

9.1.2. the Contractor fails to perform any of the Contractor's obligations under the Contract, or in the Minister's view fails to make progress so as to endanger performance of the Contract in accordance with its terms.

9.2. In the event that the Minister terminates the work in whole or in part under Article 9.1, the Minister may arrange, upon such terms and conditions and in such manner as the Minister deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Minister for any excess costs relating to the completion of the work.

9.3. Upon termination of the work under Article 9.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, in any finished work which has not been delivered and accepted prior to such termination and in any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. The Minister shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Minister, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to the Minister pursuant to such direction. The Minister may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.

9.4. The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the contract price applicable to the work or the particular part thereof.

9.5. If, after the Minister issues a notice of termination under Article 9.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Article 8.1 and the rights and obligations of the parties hereto shall be governed by Article 8.

10. Records to be kept by Contractor

10.1. The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers which shall at reasonable times be open to audit and inspection by the authorized representative(s) of the Minister who may make copies thereof and take extracts therefrom.

10.2. The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representative(s) of the Minister with such information as the Minister or they may from time to time require with reference to such invoices, receipts and vouchers.

10.3. The Contractor shall not dispose of such invoices, receipts and vouchers without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

11. Ownership of Intellectual and Other Property including Copyright

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

11.2. Technical documentation shall contain the following copyright notice:

HER MAJESTY THE QUEEN IN RIGHT OF
CANADA

as represented by the Minister of Transport

11.3. Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the Contract shall be the property of Her Majesty. The Contractor shall have no rights in and to such technical information and inventions. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the Contract, and shall not sell other than to Her Majesty any articles or things embodying such technical information and inventions.

12. Conflict of Interest and Values and Ethics Codes for the Public Service

12.1. The Contractor acknowledges that individuals who are subject to the provisions of the [Conflict of Interest Act](#), 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and

ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

13. Contractor Status

This is a contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, or Income Tax.

14. Warranty by Contractor

14.1. The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which would generally be expected of a competent contractor in a like situation.

15. Member of House of Commons

No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise therefrom.

16. Amendments

16.1. No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment signed by the Departmental Contracting Authority.

16.2. No increase in the total liability of Her Majesty or in the price of the work resulting from any change, modification or interpretation of the documents will be authorized or paid to the Contractor unless such change, modification or interpretation has received the prior approval in writing of the Departmental Contracting Authority.

17. Entire Agreement

The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

18. Payment by the Minister

18.1. Applicable when the Terms of Payment specify PROGRESS payments.

18.1.1. Payment by the Minister to the Contractor for the work will be made:

18.1.1.1. in the case of a progress payment other than the final payment, within 30 days following the date of receipt of a duly completed progress claim or invoice, or

18.1.1.2. in the case of a final payment, within 30 days following the date of receipt of a duly completed final claim or invoice, or within 30 days following the date on which the work is completed, whichever is the later.

18.1.2. If the Minister has any objection to the form of the claim or invoice, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the claim or invoice. "Form of the claim or invoice" means a claim or invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.1.1 to apply for the sole purpose of calculating interest on overdue accounts.

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

18.2.1. Payment by the Minister to the Contractor for the work will be made within:

18.2.1.1. 30 days following the date on which all of the work has been delivered at the location(s) specified in and pursuant to the Contract and all other work required to be performed by the Contractor under the terms of the Contract has been completed, or

18.2.1.2. 30 days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract,

whichever is later.

18.2.2. If the Minister has any objection to the form of the invoice or substantiating documentation, the Minister shall notify the Contractor of the nature of the objection within 15 days of receipt of the invoice. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as the Minister requires. Failure by the Minister to act within 15 days will only result in the dates specified in Article 18.2.1 to apply for the sole purpose of calculating interest on overdue accounts.

19. Payment of Interest on Overdue Accounts

19.1. For the purposes of this Article:

19.1.1. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short-term advances to members of the Canadian Payments Association,

19.1.2. "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable,

19.1.3. an amount is "due and payable" when it is due and payable by the Minister to the Contractor in accordance with the terms of the Contract, and

19.1.4. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.

19.2. The Minister shall be liable to pay to the Contractor simple interest at the Average Rate plus three (3) per cent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

19.3. The Minister shall not be liable to pay interest in accordance with Article 19.2 if the Minister is not responsible for the delay in paying the Contractor.

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

20. Schedule and Location of Work

20.1. Where the work is to be performed in the offices of the Department of Transport, the Contractor shall, for better coordination, follow the same time schedule as applicable to employees of the Department of Transport.

20.2. Where work is to be performed at locations other than those described in Article 20.1, the schedule and location of work will be set forth in the Statement of Work.

21. No Other Benefits

21.1. It is understood and agreed that the Contractor will act as an independent contractor and that the Contractor is entitled to no other benefits or payments whatsoever other than those specified in the Terms of Payment.

21.2. It is further understood and agreed that entry into the Contract will not result in the appointment or employment of the Contractor as an employee, servant or agent of Her Majesty.

22. Applications, Reports, Payments by Contractor and Applicable Legislation

22.1. It shall be the sole responsibility of the Contractor to submit any applications, reports, payments or contributions with respect to Canada or Quebec Pension Plans, Employment Insurance, Workers' Compensation, Income Tax or any other similar matter which may be required by law to be made by the Contractor as a self-employed person in connection with the services to be performed under the Contract.

22.2. It shall be the sole responsibility of the Contractor to comply with all federal, provincial and municipal legislation which may have application to the services being performed under the Contract.

22.3. It is understood and agreed that the cost to the Contractor of doing those things required under Articles 22.1 and 22.2 is not to be charged to or reimbursed by the Minister in any way; such costs having been taken into consideration and included in the rates of payments indicated in the Terms of Payment.

22.4. The Contractor shall comply with all provincial and federal legislation affecting conditions of work and wage rates.

23. Minister's Responsibilities

The Minister shall provide such support, guidance, direction, instruction, acceptances, decisions and information as deemed necessary or appropriate under the Contract.

24. Public Disclosure

24.1. The contractor consents, in the case of a contract that has a value in excess of \$10,000, to the public disclosure of basic information — other than information described in any of paragraphs 20(1)(a) to (d) of the Access to Information Act — relating to the contract.

25. Integrity Provisions

25.1 Statement

25.1.1 The Contractor must comply with the [Code of Conduct for Procurement](#) and must comply with the terms set out in these Integrity Provisions.

25.1.2 The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the contract period, Canada may, following a notice period, terminate for default. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

25.2 List of Names

The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the contract period.

25.3 Information Verification

The Contractor certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

25.4 Lobbying Act

The Contractor certifies that neither it nor its Affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).

25.5 Canadian Offences Resulting in Legal Incapacity

25.5.1 The Contractor has certified that neither it nor any of its Affiliates have been convicted of

or have pleaded guilty to an offence under any of the following provisions, which result in legal incapacity under section 750(3) of the [Criminal Code](#), and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

25.5.1.1 paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or

25.5.1.2 section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#), or

25.5.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (a) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.5.1).

25.6 Canadian Offences

The Contractor has certified that:

25.6.1 it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence under any of the following provisions for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Canadian Pardons subsection:

25.6.1.1 section 119 (*Bribery of judicial officers, etc*), section 120 (*Bribery of officers*), section 346 (*Extortion*), sections 366 to 368 (*Forgery and other offences resembling forgery*), section 382 (*Fraudulent manipulation of stock exchange transactions*), section 382.1 (*Prohibited insider trading*), section 397 (*Falsification of books and documents*), section 422 (*Criminal breach of contract*), section 426 (*Secret commissions*), section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#), or

25.6.1.2 section 45 (*Conspiracies, agreements or arrangements between competitors*), section 46 (*Foreign directives*), section 47 (*Bid rigging*), section 49 (*Agreements or arrangements of federal financial institutions*), section 52 (*False or misleading representation*), section 53 (*Deceptive notice of winning a prize*) of the [Competition Act](#), or

25.6.1.3 section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or

25.6.1.4 section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or

25.6.1.5 section 3 (*Bribing a foreign public official*), section 4 (*Accounting*), or section 5 (*Offence committed outside Canada*) of the [Corruption of Foreign Public Officials Act](#), or

25.6.1.6 section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or

25.6.2 the Contractor has not been convicted of or pleaded guilty to the offences described in paragraph (25.6.1) and has certified that it has not directed, influenced, authorized, assented to,

acquiesced in or participated in the commission or omission of the acts or offences that would make that Affiliate ineligible for contract award.

25.7 Foreign Offences

The Contractor has certified that:

25.7.1. it and its Affiliates have not, in the last three years, from the date of contract award, been convicted of or pleaded guilty to an offence in a jurisdiction other than Canada of having committed an act or omission that would, in Canada's opinion, be similar to an offence referenced in the Canadian Offences Resulting in Legal Incapacity and the Canadian Offences subsections and for which it would be ineligible for contract award under these Integrity Provisions and for which they have not been pardoned or received a record of discharge under the Foreign Pardons subsection:

25.7.1.1 the court before which the Contractor or the Affiliate of the Contractor appeared acted within the court's jurisdiction;

25.7.1.2 the Contractor or the Affiliate of the Contractor appeared during the court's proceedings or submitted to the court's jurisdiction;

25.7.1.3 the court's decision was not obtained by fraud; and

25.7.1.4 the Contractor or the Affiliate of the Contractor was entitled to present to the court every defense that the Contractor or the Affiliate of the Contractor would have been entitled to present had the proceeding been tried in Canada; or

25.7.2 it has not been convicted of or pleaded guilty to the offences described in paragraph (25.7.1) and has certified that it has not directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of the acts or offences that would render that Affiliate ineligible to be awarded a contract under (25.7.1).

25.8 Ineligibility to Contract with Canada

25.8.1 The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, they will be ineligible to contract with Canada. If, after contract award, a Contractor becomes ineligible for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:

25.8.1.1 terminate the contract for default; or

25.8.1.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.2 The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract

with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:

25.8.2.1 terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or

25.8.2.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.3 The Contractor confirms that it understands that where it has been declared to be ineligible to contract with Canada under the [Ineligibility and Suspension Policy](#), it is also ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:

25.8.3.1 terminate the contract for default; or

25.8.3.2 requires the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.8.4 The Contractor confirms that it understands that where it or its Affiliates have been held responsible for breaches under the Lobbying Act subsection, it is ineligible to contract with Canada under these Integrity Provisions for the duration of the period that has been determined by the Minister of PWGSC. Where the Contractor has been declared to be ineligible under the [Ineligibility and Suspension Policy](#) after contract award, Canada may, following a notice period:

25.8.4.1 terminate the contract for default; or

25.8.4.2 require the Contractor to enter into an Administrative Agreement with the Minister of PWGSC on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

25.9 Declaration of Offences Committed

Where a Bidder or its Affiliate is unable to certify that it has not been convicted of any of the offences referenced under the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections, the Bidder must provide with its bid the completed Bidder's Declaration Form, to be given further consideration in the procurement process.

25.10 Period of Ineligibility

The following rules determine the period for which a Contractor or its Affiliate that has been convicted of certain offences is, ineligible to contract with Canada:

25.10.1 for all offences referenced under the Canadian Offences Resulting in Legal Incapacity subsection for which a Contractor or its Affiliate has pleaded guilty to or has been convicted of,

the period of ineligibility to be awarded a contract is indefinite, subject to the Canadian Pardons subsection;

25.10.2 subject to an Administrative Agreement, for all offences referenced under the Canadian Offences and Foreign Offences subsections for which a Contractor or its Affiliate has pleaded guilty to or been convicted of, as the case may be, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC, subject to the Canadian Pardons and Foreign Pardons subsections;

25.10.3 subject to an Administrative Agreement, for all breaches under the Lobbying Act subsection for which a Contractor or its Affiliate has been found responsible, in the last three years, the period of ineligibility to contract with Canada is ten years from the date of determination by the Minister of PWGSC.

25.11 Canadian Pardons

A determination of ineligibility to contract with Canada will not be made or maintained by the Minister of PWGSC under these Integrity Provisions, in respect of an offence or act that gave rise or that could give rise to a determination of ineligibility, if the Contractor or its Affiliate has:

25.11.1 been granted an absolute discharge in respect of the offence, or has been granted a conditional discharge in respect of the offence and those conditions have been satisfied;

25.11.2 been granted a pardon under Her Majesty's royal prerogative of mercy;

25.11.3 been granted a pardon under section 748 of the [Criminal Code](#);

25.11.4 received a record of suspension ordered under the [Criminal Records Act](#); and

25.11.5 been granted a pardon under the [Criminal Records Act](#), as that Act read immediately before the day section 165 of the [Safe Streets and Communities Act](#) comes into force.

25.12 Foreign Pardons

A determination of ineligibility to contract with Canada will not be made or maintained, as the case may be, by the Minister of PWGSC in respect of matters referenced in the Foreign Offences subsection and with respect to an offence or act that gave rise or will give rise to a determination of ineligibility, if the Contractor or its Affiliate, has at any time, benefited from foreign measures that are similar to Canadian pardons at the sole discretion of Canada, conditional discharges, absolute discharges, records of suspension, or restoration of legal capacities by the Governor in Council.

25.13 Period of Ineligibility for Breaching Administrative Agreements

The Contractor confirms that it understands that where it has concluded an Administrative Agreement and that it has breached any of its terms and conditions, the Minister of PWGSC will lengthen the period of ineligibility for a period to be determined by the Minister of PWGSC.

25.14 Obligations on Subcontractors

The Contractor confirms that it understands that to the extent that it relies on a subcontractor(s) to

perform the Contract, the Contractor will not enter into a subcontract with a company that has been convicted of or pleaded guilty or an Affiliate of the company has been convicted of or pleaded guilty, as the case may be, to any of the offences referenced in the Canadian Offences Resulting in Legal Incapacity, the Canadian Offences and the Foreign Offences subsections for which no pardon or equivalent has been received under the Canadian Pardons and Foreign Pardons subsections, without the prior written approval of the Minister of PWGSC. Where the Contractor has entered into a contract with an ineligible subcontractor and for which no prior written approval has been received by Canada, the Minister of PWGSC will declare the Contractor to be ineligible to contract with Canada for a period of five years

4.3 Termination on Thirty Days Notice

4.3.1 Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.

4.3.2 In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Christophe Hakizimana
Contracting Officer
Transport Canada
Place de Ville – Tour C
330 Sparks Street – 1st Floor
Ottawa, Ontario
K1A 0N5
Telephone: 613-998-8242
E-mail address: christophe.hakizimana@tc.gc.ca

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

5.2 Project Authorities

The Project Authorities for the Contract are:

To be identified at Contract award.

The Project Authorities are the representatives of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project

Authorities; however, the Project Authorities have no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

To be determined.

6. Payment

6.1 Basis of Payment

6.1.1 Firm Lot Prices

For the Work described in section 3 of the Statement of Work in Annex "A".

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price in accordance with the basis of payment, in Annex "B". Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Canada's Total Responsibility

6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ **_(To be identified at contract Award)_**. Customs duties are excluded and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

6.2.2 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 for travel and living expenses 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.

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

6.3 Method of Payment

6.3.1 Monthly Payments

For the Work described in the Statement of Work in Annex A.

7. Invoicing Instructions

7.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.

7.2 Invoices must show:

- a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
- b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- c. deduction for holdback, if applicable;
- d. the extension of the totals, if applicable; and
- e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.

7.3 Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.

7.4 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

7.5 Invoices must be distributed as follows:

7.5.1 The original and one (1) copy must be forwarded to the address on page 1 for certification and payment.

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the entire contract period. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) Annex "A", Statement of Work;
- (c) Annex "B", Basis of Payment;
- (d) the Contractor's bid dated _____

11. Supplemental Conditions – Confidentiality

11.1 Not to reproduce, in any form, any portion of the contractual document.

11.2 To hold in strictest confidence all Confidential Information obtained or accessed in connection with this Contract and agrees not to disclose such information to any Person other than those direct members of the Departmental project team.

11.3 To take all precautions in dealing with the Confidential Information so as to prevent any unauthorized person from having access to such Confidential Information.

11.4 For the purpose of this Contract, the term "Confidential Information" means all information (whether oral, written or computerized) which is identified orally or in writing as being information of a "confidential", "restricted" or "protected" nature and shall include any excerpts of or copies made of such information and any notes made from the review of such material by the Contractor. The Contractor agrees that if he is in doubt about whether certain information is confidential, he shall treat such information as confidential until advised by the Departmental Representative that it is not confidential. This Confidentiality covenant shall survive the termination of any Contract with the Contractor and shall remain in full force and effect unless specifically released by Transport Canada.

ANNEXES

STATEMENT OF WORK

1.0 INTRODUCTION

The present Gloucester Operations and Maintenance ended on March 31, 2016. Transport Canada (TC) requires the services of a Contractor, from August 1, 2016 until March 31, 2017, to conduct surface water and groundwater monitoring, prepare an annual groundwater monitoring report and perform routine/preventative maintenance of the monitoring well network. The contractor is not expected to be on-site during the period between January 1, 2017 and March 31, 2017, unless conducting sample analysis or operation of the treatment system (containment mode only) is required.

Operation of the treatment system (containment mode only) may be required if triggered by the site's Risk Management Plan and is an optional item in this Terms of Reference. Containment mode only refers to operation through the use of select extraction wells and the equalization and effluent tanks. If operation of the system is required, the Contractor is required to perform routine/preventative maintenance of the treatment system and prepare an annual operations report.

There is an option to extend the contract by four (1) one-year periods. The period for these four option years are as follows:

Option Year 1 - April 1, 2017 to March 31, 2018
Option Year 2 - April 1, 2018 to March 31, 2019
Option Year 3 - April 1, 2019 to March 31, 2020
Option Year 4 - April 1, 2020 to March 31, 2021

TC reserves the right to modify the contract from conducting surface water and groundwater monitoring and analysis to full-time work (8 hours per day, Monday to Friday) for the two (2) plant operators if either Partial or Full operation option is required. The proposed two plant operators must be the same individuals for the duration of the full-time work for the initial contract duration and any option year periods.

The previous contract was held by Geosyntec Consultants International Incorporated from April 1, 2015 until March 31, 2016 and Headwater Environmental Services Corporation from October 1, 2005 until June 30, 2014.

The purpose of this Terms of Reference is to outline the required services, activities and contractor qualifications required to perform the work. Additional details on specific work activities are provided in Section 5.0.

2.0 BACKGROUND

The Gloucester Landfill is located on Transport Canada property south of the Ottawa Macdonald-Cartier International Airport at 2300 Leirim Road as shown on Figure 1. The Gloucester Landfill served as a municipal waste disposal site from 1957 to 1980. Between 1969 and 1980, a portion of the site was used for the disposal of wastes. These wastes, predominantly oils and cleaning liquid solvents were disposed in a Special Waste Compound of the municipal landfill. From 1987 to 1989, impacted soils and waste materials from the Special Waste Compound were removed. Following the removal of wastes, additional studies were completed to determine the extent of groundwater impacts.

The main source of volatile organic compounds (VOCs) in the subsurface is believed to be chemicals disposed of in the Special Waste Compound. The plume emanating from this source is known as the Special Waste Plume (SWP). It is the most clearly defined source where known disposal of such compounds occurred. The second source appears to be the Municipal Waste Landfill area that generates the Municipal Waste Plume (MWP) with some VOCs present. The third source is located southwest of the corner of Leirim Road and the former Canadian Pacific Railway tracks and is referred to as the Leirim/CPR Plume (LCP).

Various groundwater remedial options were evaluated. The preferred option was a pump-and-treat system to contain the groundwater plume migration and aid in the clean-up of the groundwater. The pump-and-treat system was commissioned in 1991 to contain the groundwater contaminant plumes and to treat (degrade) the organic chemicals.

The initial treatment system was in operation until February 2013, excluding plant shutdowns for routine maintenance, equipment failures and repairs, and a monitored natural attenuation study conducted in 2007. The initial treatment system included an equalization (i.e. influent) tank, an effluent tank, and 3 chemical tanks (caustic soda, hydrogen peroxide, and sulphuric acid). Due to the results of a tank assessment report, all three chemical tanks (caustic soda, hydrogen peroxide and sulfuric acid) and the equalization and effluent tanks were drained, cleaned and inspected. Findings of the tank inspection concluded that several of the tanks are at the end of their lifecycle and need to be replaced. Two new 10,000 L (equalization and effluent) tanks, for containment purposes only, were installed in March 2015.

Initially, the pump and treat system was commissioned to remediate contamination at the site. After more than a decade of managing the site, the site management approach has changed from treatment to a containment approach (i.e. control the movement of groundwater preventing migration). This containment approach consists of pumping groundwater from select extraction wells through the equalization and effluent tanks and reinjecting the groundwater to select injection wells. This containment approach will not consist of treating the extracted groundwater using the existing ultraviolet photo-oxidation (i.e. pump-and-treat) system or associated chemical tanks (hydrogen peroxide, sulfuric acid, sodium hydroxide) until further evaluation of contaminant trends under non-pumping conditions is known.

Results of an Area Wide Risk Assessment (AWRA), conducted in 2003, indicate that the existing environmental conditions in the vicinity of the former Gloucester Landfill do not represent a risk to human health or the environment. A companion document to the AWRA, a Gloucester Risk Management Plan (RMP), was developed. The Gloucester RMP is currently being implemented at the site.

Transport Canada undertook a pilot biostimulation/bioaugmentation study at the site from September 2013 to March 2014 to determine whether it is possible to reduce concentrations of volatile organic compounds (VOCs) in the groundwater through bioremediation. Transport Canada is undertaking another pilot bioremediation study from June 2016 to March 2017 using a different biostimulation product. Operation of the treatment system is expected to remain shut down during this time, with the exception of operating the treatment system, in containment mode only, if required as part of the site's Risk Management Plan. If the pilot study proves successful, additional work may be undertaken to proceed with full scale development. However, this additional work will be issued under a separate contract or through PSPC's Standing Offer and is not a component of this contract.

Since the treatment system was shut down in February 2013, TC has been monitoring the three various contaminant plumes as they return to non-pumping conditions (i.e. trends and chemical migration/rebound).

3.0 ROLE OF TRANSPORT CANADA (TC), PUBLIC WORKS AND GOVERNMENT SERVICES CANADA (PSPC) AND CONTRACTOR

3.1 Role of TC

Transport Canada owns the property and associated buildings, equipment and materials at the Gloucester site. TC is responsible for the operation and maintenance of the Gloucester pump-and-treat facility and monitoring well network. TC manages the facility through a Specific Service Agreement with PSPC.

3.2 ROLE OF PSPC

Public Services and Procurement Canada (PSPC) provides base facility maintenance and procurement services on behalf of Transport Canada. Facility maintenance activities include snow removal, heating, ventilation, and air conditioning (HVAC), electrical/mechanical equipment, security system, sanitary, office cleaning and garbage disposal. Procurement activities include supplying/replacing laboratory chemicals, mechanical parts, laboratory instruments and glassware etc. PSPC also tenders/supervises well development, new structural and mechanical/electrical projects. PSPC provides a 24-hour building related emergency service.

3.3 Role of Contractor

The contractor is responsible for operating and maintaining the field sampling equipment, on-site laboratory and monitoring well network. If operation of the treatment system is required due to being triggered by the site's RMP, the

contractor will be responsible for operating and maintaining the treatment system (containment mode only). All other base facility operation and maintenance requirements such as HVAC, security system, sanitary system, etc. are the responsibility of PSPC.

The Contractor will report directly to TC. All requests for equipment, material and services by the Contractor shall be provided solely to TC.

4.0 DESCRIPTION OF THE PUMP-AND-TREAT FACILITY

The overall facility consists of:

- Two buildings (main building approximately 13.5 m x 25.5 m in area; control building approximately 3.5 m x 4.5 m) which house the treatment facility;
- 7 deep extraction wells intersecting the deep aquifer from which contaminated groundwater is extracted for treatment;
- 22 shallow extraction wells intersecting the shallow aquifer from which contaminated groundwater is extracted for treatment;
- 4 injection wells to receive treated water;
- A lagoon to receive overflow from the injection wells; and
- Approximately 350 monitoring wells.

The main building houses permanent office space. Computer and office equipment are supplied (property of TC). A small on-site analytical laboratory is also present, for groundwater sample preparation and analysis. All instruments, glassware, chemicals, bottled and cylinder gases, etc that are required for laboratory analytical work are supplied and/or maintained/replaced by TC (PSPC on behalf of TC).

The treatment system includes:

- Two holding tanks for both equalization and effluent treated groundwater;
- Bulk chemical storage tanks (18,000L each) for hydrogen peroxide, sulfuric acid and caustic soda;
- 7 influent water lines from the 7 wells intersecting the deep aquifer, with associated pumps;
- 1 large water line (shallow well header) from the control building delivering the combined water influent from the 22 wells intersecting the shallow aquifer;
- The ultra violet photo-oxidation system designed by Peroxidation Systems Inc.(PSI);
- A computerized pump and treatment system control unit which is used to control pumping rates from individual wells, pumping rate to the PSI unit, pumping rate to the injection wells and lagoon;
- Facility equipment such as the Programmable Logic Controller (PLC)- Siemens S5 115 CPU 943 with Siemens Step5 programming software, Windows 95 computer with Citect Explorer 5.0 interface software;and
- A high voltage transformer to provide power to the PSI photo-oxidation unit.

The system is also designed to maintain a database of information concerning extraction and injection rates, pump performance, etc.

The control building contains the lines receiving water from the 22 shallow wells. Water from the 22 shallow wells are combined at this point and then pumped to the main treatment facility through a single water line.

4.1 Current Status of Pump-and-Treat Facility

- The treatment system (pump-and-treat) is currently shut down.
- Bulk chemical storage tanks (18,000L each) for hydrogen peroxide, sulfuric acid and caustic soda have been decommissioned.
- Two new 10,000 L (equalization and effluent) tanks were installed in March 2015 to operate the system in containment mode only.
- Deep Extraction Well 1 was not operating at its full potential prior to the treatment system shut down and may fail in the near future.

4.2 Description of Field Equipment

The following is supplied by TC:

- A 2010 Ford Explorer 4x4 with trailer hitch.
- A trailer used to transport the sampling equipment to the wells and is equipped with a secured 1000 L stainless steel holding tank, Honda EZ 2500 generator, and two washing barrels.
- A Hydrolab MiniSonde 4A with sealable flow-through cell equipped with the following temperature, conductance, dissolved oxygen and oxidation-reduction probes.
- Submersible and peristaltic pumps and controllers and other associated field equipment (i.e. water level meter, sample tubing, decontamination materials).
- An ARI financial card for the purchase of gas, windshield washer fluid, oil, etc. for the site vehicle.

4.3 Description of On-Site Laboratory Equipment

The following is supplied by TC:

- An on-site purge & trap Gas Chromatograph (GC) system consisting of a Hewlett Packard 5890 Series II gas chromatograph equipped with a split/splitless injector, a Flame Ionization Detector (FID) and an Electron Capture Detector (ECD) coupled to a Tekmar 3000 Concentrator, a Tekmar Cryofocuser, and one Tekmar autosampler (Model 2016).
- An Oakton Ion 2700 Bench-Top pH Meter.
- A Zero Air Generator and other Gas Chromatograph (GC) gases such as helium, hydrogen, nitrogen.

5.0 OVERVIEW OF SERVICES REQUIRED

5.1 General

Expected services during the contract time period will include undertaking surface water and groundwater sampling events, performing on-site laboratory analysis of the samples, sending duplicate target, trend, and surface water samples to an external laboratory, performing routine/preventative maintenance of the monitoring well network and preparing an annual groundwater monitoring report.

Operation of the treatment system (containment mode only) through use of select wells and equalization and effluent tanks will only be required if triggered by the site's Risk Management Plan. Operations include performing routine/preventative maintenance of the treatment system and preparation of an annual operation report. Partial and Full operation of the pump- and-treat facility have been included as options to the contract.

For the initial contract, the Contractor is only expected to be on-site from August 1, 2016 until March 31, 2017 to conduct surface water and groundwater sampling and analysis for the Fall monitoring period. During this period, the contractor is to conduct target, trend, and performance monitoring as well as sampling of approximately 136 monitoring wells on a plume-by-plume basis (i.e. SWP, MWP and LCP). The contractor is not expected to be on-site during the period between January 1, 2017 and March 31, 2017, unless conducting sample analysis or operation of the treatment system (containment mode only) is required.

There is an option to extend the contract by four (1) one-year periods. For these option years, the Contractor is to conduct surface water and groundwater sampling and analysis for the target, trend, and performance monitoring wells and target ditches for both Spring and Fall monitoring periods and monitoring of approximately 136 of the 350 monitoring wells.

The period for these four option years are as follows:

Option Year 1 - April 1, 2017 to March 31, 2018

The contractor is not expected to be on-site during the period between January 1, 2018 and March 31, 2018 or for the period between completion of the Spring and commencement of the Fall sampling, unless conducting sample analysis or operation of the treatment system (containment mode only) is required.

Option Year 2 - April 1, 2018 to March 31, 2019

The contractor is not expected to be on-site during the period between January 1, 2019 and March 31, 2019 or for the period between completion of the Spring and commencement of the Fall sampling, unless conducting sample analysis or operation of the treatment system (containment mode only) is required.

Option Year 3 - April 1, 2019 to March 31, 2020

The contractor is not expected to be on-site during the period between January 1, 2020 and March 31, 2020 or for the period between completion of the Spring and commencement of the Fall sampling, unless conducting sample analysis or operation of the treatment system (containment mode only) is required.

Option Year 4 - April 1, 2020 to March 31, 2021

The contractor is not expected to be on-site during the period between January 1, 2021 and March 31, 2021 or for the period between completion of the Spring and commencement of the Fall sampling, unless conducting sample analysis or operation of the treatment system (containment mode only) is required.

The Contractor shall establish a team consisting of a project manager, senior scientist, hydrogeologist, and two plant operators to provide the following activities. It is acceptable for the senior scientist or hydrogeologist to perform the duties of the project manager, however, the mandatory services of the project manager (section 5.2.1) must be met in addition to the mandatory services of the senior scientist or hydrogeologist (sections 5.2.2 or 5.2.3). The project manager, senior scientist or hydrogeologist need not be located on site or in Ottawa but occasional meetings with TC and presentations to TC in Ottawa will be required from time to time.

5.2 Project Team

5.2.1 Project Manager

The services of a project manager will include, but not be limited to:

- act as the main point of contact between TC and the Contractor;
- supervise the team;
- ensure protection of health and safety;
- direct and supervise surface water and groundwater sampling and analysis activities in conjunction with the hydrogeologist;
- prepare an annual groundwater monitoring report;
- meet the field monitoring performance objectives described in section 12.0;
- develop, maintain and update site databases;
- update existing operation manuals and other related site documents (i.e. Material Safety Data Sheets), if required;
- prepare other reports such as provision of groundwater sampling results for private property owners as required by TC;
- undertake other tasks such as assess and maintain groundwater monitoring wells as required by TC; and
- present activities and findings to the Gloucester Technical Advisory Committee (TAC), on occasion. This presentation will take place in Ottawa, Ontario. Currently, the committee is composed of representatives from the Ontario Ministry of Environment, the City of Ottawa, Health Canada, Environment Canada, Public Works and Government Services Canada (PWGSC) and Transport Canada.

Option – Partial and Full Operation (containment mode only) - Required Services

If partial or full operation is required, the project manager will be expected to perform the above services plus the following services:

- oversee operations of the treatment system;

- meet the Option-Partial and Full Operation performance objectives described in section 12.0; and
- prepare an annual operations report.

5.2.2 Senior Scientist

The service of a senior scientist will include, but not be limited to:

- direct and supervise the on-site analytical laboratory for groundwater sampling and analysis of VOCs including Quality Control and Quality Assurance practices/procedures such as sample analysis, data quality validation, verification and reporting are conducted in accordance with industry standards;
- interpret and report chemical analyses results;
- develop, maintain and update site chemical databases;
- assist the project manager in the preparation of an annual groundwater monitoring report; and
- meet the laboratory performance objectives described in section 12.0.

Option – Partial and Full Operation (containment mode only) - Required Services

If partial or full operation is required, the senior scientist will be expected to perform the above services plus the following services:

- assist the project manager in preparation of an annual operations report.

5.2.3 Hydrogeologist

The services of a hydrogeologist will include, but not be limited to:

- provide direction to plant operators on the collection of surface water and groundwater sampling and analysis;
- plot and interpret the groundwater elevation data collected for the site monitoring program to establish the seasonal groundwater flow patterns;
- analyze the groundwater sampling data and mapping of well and plume capture zones;
- prepare hydrogeological interpretation of the groundwater flow, capture zones, and contaminant transfer;
- interpret data on groundwater hydrology and subsurface contaminant concentrations
- analyze groundwater contaminant fate and transport mechanisms;
- assess natural attenuation indicators;
- evaluate contaminant trends (i.e. rebound monitoring);
- recommend wells to be decommissioned;
- recommend additional subsurface characterization as required;
- prepare an annual groundwater monitoring report;
- update existing site conceptual model and cross sections;
- assess non-pumping groundwater conditions and evaluate plume stability; and
- continue implementation of the site's Risk Management Plan and reporting.

Option – Partial and Full Operation (containment mode only) - Required Services

If partial or full operation is required, the Hydrogeologist will be expected to perform the above services plus the following services:

- assess the efficiency of the treatment system's pumping system (containment mode only) to ensure containment of contaminants of concern;
- analyze groundwater extraction and injection flow rates and efficiency;
- analyze contaminant data from influent water lines and the groundwater monitoring program to:
 - advise plant operators on appropriate adjustments to the rates of groundwater extraction;
 - advise plant operators on groundwater pumping strategy;
 - advise plant operators on the priorities for extraction between wells intersecting the same aquifer and intersecting the shallow aquifer and the deep aquifer; and
- prepare an annual operations report.

5.2.4 Plant Operators

Two plant operators must be present on-site for health and safety reasons when undertaking all work activities including surface water and groundwater monitoring.

The services of two plant operators will include, but not be limited to:

- conduct all surface water and groundwater sample collection and analysis, through usage of the on-site field and laboratory (gas chromatograph) equipment and sending select target, trend and performance well samples to an outside laboratory;
- collect groundwater elevation measurements;
- monitor natural attenuation indicators in the municipal waste plume;
- assist in the preparation of an annual operations report;
- test the efficacy of system components to ensure working properly;
- implement and maintain an adequate analytical laboratory QA/QC program including routine instrument calibration with surrogate standards, as well as analysis of spiked, split and duplicate samples;
- implement and maintain an adequate field QA/QC program including field, trip, and equipment blanks;
- receive and handle gases and chemicals used for the on-site laboratory;
- conduct purge and trap sample preparation and GC/FID and GC/ECD chemical analysis;
- conduct monitoring well maintenance;
- conduct testing and maintenance on facility system to ensure working properly since two new lower volume water tanks installed;
- oversee decommissioning of monitoring wells;
- locate missing monitoring wells;
- liaise with private property owners and investigate property ownership changes concerning TC wells located on their property;
- perform brush clearing that has impeded access to wells;
- troubleshoot well and treatment facility equipment;

- operate extraction well(s) to induce groundwater drawdown in support of the pilot biostimulation/bioaugmentation study;
- conduct site tours for other government departments and/or consultants/contractors;
- provide technical advice to PSPC and/or TC consultants/contractors; and
- other related tasks such as ladders placed on new tanks, tank shop drawings are on-site, etc. may be required from time to time.

Option – Partial and Full Operation (containment mode only) - Required Services

If partial or full operation is required, the Plant Operators will be expected to perform the above services plus the following services:

- monitor and maintain operations of the pump-and-treat system (containment mode only) including servicing of all extraction and injection wells and associated system components (i.e. PLC, etc.);
- undertake routine/preventative maintenance of the treatment system to ensure it remains functional. This includes extraction wells , all pumps, lines, gauges and associated mechanical equipment;
- undertake routine re-programming of the Programmable Logic Controller (PLC, Siemens Inc.) and the interface program (Citech), or similar system, to alter wells pumped and/or rates of extraction and injection in response to equipment malfunctions or altered priority of wells for extraction. The rate of extraction from each well (and therefore the relative proportion of total raw water arising from each well and aquifer) is controlled by the plant operator using the PLC and is routinely adjusted to account for:
 - Contaminant concentrations in each well
 - Apparent plume migration
 - Water extraction efficiency from each well
 - Routine and/or emergency servicing of wells and pumps should blockage or breakdown occur.
- shut down the system after normal business hours to prevent damage in the event of sudden electrical storms (response time dependent on operator judgment). If operation of the treatment system (containment mode only) is required, an operator will be required to report and liaise with PSPC within a maximum 4-hour response time in the event of an after-hours emergency. Unmanned operation of the facility is maintained during night, weekend and holiday periods.
- assist in the preparation of an annual operations report.

Major service and maintenance requirements beyond the technical capabilities of the plant operators, and outside of existing maintenance contracts with equipment manufacturers, will be discussed with TC and arranged/purchased by TC under separate contract with PSPC on a case-by-case basis.

Within 60 days of contract initiation, the Contractor will submit, for approval by TC, a facility occupational health and safety plan. This plan will identify all health and safety concerns, provide appropriate mitigative actions for these concerns,

detail emergency response actions, and provide emergency contacts and phone numbers.

6.0 REQUIRED SITE MONITORING ACTIVITIES

As part of the site's Risk Management Plan (RMP), sampling of target and trend wells, and target ditches is conducted twice a year, in Spring and Fall. The purpose of this risk management measure is to monitor the status of surface water and groundwater concentrations as an early detection system for containment. If concentrations are observed to be greater than the Risk Based Environmental Quality (RBEQ) criteria at the target wells, contingency measures are to be implemented. Trend wells are monitored to evaluate concentration trends over time since historically concentrations have approached the RBEQ for certain compounds. Further, a component of the RMP includes monitoring a set of performance wells within the Municipal Waste Plume area to monitor the effectiveness of monitored natural attenuation processes.

Groundwater samples are collected from deep and shallow monitoring wells, multi-level wells, bedrock monitoring wells and deep and shallow extraction wells. Surface water is collected from target ditches in the vicinity of the site. Specific target wells, target ditches, trend wells and up to 136 of the 350 monitoring wells sampled in 2015-2016 listed in Appendix A. The following are the site monitoring requirements of the RMP, as well as, additional required monitoring activities not included in the RMP. The requisite site monitoring requirements are categorized according to tasks as described below. These tasks also correspond to information bidders are to provide in Table 2-Professional Services and Associated Costs.

The extra wells (i.e. 136) to sample is provided as a benchmark number (i.e. same number of wells) for contracting purposes in order for each vendor to be provided with the same criterion on which to determine the total hours of work and associated cost related to this task for their proposal. This consistent criterion will be used to compare vendor proposals to ensure each proposal is evaluated in a fair and transparent manner.

The RMP includes a requirement to submit duplicate samples of all target and trend wells, as identified in Table 2-1, to an independent accredited commercial laboratory to assess on-site laboratory analytical performance. If the contractor recommends additional target, trend, and performance wells to be sampled and sent to an accredited laboratory, the contractor should indicate the additional wells with associated cost in their proposal. The accredited laboratory is not selected by the contractor. The accredited laboratory is selected and contracted with PSPC through their existing procurement standing offer for specific accredited laboratories. PSPC pays the accredited laboratory directly for its services. The laboratory services will be available upon contract award.

In addition, gases (e.g. helium, hydrogen, and liquid nitrogen) for the gas chromatograph is provided and associated cost is paid directly by PSPC. The gases will be available upon contract award.

6.1 Risk Management Plan Monitoring

6.1.1 Task 1 –Target, Trend and Performance Monitoring (Fall 2016, Option Year 1– Spring and Fall, Option Year 2-Spring and Fall, Option Year 3-Spring and Fall and Option Year 4-Spring and Fall)

- groundwater sampling and on-site laboratory analysis from 31 target, 35 trend, and 7 performance monitoring wells for the 18 compounds of the Risk Based Environmental Quality(RBEQ) Criteria. Duplicate samples of the target, trend and performance wells are to be sent to an external independent laboratory for confirmatory analysis and performance validation. External laboratory procurement for duplicate analysis is provided by PSPC, on behalf of TC;
- surface water sampling and on-site laboratory analysis from 8 nearby target ditches for the 18 compounds of the Risk Based Environmental Quality (RBEQ) Criteria. Duplicate samples are to be sent to an external independent laboratory for confirmatory analysis and performance validation. External laboratory procurement for duplicate analysis is provided by PSPC, on behalf of TC;
- groundwater from the 7 performance monitoring wells are to be analyzed in the field for dissolved oxygen (DO), pH, and oxidation-reduction potential (ORP) to monitor “natural attenuation” indicators in the Municipal Waste Plume.
- groundwater samples from the 7 performance monitoring wells are to be collected and analyzed for ammonia, nitrite, nitrate, ferrous iron, sulphate, sulphide, and alkalinity concentrations;
- specific target and trend wells identified in the RMP may need to be modified annually depending on sample results. The Contractor will make recommendations for changes, to TC, prior to sampling;
- groundwater elevation measurements and flow direction interpretation for all sampled wells;
- record changes in land use, construction activities, or other activities which may affect groundwater conditions; and
- sampling and analysis is to be conducted with appropriate QA/QC and chain of custody protocols for field and laboratory.

6.1.2 Task 2- Other Tasks (Fall 2016, Option Year 1–Spring and Fall, Option Year 2-Spring and Fall, Option Year 3-Spring and Fall and Option Year 4-Spring and Fall)

- test the efficacy of system components to ensure working properly;
- conduct testing and maintenance on facility system to ensure working properly since two new lower volume water tanks installed;
- oversee decommissioning of monitoring wells;
- locate missing monitoring wells;
- liaise with private property owners and investigate property ownership changes concerning TC wells located on their property;
- perform brush clearing that has impeded access to wells;
- troubleshoot well and treatment facility equipment;
- operate extraction well(s) to induce groundwater drawdown in support of a pilot biostimulation/bioaugmentation study;
- conduct site tours for other government departments and/or consultants/contractors;
- provide technical advice to PSPC and/or TC consultants/contractors; and
- other related tasks such as ladders placed on new tanks, tank shop drawings are on-site, etc. may be required from time to time.

6.2 Other Requirements – Not included in the RMP

6.2.1 Task 3 – Decommission and locate missing monitoring wells (Optional)

Task 3 is identified as “optional” since this task may not be able to be performed during Fall or Winter 2016 due to weather/site conditions. A cost is requested from contractors in case TC decides to exercise this option. For bidding purposes only, the number of wells to be decommissioned is 20 and locate 4 missing wells.

- locate monitoring wells (218, 220, 126P, and 396) that cannot be found in order that they may be properly decommissioned.
- decommission 20 wells on TC property that are no longer required, in use, or are damaged in accordance with ASTM International document Standard Guide for Decommissioning of Groundwater Wells, Vadose Zone Monitoring Devices, Boreholes, and other Devices for Environmental Activities (ASTM D5299 – 99(2012)e1) to ensure they do not act as conduits for contaminants from one aquifer to the next.
- decommission wells that are no longer in use or are damaged off-site of TC property in accordance with the MOECC Ontario Well Water Regulation 903.
- the type of decommissioning method to be used for both on-site and off-site wells must be approved by TC prior to commencement of any decommissioning work.

6.2.2 Task 4 - Groundwater Sampling and Analysis –once per year (Option Years 1 to 4)

- conduct sampling and analysis of 136 of the 350 monitoring wells to evaluate groundwater quality trends and chemical migration/rebound under non-pumping conditions; and
- conduct groundwater level measurements of approximately 136 of the 350 monitoring wells.

6.3 Site Monitoring/Laboratory Expectations:

- Analytical methods and procedures including quality assurance and quality control must comply with standardized scientific principles of good laboratory practice (i.e. International Standards Organization (ISO) 17025).
- Analytical techniques must be appropriate for the sample matrix and sensitive enough to measure for the type of analyte (i.e. U.S. EPA Method 624).
- Groundwater sampling and analysis must be conducted in accordance with the CCME Subsurface Assessment Handbook for Contaminated Sites; Guidance Manual on Sampling, Analysis, and Data Management for Contaminated Sites - Volume I: Main Report; and Guidance Manual on Sampling, Analysis, and Data Management for Contaminated Sites, Volume II: Analytical Method Summaries.

6.4 Annual Groundwater Monitoring Report Expectations:

- A summary of surface water and groundwater monitoring activities including field collection activities and methodologies, field water quality and elevation

measurements, laboratory analysis and methodologies, quality control and quality assurance procedures/results, etc.

- A description of the geology, hydrogeology and groundwater flow direction interpretation.
- A comparison of sample analysis to the RBEQ criteria and identify any changes and trends from the historical concentration data set.
- Identify VOC degradation products and any changes to historical degradation concentrations.
- Recommend improvements concerning the current monitoring program (i.e. identify redundant well sample locations that could be removed from the monitoring program).
- Determine status of groundwater flow direction, demonstrate plume stability and evaluate potential impacts for non-pumping conditions (i.e. contaminant movement, chemical concentration increases, rebound, etc.).
- Evaluate natural attenuation (MNA) parameters in the Municipal Waste Plume to confirm on-going attenuation of contaminants of concern.
- Update existing groundwater flow maps/contours based on groundwater level measurements.
- Update cross-sections of plumes.
- Evaluate concentration trends in the shallow and deep aquifers and compare to historical data set.

Option - Partial and Full Operation (containment mode only)- Annual Operations Report Expectations:

The report shall include all of the above annual groundwater monitoring report expectations, as well as, but not limited to the following.

- A summary of “containment only mode” methodology, operations, maintenance and monitoring.
- An evaluation of the performance of the containment approach in meeting risk management plan objectives.
- Confirm containment of contaminants of concern.
- Recommend improvements to optimize containment approach.

7.0 OPTIONS TO OPERATE FACILITY IN CONTAINMENT MODE

Operation of the treatment system (containment mode only) through use of select wells and the equalization and effluent tanks will only be required if triggered by the site’s Risk Management Plan.

Partial and Full operation of the treatment system have been included as options to the contract as described below.

TC reserves the right to modify the contract from conducting surface water and groundwater sampling and analysis to full-time work (8 hours per day, Monday to Friday) for the two (2) plant operators if either Partial or Full operation option is required. The proposed two plant operators must be the same individuals for the duration of the full-time work for the initial contract duration and any option year periods.

7.1 Option 1- Full Operation – Operate the Treatment System for the Deep and Shallow Aquifer (if required as part of the site’s risk management plan) with approval by the TC Project Manager.

The contractor will provide an option to operate the pump and treat facility for the deep and shallow aquifers. Select shallow and deep extraction wells will be turned on to contain contamination in the shallow and deep aquifers.

7.2 Option 2 – Partial Operation – Operate the Treatment System for the Shallow Aquifer only (if required as part of the site’s risk management plan) with approval by the TC Project Manager.

The contractor will provide an option to operate the treatment system for the shallow aquifer only. Select shallow extraction wells (SW13, SW15, SW16 and SW17) will be turned on to contain contamination in the shallow aquifer. In order for the system to operate and not shut down due to insufficient volume of tank water, two deep wells (DW3 and DW7), may need to be turned on in conjunction with select shallow extraction wells.

8.0 ANTICIPATED AND ROUTINE PROBLEMS OF PUMP-AND-TREAT OPERATION

Operation of the treatment facility and well operations are routinely interrupted due to a variety of recurrent problems.

These problems include, but may not be limited to, the following:

- Well components and well pump failures - at shallow, deep, extraction and injection wells;
- Iron deposits (iron bacteria deposits) clogging wells, flow meters and pumps which require cleaning (bleach is frequently required to remove iron deposits);
- Decrease of the well water level to below its specific low level set point;
- Decrease of the well extraction rate to below its specific low level set point;
- Increase in water volume in the equalization tank to above high water set point of 80%;
- Shut down of the PSI system;
- PLC operational issues;
- Power Failures -- Lightning strikes causing damage to electrical components, computer components, well depth transducers; and
- Prolonged shut down of the treatment system may result in unanticipated problems.

Replacement parts and equipment for routine problems will be identified and requested by the plant operators in consultation with TC, but will be purchased by TC under separate arrangements with PSPC.

9.0 INSURANCE, HEALTH AND SAFETY

The Contractor shall be responsible for ensuring the health and safety of its employees. All work will conform to applicable Health and Safety legislation and/or

Codes. The Contractor shall provide all necessary equipment and material such as personal protective equipment (PPE) to safeguard its employees. The equipment and materials must comply with Occupational Safety & Health Act requirements.

The Government of Canada shall not be held liable for bodily injury and/or property damage caused by the Contractor or its employees.

10.0 EXPECTED CONTRACTOR CONDUCT

In performing requisite building, maintenance and procurement services, PSPC engages independent contractors to perform work at the site. The Contractor shall conduct their business in a manner that does not impede the undertaking or progress of duties or responsibilities by any other parties or by Government employees.

The Contractor will report directly to TC. All requests for equipment, material and services by the Contractor shall be provided solely to TC.

The Contractor and its employees must not represent themselves to the public, media or others as speaking on behalf of TC unless they are expressly authorized to do so by TC.

11.0 PROVISIONAL ALLOWANCE

A provisional allowance of \$5000 per year is provided in the contract for acquisition of small items such as duct tape, office supplies, hoses, small equipment components and emergency material. The Contractor must seek approval from TC for procurement of larger items such as computer and laboratory parts. Receipts must be provided by the Contractor to TC for reimbursement of all acquisition expenses.

12.0 CONTRACT PERFORMANCE OBJECTIVES

Laboratory Performance

For laboratory analytical performance, reproducibility will be measured to ensure analyses are accurate. Reproducibility is calculated by determining the relative percent difference (RPD) of duplicate samples sent to an independent outside laboratory for comparison. The acceptable RPD for aqueous samples analyzed is 25% or less. In addition, the reproducibility of the duplicate samples by an external laboratory comparison will serve as evidence.

Field Monitoring Performance

For groundwater sampling performance objectives, appropriate quality control procedures and analysis by collecting field, trip and equipment blanks to ensure there is no cross-contamination between wells or samples. Performance will be measured by evidence of no detectable concentrations found in the field, trip or equipment blank samples.

The ability of the Contractor to meet or exceed the field monitoring and analytical performance objectives will be taken into account with respect to possible four (1) one-year extensions of the contract.

Option- Partial and Full Operation Performance (if triggered by the site's RMP)

The overall objective of the treatment facility is to continue to contain contamination on Transport Canada's property (i.e. prevent contamination from migrating off-site). Overall containment efficiency is a function of maintaining optimal operation of the system, taking necessary steps to prevent its prolonged shutdown or damage, and fine-tuning the system to achieve the greatest containment efficiency possible. Past experience has indicated that the system can be maintained operational about 80% of the time, with shutdowns for routine maintenance, equipment malfunctions, and deliberate shutdowns to prevent damage by electrical storms.

The ability of the Contractor to meet or exceed the operational performance objectives will be taken into account with respect to possible four (1) one-year extensions of the contract.

13.0 RESTRICTIONS ON SITE USE AND ACCESS

There is to be no use of the Gloucester Landfill Treatment facility, associated offices, phones, equipment and properties other than to undertake the tasks and duties required to meet the obligations of this contract. Non-contract personnel must have the express permission of TC to be on site. Requests must be provided to TC a minimum of 24 hours in advance.

Storage of personal items such as camper trailers, vehicles, etc. is not permitted on-site.

14.0 PERSONNEL REPLACEMENT

Personnel replacement may be undertaken by the Contractor, but **only** with the prior written approval of TC. In advance of the date upon which any replacement personnel are to commence work, the Contractor shall notify TC, in writing, of the reason for the unavailability of the named resource. The Contractor shall then provide to TC the name and detailed Curriculum Vitae (CV) of the qualifications and experience of the proposed personnel.

The contractor shall have two (2) working days from receipt of verbal notice to provide a replacement. If a contractor is unable to provide a suitable replacement, further services for that requirement may be terminated at no cost to Her Majesty. Should any contract personnel be unsuitable, TC may request alternate resources be provided.

Any cost associated with the replacement of resources shall be entirely at the Contractor's expense.

14.1 Plant Operator Replacement

If partial or full operation is required, plant operator replacement staff must be provided to cover vacation periods, sick leave or other absences of more than 5 consecutive working days. Replacement staff need not meet all qualifications of plant operators unless both full time operators are replaced concurrently.

Should both plant operators be absent at the same time, one of the proposed replacement personnel must meet or exceed the mandatory requirements specified in Section 19.0. TC reserves the right to refuse the proposed replacement personnel.

15.0 FIELD VEHICLE INSURANCE

A field vehicle is supplied to facilitate the monitoring program. Although maintenance of the vehicle and a fuel allowance will be provided by TC, the contractor must provide for insurance coverage and maintain it in force throughout the duration of the contract and any subsequent option years.

The insurance policy must include the following:

- (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- (b) Accident Benefits - all jurisdictional statutes
- (c) Uninsured Motorist Protection
- (d) Direct Compensation Property Damage (DCPD), \$300 deductible
- (e) Collision (\$500 deductible)
- (f) Comprehensive (\$300 deductible)
- (e) Notice of Cancellation: The Contractor's Insurer will endeavour to provide TC thirty (30) days written notice of cancellation.

The vehicle is a 2010 Ford Explorer 4X4, driven approximately 5,000 km/year. Should the contractor not decide to purchase collision coverage, the Contractor shall be responsible for any loss or damage to the vehicle if it was involved in a collision.

The field vehicle is to be used exclusively on-site, with the exception of parcel pick-up/ delivery or vehicle fueling/maintenance. The vehicle is not for personal use.

16.0 DAMAGES TO MATERIAL/VEHICLE/REAL PROPERTY

The Contractor is liable for any loss of or damage to Material, Vehicle or Real Property that is supplied or placed in the care, custody and control of the Contractor for use in connection with the Contract, except for such loss or damage attributable to causes beyond the Contractor's control.

The Contractor is not liable for any loss or damage to Material, Vehicle or Real Property if the loss or damage results from and is directly attributable to reasonable wear and tear.

When the Contractor fails to make good any loss or damage for which the Contractor is liable, within a reasonable time, the Crown may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall

thereupon be liable to the Crown for the cost thereof and shall, on demand, pay to the Crown an amount equal to that cost.

17.0 SITE REGULATIONS

The Contractor undertakes and agrees to comply with all standing orders or other regulations, in force on the site where the work is to be performed, relating to the safety of persons on the site or the protection of property against loss or damage from any and all causes including fire.

18.0 LIST OF BACKGROUND DOCUMENTS

- Risk Management Plan, Former Gloucester Landfill Site (Revised 2007)

19.0 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, C and D of the Treasury Board Travel Directive.

20.0 INTELLECTUAL PROPERTY- NO IP

No IP will be generated

All payments are subject to government audit.

BASIS OF PAYMENT

TO BE PROVIDED AT CONTRACT AWARD

SECURITY REQUIREMENT

There is no security requirement.

APPENDIX "M"

FROM - EXPÉDITEUR
ADDRESS - ADRESSE
TENDER FOR - SOUMISSION POUR Gloucester Operation & Maintenance
NUMBER - NUMÉRO T8080-160067
DATE DUE – DÉLAI 08 th november, 2016 HRS (2:PM) OTTAWA TIME

**TENDER –
SOUMISSION**

TENDER RECEPTION

**Transport Canada
TC MAIL ROOM, (Food Court Level)
Tower "C", Place de Ville
330 Sparks Street
Ottawa, Ontario K1A 0N5**