

## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

## Réception des soumissions - TPSGC / Bid

**Receiving - PWGSC**

**1550, Avenue d'Estimauville**

**1550, D'Estimauville Avenue**

## Québec

Québec

**G1J 0C7**

## Request For a Standing Offer Demande d'offre à commandes

### Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address**

Raison sociale et adresse du

fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

Quebec  
G1J 0C7

<b>Title - Sujet</b> RFSO-Environmental Studies	
<b>Solicitation No. - N° de l'invitation</b> EE517-173361/A	<b>Date</b> 2017-07-06
<b>Client Reference No. - N° de référence du client</b> EE517-173361	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCL-038-17156
<b>File No. - N° de dossier</b> QCL-6-39407 (038)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-08-25</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>Delivery Required - Livraison exigée</b>  Voir doc	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Fournier, Annie	<b>Buyer Id - Id de l'acheteur</b> qcl038
<b>Telephone No. - N° de téléphone</b> (418)649-2775 ( )	<b>FAX No. - N° de FAX</b> (418)648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC / TPSGC ESC 1 - MPO / TRANSPORT CST 1 - DFO / TC 1550 D'ESTIMAUVILLE QUEBEC Québec G1J0C7 Canada	
<b>Security - Sécurité</b>  This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **PART 1 – GENERAL INFORMATION**

### **1.1 Introduction**

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

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

The Annexes include the Statement of Work, the Basis of Payment and References.

### **2. Summary**

Various federal departments and agencies regularly entrust PWGSC's ES with environmental projects and studies of different natures taking place in different locations. These projects must be carried out so as to meet the objectives of PWGSC's clients and in accordance with applicable acts and regulations. It is within this context that PWGSC makes use of specialized firms to obtain various environmental services.

As part of their mandate to provide services to Canadians, federal departments and agencies call upon PWGSC's ES for mandates to be fulfilled on their properties. These mandates pertain to property management and the environmental compliance of their operational activities. Accordingly, various environmental actions and studies may be required.

For information purposes, these specialized services may be required for various projects and activities including:

- Construction and renewal of marine infrastructure;
- Dredging and disposal at sea projects;

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- Construction, repair or deconstruction of various infrastructures such as navigational aids, urban buildings, correctional facilities, military bases, wharves, access roads, airports, border posts, etc.;
- Fit-up projects for offsetting adverse environmental effects;
- Fit-up projects in National Wildlife Areas;
- Various operational activities carried out on federal sites.

### **3. Debriefings**

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

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## PART 2 – OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### 2. Submission of Offers

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

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

### 3. Former Public Servant

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

#### Definitions

For the purposes of this clause,

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

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

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

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

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

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

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

#### **4. Enquiries – Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than ten (10) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

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



## PART 3 – OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

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

Section I: Technical Offer (4 hard copies);

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

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

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

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

#### Section I: Technical Offer

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

#### Section II : Financial Offer

Offerors must submit their financial offer in accordance with Annex B, Basis of Payment. The total amount of Applicable Taxes must not be included in the offer.

Offerors must submit firm hourly rates, inclusive of overhead, exclusive of profit, GST/HST extra, FOB destination (for goods).

#### 1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation Risk Mitigation.

#### Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

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

### **1. Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

**See Attachment 1**, Mandatory and Point Rated Technical Criteria

##### **1.1.2 Point Rated Technical Criteria**

**See Attachment 1**, Mandatory and Point Rated Technical Criteria

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Criteria**

Offerors must submit their financial bid in accordance with article 1 of Section II : Financial Offer of Part 3 of the Request for Standing Offer.

##### **1.2.2 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Canadian customs duties and excise taxes included.

For evaluation purposes only, the price of the bid will be determined as detailed in **Attachment 2, Evaluation of Price**.

### **2. Basis of Selection**

#### **2.1 Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)**

- 1. To be declared responsive, an offer must:
  - (a) comply with all the requirements of the solicitation;
  - (b) meet all mandatory criteria;
  - (c) obtain the required minimum points specified for each criterion and group of criterion which are subject to point rating; and
  - (d) obtain the required minimum of points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 85.
- 2. Offers not meeting (a) or (b) or (c) or (d) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 % for the price.

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4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price will be recommended for award of a standing offer.

The table below illustrates an example where all three offers are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 85 and the lowest evaluated price is **\$1,698,711.35**.

#### 7.1 Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Offerors		
		Offeror A	Offeror B	Offeror C
Technical score		82/85	71/85	68/85
Evaluated price for the offer		\$1,942,538.05	\$2,058,668.00	\$1,698,711.35
Calculations	Technical score	$82/85 \times 60 = 57.88$	$71/85 \times 60 = 50.12$	$68/85 \times 60 = 48$
	Pricing score	$1,698,711.35\$ / 1,942,538.05\$ \times 40 = 34.98$	$1,698,711.35\$ / 2,058,668.00\$ \times 40 = 33.01$	$1,698,711.35\$ / 1,698,711.35\$ \times 40 = 40.00$
Combined score		92.86	83.13	88.00
Global evaluation		1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

The six (6) offerors with the highest scores of offer will be recommended for the awarding of a Standing Offer and will share the call-ups as follows, subject to competency and availability.

1. The offer who obtains the highest total score will obtain 25% of the total standing offer envelope;
2. The offer who obtains the highest total score will obtain 20% of the total standing offer envelope;
3. The offer who obtains the highest total score will obtain 17% of the total standing offer envelope;

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4. The offer who obtains the highest total score will obtain 15% of the total standing offer envelope;
5. The offer who obtains the highest total score will obtain 13% of the total standing offer envelope;
6. The offer who obtains the highest total score will obtain 10% of the total standing offer envelope.

If only five (5) offerors qualify, the remaining 10% of the budget will be divided equally amongst the five qualifying offerors.

If only four (4) offerors qualify, the remaining 23% of the budget will be divided equally amongst the four qualifying offerors.

If only three (3) offerors qualify, the remaining 38% of the budget will be divided equally amongst the three qualifying offerors.

If only two (2) offerors qualify, the remaining 55% of the budget will be divided equally amongst the two qualifying offerors.

If only one (1) offeror qualifies, it will receive 100% of the budget.

If a qualified offeror withdraws, or Canada ends a standing offer during its term for whatever reason, the residual amount of the financial limitation of the standing offer of that offeror will be split in equal parts and added to the financial limitation of the other offerors qualified for a standing offer.

***Canada has the intention of respecting the above-mentioned equilibrium when call-ups are issued, however this is not an obligation.***

## PART 5 – CERTIFICATIONS AND ADDITIONNAL INFORMATION

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

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

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

### 1. Certifications Required with the Offer

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

#### 1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

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

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

##### 1.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969)" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969)).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?ga=1.229006812.1158694905.1413548969)" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

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

The Offeror must provide the Standing Offer Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before the issuance of a Standing Offer. If the Offeror is a Joint Venture, the Offeror must provide the Standing Offer Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 1.3 Status and Availability of Resources

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

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

### 1.4 Education and Experience

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

### 1.5 References

Offerors must complete Annex « C » and provide a minimum of five references from at least three different clients who can attest from tasks related to the Statement of Work, Annex « A ». These tasks must have an annual budget of at least 25,000.00\$ and require a team composed of at least two persons.

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## **PART 6 – FINANCIAL AND INSURANCE REQUIREMENTS**

### **1. Financial Capability**

SACC *Manual* clause M9033T (2011-05-16) Financial Capability

### **2. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Article 7.1.

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

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## PART 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

1. The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### 2. Security Requirements

2.1 There is no security requirement applicable to the Standing Offer

#### 3. Standard Clauses and Conditions

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

##### 3.1 General Conditions

[2005 \(2016-04-04\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of award to October 31, 2019 inclusively.

##### 4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two additional period of one year, from November 1<sup>st</sup>, 2019 to October 31, 2021 under the same conditions and at the rates or prices specified in the Standing Offer, which will be indexed with the all-items Consumer Price Index for the last year for the province of Quebec, for each year of the extension.

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

#### 5. Authorities

##### 5.1 Standing Offer Authority

The Standing Offer Authority is:

Name : Annie Fournier  
Title: Procurement Specialist  
Public Works and Government Services Canada  
Address : 1550, avenue d'Estimauville, Québec (Qc.) G1J 0C7

Telephone : 418-649-2775



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Facsimile : 418-648-2209

E-mail address : [annie.fournier@pwgsc-tpsgc.gc.ca](mailto:annie.fournier@pwgsc-tpsgc.gc.ca)

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

## 5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

## 5.3 Offeror's Representative

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

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

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

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

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

## 6. Proactive Disclosure of Contracts with Former Public Servants

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

## 7. Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Public Works and Government Services Canada.

## 8. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer.

## 9. Limitation of Call-ups

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

## 10. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (will be included at award) (*Applicable Taxes excluded*), unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or

services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first.

However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority

## 11. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010B (2016-04-04), Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, References;
- h) the Offeror's offer dated \_\_\_\_\_.

## 12. Certifications and Additional Information

### 12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 13. Applicable Laws

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

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## **B. RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

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

### **2. Standard Clauses and Conditions**

#### **2.1 General Conditions**

[2010B \(2016-04-04\)](#), General Conditions – Professional Services (Medium Complexity) [apply to and form part of the Contract](#).

### **3. Term of Contract**

#### **3.1 Period of the Contract**

The Work must be completed in accordance with the call-up against the Standing Offer, from date of issue until \_\_\_\_\_.

### **4. Proactive Disclosure of Contracts with Former Public Servants**

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

### **5. Payment**

#### **5.1 Basis of Payment – Progressive Payments**

1. Canada will make progressive payments in accordance with the provisions detailed in the call-up and the payment provisions of the Standing Offer, up to 90 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment and all other required documents in the call-up, have been submitted in accordance with the invoicing instructions provided in the Standing Offer;
  - b. the total amount is compliant with the Basis of Payment;
  - c. the sum of all progressive payments does not exceed 90 percent of the total amount to be paid in accordance with the call-up.
  - d. all the certificates have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the call-up upon completion and delivery of the item if the Work has been accepted by Canada and a final claim for the payment is submitted.

3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

## **6. Invoicing Instructions**

1. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses ;
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. Invoices must be distributed as follows :
  - a. the original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment ;
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled « Authorities » of the Contract.
4. The Contractor must not submit claims until all work identified in the claim is completed. s.

## **7. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Article 7.1. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

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

### **7.1 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada

should read as follows: Canada, as represented by Public Works and Government Services Canada.

- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

## ANNEX « A »

### STATEMENT OF WORK

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## **A. SCOPE**

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### **Objectives**

Public Works and Government Services Canada (PWGSC) is seeking specialized firms that are able to provide, upon request, various environmental services for different locations across Quebec.

To that end, on behalf of PWGSC, the firms will be required to provide, depending on need, the services set out in section C of this document. These services are required throughout the Quebec Region and will assist PWGSC's Environmental Services (ES).

### **Context**

Various federal departments and agencies regularly entrust PWGSC's ES with environmental projects and studies of different natures taking place in different locations. These projects must be carried out so as to meet the objectives of PWGSC's clients and in accordance with applicable acts and regulations. It is within this context that PWGSC makes use of specialized firms to obtain various environmental services.

As part of their mandate to provide services to Canadians, federal departments and agencies call upon PWGSC's ES for mandates to be fulfilled on their properties. These mandates pertain to property management and the environmental compliance of their operational activities. Accordingly, various environmental actions and studies may be required.

For information purposes, these specialized services may be required for various projects and activities including:

- Construction and renewal of marine infrastructure;
- Dredging and disposal at sea projects;
- Construction, repair or deconstruction of various infrastructures such as navigational aids, urban buildings, correctional facilities, military bases, wharves, access roads, airports, border posts, etc.;
- Fit-up projects for offsetting adverse environmental effects;
- Fit-up projects in National Wildlife Areas;
- Various operational activities carried out on federal sites.

**B. REFERENCE DOCUMENTS**

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When a Call-Up is issued, the contracting authority (PWGSC) will indicate the framework within which the supplier must execute the work, particularly as regards compliance with expectations and applicable rules. While not being limited thereto, the selected firm may be required to carry out the work in accordance with stipulations derived from various publications or documents that are developed or issued by specialized or regulatory authorities.

The following are examples of these documents.

- |                          |                               |                     |
|--------------------------|-------------------------------|---------------------|
| • Regulatory requirement | • Guide                       | • Opinion           |
| • Method and protocol    | • Act and regulation          | • Guideline         |
| • Assessment manual      | • Procedure                   | • Criterion         |
| • Orientation document   | • Code                        | • Recommendation    |
| • Reference document     | • Standard                    | • Directive, policy |
| • Classification system  | • Conditions of authorization | • Permit            |

For information purposes, the following are examples of authorities likely to publish or issue documents to be taken into account.

- Canadian Environmental Assessment Agency (CEAA);
- Fisheries and Oceans Canada (DFO);
- Environment and Climate Change Canada (ECCC);
- Public Works and Government Services Canada (PWGSC);
- St. Laurent Center;
- Natural Resources Canada;
- Centre d'expertise en analyse environnementale du Québec (CEAEQ) [Center of expertise in environmental analysis];
- Centre d'expertise hydrique du Québec (CEHQ) [Quebec centre for water expertise];
- Committee on the Status of Endangered Wildlife in Canada (COSEWIC);
- Canadian Council of Ministers of the Environment (CCME);
- Ministère du Développement Durable, de l'Environnement et de la Lutte contre les changements climatiques du Québec (MDDELCC);
- Ministère des Forêts, de la Faune et des Parcs (MFFP) [Quebec department of forests, wildlife and parks];
- Ministère de la Culture et des Communications (MCC);
- Federal Contaminated Sites Action Plan (FCSAP);
- Canadian Wildlife Service (CWS);
- Other provincial, municipal or federal bodies.



## C. DESCRIPTION OF SERVICES REQUIRED

---

PWGSC's ES team would like to establish standing offers in order to make use of professional environmental services.

To that effect, the services in question are associated with consultant services in project environmental assessments.

### Responsibilities will include:

#### C 1. Environmental impact assessment (Environment Quality Act - EQA)

- C 1.1 Preparation of reports or sections of reports within Quebec's provincial environmental assessment regulatory framework in accordance with sector directives, in effect in southern Quebec, of the Direction générale de l'évaluation environnementale et stratégique of the Ministère Développement durable, de l'Environnement et de la Lutte contre les changements climatiques (MDDELCC);
- C 1.2 Preparation of updates of reports or sections of reports within the provincial environmental assessment regulatory framework.

#### C 2. Environmental assessment (Canadian Environmental Assessment Act - CEAA)

- C 2.1 Preparation of environmental effects assessment reports under section 67 of the CEAA;
- C 2.2 Preparation of environmental project assessment reports designated under the Regulations Designating Physical Activities in accordance with the Prescribed Information for the Description of a Designated Project Regulations (SOR/2012-148);
- C 2.3 Preparation of updates of reports or sections of reports within the federal environmental assessment regulatory framework.

#### C 3. Environmental monitoring relating to the application of measures to mitigate environmental effects associated with projects focussing on various components such as water quality, marine mammals, ichthyological fauna, etc.

- C 3.1 On the basis of environmental assessment reports or other sources (such as a requirement issued by a regulatory authority), development of environmental monitoring plans applicable to the project site;
- C 3.2 On-site execution of the environmental monitoring associated with the delivery of a project;
- C 3.3 Preparation of an environmental monitoring report associated with the delivery of a project.

#### C 4. Follow-up on the effectiveness of the measures to mitigate environmental effects associated with projects focussing on various components such as water quality, marine mammals, ichthyological fauna, etc.

- C 4.1 On the basis of environmental assessment reports, environmental monitoring reports or other sources (such as a requirement issued by a regulatory authority), development of environmental follow-up programs on the effectiveness of measures to mitigate effects of a project;

C 4.2 Implementation of environmental follow-up programs on the effectiveness of measures to mitigate effects of a project;

C 4.3 Preparation of an environmental follow-up report on the effectiveness of measures to mitigate effects of a project.

#### **C 5. Environmental authorizations, approvals, permits and certificates**

C 5.1 *Environment Quality Act (EQA)*: Preparation of requests for authorization certificates under section 22 of the EQA;

C 5.2 *Act respecting the conservation and development of wildlife (LCMVF)*: Preparation of requests for authorization under subsection 128.7 of the LCMVF;

C 5.3 *Fisheries Act (FA)*:

5.3.1 Preparation of the Request for Project Review in accordance with the Request for Review form under the FA;

5.3.2 Preparation of the Authorization Request in accordance with the Guide for submitting a request for authorization as per paragraph 35 (2) (b) of the FA;

C 5.4 *Canadian Environmental Protection Act (CEPA)*: Preparation of applications for permits for disposal at sea under the CEPA and in accordance with the *Regulations Respecting Applications for Permits for Disposal at Sea* (SOR/2014-177);

C 5.5 *Navigation Protection Act (NPA)*: Preparation of requests for approval (Notice of Works) under the NPA in accordance with Transport Canada requirements;

C 5.6 *Species at Risk Act (SARA)*: Preparation of applications for permits under the SARA in accordance with the *Permits Authorizing an Activity Affecting Listed Wildlife Species Regulations* (SOR/2013-140);

C 5.7 Other regulatory considerations: Preparation of requests for environmental authorizations, approvals, permits and certificates in addition to the preceding items.

#### **C 6. Development of generally applicable environmental protection tools.**

C 6.1 Prepare a guide presenting environmental protection measures or an environmental management tool applicable to the operational programs or activities of various federal departments in order to comply with environmental protection acts, regulations, policies, directives, best practices or other applicable requirements.

C 6.2 Prepare a decision-making tool to guide various organizations in the development of programs, operational procedures, management plans or in the implementation of projects or activities in order to comply with environmental protection acts, regulations, policies, directives, best practices or other applicable requirements.

**The resource categories required to deliver these mandates and the estimated percentage of effort will include:**

1. Project Director – 10%
2. Project Manager – 40%
3. Professional (senior, intermediary, junior): 20%
4. Technician (senior, intermediary, junior): 10%
5. Draftsperson/Cartographer (senior, intermediary, junior): 15%
6. Secretary: 5%

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Other resource types may be required but should not represent more than 10% of the required effort.

A junior resource possesses less than 5 year of experience. An intermediary resource possesses five years or more of experience but less than 10 years. A senior resource possesses more than 10 years of experience.

### **Description of resource categories**

The project director and the project manager are defined in the selection criteria document.

The professional is identified as a resource possessing expertise in a field relating to environmental sciences (biology, geology, physics, chemistry, etc.). Supporting the project manager, he or she carries out the different tasks he or she has been assigned in order to complete the project.

The technician is identified as a technical professional proficient in one or more of the technical aspects related to the project. Under the supervision of the project manager, the technician performs the various tasks he or she has been assigned in order to complete the project.

The draftsman/cartographer is proficient in the main basic techniques used in geographic information systems. Under the supervision of the project manager, he or she prepares and enters data using a geographic information system, such as AutoCAD or other.

The resource identified as secretary is responsible for the quality of the documents produced, both in terms of format and the review of spelling and syntax.

## **D. EXECUTION OF SERVICES**

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Depending on the needs of PWGSC and its federal client departments, PWGSC will seek the necessary services from a standing offer firm through a call-up. As contracting authority, PWGSC requires services, approves proposals, issues call-ups, reviews, comments on and approves deliverables and authorizes invoice payments.

### **D.1 Preparation and start-up**

PWGSC will provide the firm in question with a description of the work to be carried out and the expected deliverables so as to enable the firm to prepare a complete work plan. This step will lead to exchanges that may include an initial work meeting.

In general, the work plan to be developed by the firm in question must include, but not be limited to, the following:

- Understanding of the mandate;
- Project completion phases;
- Schedule and milestones;
- Personnel assigned to the tasks (including their qualifications)
- Evaluation of effort in terms of time for each employment category involved;
- Budget evaluation relating to calculated effort;
- Conditions, indicators and steps set out in the quality control and assurance program.

Following PWGSC's acceptance of the work plan, a kick-off meeting will be held in which PWGSC's client (federal department or agency) may participate. Generally, in this meeting, the steps, schedule, milestones, costs, communication mechanisms, administrative aspects, coordination of field work, etc. will be reviewed in detail.

### **D.2 Delivery of mandates**

Throughout the duration of the work, the firm must report to PWGSC in accordance with the monitoring conditions set out in the work plan. The monitoring may include, but not be limited to, the advancement of the work, the updating of expenses, the schedule, milestones, etc. The reports and the follow-ups may result in several exchanges, including meetings.

PWGSC must be informed immediately of any known or anticipated delay that may affect a milestone, specifically, the work completion date. Furthermore, PWGSC must also be informed immediately of any known or anticipated issue that may affect the cost of the

work. The firm must keep accurate records and lists of items that may delay the project or affect its budget.

### D.3 Health and safety

A health and safety plan customized for the site and the activities set out in the work plan must be developed by the firm for orders where field work is required. The consultant will be responsible for enforcing the plan during the execution of the work. The plan must be in compliance with the acts, regulations, codes and best practices applicable to all aspects of the project and all field work tasks. The firm is responsible for ensuring compliance with the health and safety plan. An emergency plan must also be included. The plan must be submitted to the PWGSC representative before any field work begins.

In addition, safety measures must be applied, if applicable, to protect users of the sites where work will be taking place. Specifically, identification signage, tape and fences must be installed to delineate the perimeter of the work zones. The list of planned safety measures must also be provided to the PWGSC representative before the field work begins.

Upon accepting the standing offer, the qualified firm agrees to assume all responsibilities normally assigned to the principal contractor under the *Loi sur la santé et la sécurité du travail* [Act respecting occupational health and safety] and to supervise the work site, if applicable. Therefore, before beginning the work, the firm must:

- Regardless of the number of workers assigned to the site, provide the technical authority, prior to the start of the work, with a work safety plan (health and safety plan) specific to the study site. This plan must include a list of activities to be carried out under the contract, risks and prevention measures that will be taken on and in the vicinity of the work sites, in accordance with the applicable regulations. The health and safety plan must also include an emergency measures plan;
- Provide a mechanical inspection certificate for the machinery to be used on the site;
- Ensure that its workers have received the information and training required to carry out the work safely;
- Ensure that all the required protective equipment and tools are available, in compliance with standards, acts and regulations, inspected, and used properly. The firm must also be able to provide the technical authority with evidence of equipment inspection and certification upon request;
- Comply at all times with the provisions of the *Occupational Health and Safety Act*, the *Safety Code for the Construction Industry*, the *Occupational Health and Safety Regulations*, the *Canada Occupational Health and Safety Regulations* and the *Canada Labour Code - Part II*. In the event of a conflict between the requirements of these documents, the most stringent will apply;

- Notify its workers that they have the right to refuse any work that involves danger to their health or safety;
- Delineate and block off the work area and control access to the site;
- In the event of an unexpected incident, take all necessary measures, including work stoppage, to protect the health and safety of workers and the public. If applicable, the firm must contact the technical authority immediately.

#### D.4 Service quality control and assurance

The firm must adopt quality control and assurance procedures as indicated in the SACC (General Conditions 2005, sections 04 and 13 and 2010B, sections 05 and 24). The quality control and assurance indicators must be explicitly indicated in the work plan and in the reports or other deliverables produced by the firm. If these procedures are not followed or the work not carried out as stipulated in the Standing Offer or in a Call-Up, the Standing Offer may be set aside or corrective measures in relation to the firm's performance may be applied.

With respect to PWGSC, quality monitoring mechanisms for services provided will be put in place:

- Implementation of the "Vendor Performance Corrective Measure Policy"  
<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/180>

#### D.5 Sub-contracting

The tasks, roles and responsibilities of the project director and the project manager cannot be carried out or assumed by a sub-contractor. Furthermore, the Bidder commits to minimizing the percentage of the work to be sub-contracted out. The Bidder alone will remain responsible for the quality of the work and adherence to the budget and timeline with respect to the tasks to be completed under sub-contract.

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Authority. The Contracting Authority may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.

#### D.6 Production of deliverables

The types of reports or other deliverables provided for under this standing offer are laid out in section C.

The content and form of the documents to be delivered will be specified by PWGSC for each individual call-up. As a general rule, the firm must:

- Produce reports or other deliverables in French;
- If necessary, the firm may be required to produce an English version of the reports or other deliverables;
- Ensure that the reports or other deliverables are signed by the project director, the project manager and the contributing expert, if applicable;
- Unless otherwise indicated by PWGSC, the firm must submit paper copies of the reports or other deliverables as well as electronic copies on a medium approved by the PWGSC representative (the medium may be specified on a case-by-case basis).

#### *D.6.1 Draft versions*

Unless otherwise indicated in writing by PWGSC and in general, all deliverables must be submitted to PWGSC in paper format (number to be determined) and in MS WORD and Adobe Acrobat (PDF) electronic unprotected format permitting the addition of comments.

Under this standing offer, a “draft version” of reports and other deliverables refers to a complete version that complies with all PWGSC quality requirements and that addresses each element of the mandate as described in the Statement of Work and in accordance with the work plan approved by PWGSC. This version must be able to be qualified as “pre-final.” That is, a draft version submitted by the firm that does not meet these basic requirements may be returned without delay to the firm for correction without a detailed review by PWGSC. Under these specific circumstances, no budget or timeline change request will be considered for this purpose.

For draft versions that have been deemed acceptable, PWGSC will carry out a complete review of reports and other deliverables. In general, the review will cover the overall quality of the product, the clarity of the wording, the organization of the text, tables, figures and appendices as well as spelling and syntax. The detailed review will also include the analysis of technical and scientific information as well as findings and recommendations presented by the firm. In that respect, the contexts, objectives, methodologies, work descriptions, results, interpretations, analyses, recommendations and findings will be examined in detail. PWGSC therefore requires that all reports or other deliverables undergo a complete review and a quality control at all levels before submission to PWGSC.

In addition to the review by PWGSC, other federal departments or agencies may review the reports and other deliverables submitted by the firm. Specifically, PWGSC’s “client”

department, expert departments or departments with regulatory responsibilities related to the subject in question.

Upon completion of the review, PWGSC will provide the firm with the report or other deliverable along with comments from PWGSC, its client and appropriate authorities. Where necessary, following the firm's receipt of the report containing comments or other deliverable, a work meeting may be held. The purpose of the work meeting will be to discuss the comments made in order to agree on the corrections to be carried out.

The reviewed and corrected version must include the changes agreed on with PWGSC. If there are any remaining doubts when the corrected version is being prepared, the firm must contact PWGSC to obtain the necessary clarifications. All requested corrections or comments not incorporated into the reviewed and corrected version must be explained and justified by the firm to PWGSC. Though PWGSC believes that a single corrective phase should suffice in order to submit compliant and satisfactory deliverables, PWGSC may request corrections and improvements more than once, based on the level of quality and compliance of the submitted document.

#### *D.6.2 Final versions*

The final reports must first be submitted to PWGSC in a complete unprotected PDF version for approval before final printing.

If it is deemed that the content and/or quality of the deliverable submitted by the firm differs from the last draft version submitted, that it is not acceptable or that it does not include all the corrections requested, PWGSC reserves the right to ask the firm to submit other final versions by specific deadlines that will be set by PWGSC, until the deliverable is deemed satisfactory.

Unless otherwise specified by PWGSC:

- The final versions of the deliverables must be submitted to PWGSC in a single document (number of copies to be determined), in hard copy, duplex printed and bound.
- Photographs and maps must be printed on only one side of the paper.
- The final versions must also be submitted on CD-ROM or USB flash drive in MS WORD electronic format, as well as in MS EXCEL or AUTOCAD format, and all other native file formats.

#### *D.6.3 Other deliverables*

In certain circumstances, the firm may be asked to prepare a presentation and present the results of its work to various stakeholders, including federal departments or agencies,



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provincial departments, municipal organizations, members of the public, etc. These presentations may take place during a work meeting, formal meetings with regularity authorities, during public meetings, etc.

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## ANNEX « B »

### BASIS OF PAYMENT

1. **LABOUR:** at firm hourly rates, inclusive of overhead, exclusive of profit, GST/HST extra, FOB destination (for goods), in accordance with the following:

*Note : Director and Project Managers roles cannot be undertaken by sub-contractors.*

Labour Categories	From Award Date to October 31, 2019	1st optional year – From November 1, 2019 to October 31, 2020 (Rates will be inserted if services are required)	2nd optional year – From November 1, 2020 to October 31, 2021 (Rates will be inserted if services are required)
a) Project Director		<p>For the two optional years of the Standing Offer. All rates will be annually indexed with the all-items Consumer Price Index for the last year for the province of Quebec, for each year of the extension.</p> <p>Each year, in October, the most recent Consumer Price Index available at this time will be used for the adjustments.</p>	
Name :	_____ \$/hr		
Name :			
b) Project Manager			
Name :	_____ \$/hr		
Name :			
c) Senior Professional	_____ \$/hr		
d) Intermediary Professional	_____ \$/hr		
e) Junior Professional	_____ \$/hr		
f) Senior Technician	_____ \$/hr		
g) Intermediary Technician	_____ \$/hr		
h) Junior Technician	_____ \$/hr		
i) Senior Draftsperson/Cartographer	_____ \$/hr		
j) Intermediary Draftsperson/Cartographer	_____ \$/hr		

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k) Junior Draftsperson/Cartographer	_____ \$/hr	
l) Secretary	_____ \$/hr	

## 2. TRAVEL & LIVING :

- (a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
- (i) services provided within the « communauté métropolitaine de Québec » as shown in the following website : <http://www.cmquebec.qc.ca/communaute-metropolitaine-quebec/territoire> ; and
  - (ii) services provided within the « communauté métropolitaine de Montréal » as shown in the following website : [http://cmm.qc.ca/fileadmin/user\\_upload/carte/2015\\_cmm\\_general\\_8x11.pdf](http://cmm.qc.ca/fileadmin/user_upload/carte/2015_cmm_general_8x11.pdf) ; and
  - (iii) services provides within a distance of 50 km from the Contractor's address.
- (b) For services to be provided outside the regions listed above, the Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.qc.ca/directive/travel-voyage/index-eng.php>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". The Treasury Board Secretariat's Special Travel Authorities, [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/statb-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/statb-eng.asp), also apply.
- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
- (d) All travel must have prior authorization of the Technical Authority. All payments are subject to government audit.

## 3. MATERIALS AND SUPPLIES: at laid down cost without markup.

**Total limitation of expenditure for the Standing Offer (taxes extra): \$\_\_\_\_\_ (amount will be inserted at award)**

With the exception of the firm rate(s) and price(s), the amounts shown in the various items specified above are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority and provided that the estimated cost does not exceed the aforementioned Limitation of Expenditure.

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## ANNEX « C »

### LETTER OF REFERENCE OF THE OFFEROR

\_\_\_\_\_

The purpose of this letter is to confirm that the company \_\_\_\_\_ has provided on behalf of our organisation and to our complete satisfaction, under the terms and conditions of the agreement, the calendar and the agreed budget, environmental services, as described below :

1. from ..... to .....; Number of hours: . . . . . hours; Value:.....\$ (taxes included)

(describe in general terms the service and the location of the service provision)

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2. from ..... to .....; Number of hours: . . . . . hours; Value:.....\$ (taxes included)

(describe in general terms the service and the location of the service provision)

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\_\_\_\_\_  
Title of the Contracting Authority

\_\_\_\_\_  
Telephone Number of the Contracting Authority

\_\_\_\_\_  
Signature of the Contracting Authority

\_\_\_\_\_  
Date

1. The letters of references must be signed and dated. They can consist of scanned copies.

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## ATTACHMENT #1

### EVALUATION CRITERIA

## Consultant Services–Environmental project assessment

### General

#### **Notes regarding the preparation of the technical bid and evaluation criteria:**

The technical bid submitted further to this Request for a Standing Offer (RFSO) must have a maximum of 40 pages, all-inclusive (i.e. the number of pages must include the cover page, table of contents, list of abbreviations, body, tables, organizational charts, résumés, graphs). If a technical bid exceeds 40 pages, all excess pages will be removed and will not be evaluated.

The bidder should prepare the bid by following the numbering and the order of the mandatory and point-rated technical evaluation criteria presented in this bid solicitation.

The technical offer must comply with all of the mandatory criteria. If that is the case, the technical offer will be deemed responsive and will be evaluated on the basis of the point-rated criteria. Failure to meet the mandatory criteria will render the bid non-responsive, and no further evaluation will be carried out.

It is not sufficient to merely say that the mandatory and point-rated technical criteria have been met. The bidder must clearly demonstrate in detail how the mandatory and point-rated technical criteria have been met.

The projects submitted must be completed by the closing date to be considered.

The same project can be used as experience for a number of mandatory and/or point-rated technical criteria.

It should be noted that subcontracting is allowed. However, the roles of project director and project manager cannot be subcontracted.

With regard to the point-rated technical criteria and the firm's experience, the projects submitted must describe the experience of the bidder itself (which includes the experience of all companies that formed the bidder through a merger but does not include any experience acquired through the purchase of assets or the assignment of contract). The experience of the bidder's affiliated companies (i.e. parents, subsidiaries or sister companies), subcontractors or suppliers will not be taken into consideration.

## Services required

All instances of "Services Required" in the technical and point-rated criteria refer to section C of the Statement of Work, entitled Description of Services Required – Environmental project assessment. Unless otherwise indicated regarding the exclusion of item 6, the phrase "Services Required" refers to the six (6) following items and their sub-items:

1. Environmental impact assessment (*Environment Quality Act* – EQA);
2. Environmental assessment (*Canadian Environmental Assessment Act* – CEAA);
3. Environmental monitoring to apply environmental mitigation measures for the environmental impacts of projects;
4. Follow-up on the effectiveness of the environmental mitigation measures;
5. Environmental authorization, approval, licence and certificate; and
6. Development of general application tools to protect the environment.

### 1. Mandatory technical criteria

At bid closing time, the bidder must respond to the mandatory technical criteria presented below, in table 1, and provide the necessary documentation to support compliance. Bids that fail to meet one or more of the mandatory requirements will be declared non-responsive. Each criterion should be addressed separately.

In the *Reference* column of table 1, the bidder should indicate the page number(s) of the bid with the information and documents requested.

The bidder must propose at least one project director (table 1, section 1.1) and one project manager (table 1, section 1.2). Only the proposed resources meeting the mandatory criteria will be considered for a standing offer. The résumés of these two people (maximum of two pages per résumé) will also have to be provided in the proposal.

For information purposes, the tasks of a project director should include, but are not limited to, the following:

- Ensure the economic and technical feasibility of the project based on the established methods and budget;
- Develop and validate the project's objectives and implementation plan;
- Approve the schedule of activities and detailed work plan;
- Assign the necessary resources to the various tasks;
- Direct the project in its entirety and provide appropriate guidance;
- Supervise the project manager and the project development team;
- Monitor the project, including the completion of tasks and adherence to the budget, schedule and

deadlines;

- Address issues and get involved in conflict resolution;
- Ensure quality control;
- Review and approve deliverables produced;
- Be responsible for the project and results; and
- Ensure that various applicable requirements, such as those related to occupational health and safety, are complied with.

For information purposes, the tasks of a project manager should include, but are not limited to, the following:

- Participate in analyzing and evaluating approaches and options for the project;
- Develop the schedule of activities, timetable and budget for the preferred option;
- Develop a detailed work plan and obtain approval for the plan;
- Under the direction of the project director, supervise and coordinate the project team, including the professionals, technicians and subcontractors for the duration of the project;
- Plan, direct and control the activities of the work team in compliance with the agreed-upon parameters, including the schedule, timetable and budget;
- Develop a follow-up plan for the agreed-upon parameters (including the schedule, timetable and budget) and update any relevant information on the project;
- Effectively ensure the management, coordination and follow-up of the project using a variety of project management tools;
- Validate data, tables, graphs, diagrams, plans, etc. to ensure a detailed analysis and an accurate interpretation of the scope;
- Ensure that all of the results obtained are complete and comply with the Statement of Work for the call-up;
- Draft reports; and
- Be the main contact for PWGSC.

**TABLE 1**

<b>1. Mandatory technical criteria for staff</b>		<b>Reference</b>	<b>Met (Y/N)</b>
<b>1.1 Project director</b>			
<b>The technical proposal for the project director must meet mandatory criteria 1.1.1 to 1.1.7</b>			
1.1.1	Provide the name of the proposed resource.		
1.1.2	<p><u>Education</u>: The proposed resource must have at least a bachelor's degree from a university recognized* by the Government of Canada with a specialization in a field related to environmental sciences.</p> <p>*The list of recognized organizations is posted on the website of the Canadian Information Centre for International Credentials at the following address: <a href="http://cicic.ca">http://cicic.ca</a>.</p>		
1.1.3	<u>Minimum experience</u> : The proposed resource must have ten (10) years' experience, acquired within the last fifteen (15) years, undertaking environmental projects. The projects must include at least items 1 to 5 in the Services Required (item 6 is not mandatory).		
1.1.4	<u>Minimum experience</u> : The proposed resource must have three (3) years' experience, acquired within the last ten (10) years, as a project director.		
<p><b><u>Instructions for criteria 1.1.5 to 1.1.7</u></b></p> <p>In order to show that criteria 1.1.5 to 1.1.7 have been met, the bidder must provide project descriptions (one page per project). The projects submitted to demonstrate the experience acquired must be completed by the bid closing date. For each project submitted, the bidder must include the information indicated in section 2.3 of this document.</p>			
1.1.5	<u>Minimum experience</u> : The proposed resource must have carried out at least five (5) environmental project assessments as part of the federal regulatory framework (CEAA) within the last ten (10) years.		
1.1.6	<u>Minimum experience</u> : The proposed resource must have carried out at least three (3) environmental project assessments as part of the provincial regulations (EQA), including at least one environmental impact assessment, in accordance with the environmental impact assessment and review procedure, within the last ten (10) years.		
1.1.7	<u>Minimum experience</u> : The proposed resource must have carried out at least three (3) projects within the last ten (10) years involving the development of a monitoring plan and/or the site monitoring and/or the development of a follow-up program for		



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	environmental mitigation measures as part of federal or provincial regulatory framework.		
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**TABLE 1 (Cont'd)**

<b>1.2 Project manager</b>			
<b>The technical proposal for the project manager must meet mandatory criteria 1.2.1 to 1.2.7</b>			
1.2.1	Provide the name of the proposed resource.		
1.2.2	<p><u>Education</u>: The proposed resource must have at least a bachelor's degree from a university recognized* by the Government of Canada with a specialization in a field related to environmental sciences.</p> <p>*The list of recognized organizations is posted on the website of the Canadian Information Centre for International Credentials at the following address: <a href="http://cicic.ca">http://cicic.ca</a>.</p>		
1.2.3	<u>Minimum experience</u> : The proposed resource must have seven (7) years' experience, acquired within the last ten (10) years, carrying out environmental projects. The projects must include at least items 1 to 5 in the Services Required (item 6 is not mandatory).		
1.2.4	<u>Minimum experience</u> : The proposed resource must have three (3) years' experience, acquired within the last seven (7) years, as a project manager.		
<p><b><u>Instructions for criteria 1.2.5 to 1.2.7</u></b></p> <p>In order to demonstrate that criteria 1.2.5 to 1.2.7 have been met, the bidder must provide project descriptions (maximum of one page per project). The projects submitted to demonstrate the experience acquired must be completed by the bid closing date. For each project submitted, the bidder must include the information indicated in section 2.3 of this document.</p>			
1.2.5	<u>Minimum experience</u> : The proposed resource must have completed at least four (4) environmental project assessments as part of the federal regulatory framework (CEAA) within the last seven (7) years.		
1.2.6	<u>Minimum experience</u> : The proposed resource must have completed at least two (2) environmental project assessments as part of the provincial regulatory framework (EQA), including at least one environmental impact assessment, in accordance with the environmental impact assessment and review procedure, within the last seven (7) years.		
1.2.7	<u>Minimum experience</u> : The proposed resource must have completed at least two (2) projects within the last seven (7) years involving the development of monitoring plans and/or site monitoring and/or the development of a follow-up program for environmental mitigation measures as part of federal or provincial regulatory framework.		

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## 2. Point-rated technical criteria

Each bid that meets all of the above mandatory requirements shall be evaluated and scored in accordance with the point-rated technical criteria listed below (2.1 to 2.3).

Table 2 sets out the maximum scores and the passing marks required for the point-rated technical criteria described in the sections below.

For criteria 2.2 and 2.3 in table 2, the bidder should indicate, in the Reference column, the page number(s) of the bid with the information or documents needed to evaluate the point-rated technical criteria.

When applicable, a generic evaluation grid will be used to establish criteria scores. The grid, presented at the end of this document, allows the bidder to obtain a maximum of 10 points for each criterion. The score obtained will then be weighted on the basis of the points in table 2 on the next page.

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**TABLE 2: Scoring for point-rated technical criteria**

POINT-RATED TECHNICAL CRITERIA	MAXIMUM	REQUIRED PASS MARK	REFERENCE
<b>2.1 CLARITY OF PROPOSAL</b>	<b>10</b>	<b>7</b>	
2.1.1 Proposal presentation and structure	10	7	N/A
<b>2.2 COMPREHENSION OF THE MANDATE AND PLANNING</b>	<b>30</b>	<b>21</b>	
2.2.1 Comprehension of objectives	12	-	
2.2.2 Assignment of tasks and operational structure	8	-	
2.2.3 Methods/tools used to plan the work	10	-	
<b>2.3 FIRM'S PROJECTS</b>	<b>45</b>	<b>31.5</b>	
2.3.1 Relevance (15 points)			
2.3.1.1 Project 1	1.5	-	
2.3.1.2 Project 2	1.5	-	
2.3.1.3 Project 3	1.5	-	
2.3.1.4 Project 4	1.5	-	
2.3.1.5 Project 5	1.5	-	
2.3.1.6 Project 6	1.5	-	
2.3.1.7 Project 7	1.5	-	
2.3.1.8 Project 8	1.5	-	
2.3.1.9 Project 9	1.5	-	
2.3.1.10 Project 10	1.5	-	
2.3.2 Diversity (15 points)			
2.3.2.1 Diversity of Services Required	10	-	
2.3.2.2 Diversity of types of projects	5	-	
2.3.3 Complexity (15 points)			
2.3.3.1 Project 1	1.5	-	
2.3.3.2 Project 2	1.5	-	
2.3.3.3 Project 3	1.5	-	
2.3.3.4 Project 4	1.5	-	
2.3.3.5 Project 5	1.5	-	
2.3.3.6 Project 6	1.5	-	
2.3.3.7 Project 7	1.5	-	
2.3.3.8 Project 8	1.5	-	
2.3.3.9 Project 9	1.5	-	
2.3.3.10 Project 10	1.5	-	
<b>TOTAL</b>	<b>85</b>	<b>59.5</b>	

## 2. Point-rated technical criteria

### 2.1 Clarity of proposal

#### 2.1.1 *Presentation, structure and quality of language used*

The presentation and structure of the technical offer document must be clear in order to easily find chapters, sections and information. The quality of the bidder's proposal must meet the standards normally required for reports and studies in the environmental sciences field. The structure of the bid should follow the order of the mandatory and point-rated evaluation criteria. Particular attention will also be paid to the quality of the language used, including spelling, grammar and syntax.

This criterion will be evaluated using the generic grid in the annex provided at the end of this document.

### 2.2 Comprehension of the mandate and planning

#### 2.2.1 *Comprehension of the scope of services*

The bidder should clearly demonstrate that it has understood the full scope and breadth of the Services Required, which may require methods, techniques, criteria, regulatory requirements, etc. that may have an impact on the performance of the services and deliverables.

This criterion will be evaluated using the generic grid provided at the end of this document.

#### 2.2.2 *Assignment of tasks and operational structure*

The bidder should clearly outline how the work team will be structured to carry out the various mandates that could be assigned. In particular, in addition to the explanations that should be presented, an organizational chart should be provided to show the structure and assignment of tasks.

The operational structure should include, but is not limited to, the key positions, roles and responsibilities, communication links, coordination components and follow-up within the framework of a mandate.

This criterion will be evaluated using the generic grid provided at the end of this document.

#### 2.2.3 *Methods and tools used to perform the work*

The bidder should clearly describe the methods and tools that will be used to perform each step of the mandate. Without limitation, the methods and tools may be used to plan the work, identify issues and priorities, evaluate the workload, monitor tasks and activities, monitor budgets,

schedules and timelines, etc. Also, the bidder should provide a description of the quality assurance and control plan for the services offered.

This criterion will be evaluated using the generic grid provided at the end of this document.

## **2.3 Firm's projects**

Bidders must demonstrate, through the description of ten (10) projects, which items in the Services Required their firm has already provided as part of previous mandates. The projects submitted must have been carried out as lead expert (lead contractor) and successfully completed by the bid closing date. The projects submitted will be evaluated based on their relevance, diversity and complexity.

The projects submitted must meet the following conditions:

- Have been completed within the last five (5) years (the final report must have been submitted between 2012 and the closing date of this invitation to tender); and
- Have been completed in Canada.

For each project, the bidder should include at least the following information:

- a) Title
- b) Objectives
- c) Scope of work/services provided
- d) Description and specific characteristics of the projects
- e) Location of the project
- f) Project start and end dates (day/month/year)
- g) The client (client organization, person in charge and contact information)

The content of the technical proposal should provide the information required to evaluate the projects' relevance (section 2.3.1), diversity (section 2.3.2) and complexity (section 2.3.3).

If more than 10 projects are submitted, PWGSC will evaluate only the first 10 projects.

Each project must be accompanied by the reference check form in annex C of this RFSO.

### *2.3.1 Relevance*

The relevance of the ten (10) projects submitted will be evaluated based on the projects' inclusion of the six (6) Services Requested items. A project will be considered relevant if it directly includes at least one of the six (6) Services Required items.

The score for relevance will be established as follows:

Relevant project = 1.5 points;

Non-relevant project = 0 points.

### *2.3.2 Diversity*

#### *2.3.2.1 Diversity in terms of the six Services Required items*

Diversity will be evaluated based on the number of Services Required items included in the services provided as part of the projects submitted by the firm. Scores are established based on the number of items included in the 10 projects submitted:

6 items = 10 points

5 items = 9 points

4 items = 8 points

3 items = 6 points

2 items = 4 points

1 item = 2 points

#### *2.3.2.2 Diversity in terms of types of projects*

Diversity in terms of types of projects will be evaluated based on the following categories:

- a) Construction, refit, repair, demolition of port infrastructure (wharf structures, breakwaters, etc.) or another project in water;
- b) Dredging, immersion of sediments at sea, treatment of contaminated sediments;
- c) Work in protected areas, such as, but not limited to, national wildlife areas, federal or provincial parks; and
- d) Construction/deconstruction of various infrastructures (including, but not limited to, lightstations, range lights, buildings in urban areas, correctional institutions, military bases, roads, airports, border crossings).

The score is established based on the number of types of projects among the projects submitted by the firm:

4 types of projects = 5 points

3 types of projects = 4 points

2 types of projects = 2 points

1 type of project = 1 point

### 2.3.3 Complexity

The complexity of the projects submitted will be evaluated based on the characteristics likely to make them more complex. The list below sets out the three characteristics used to assess complexity:

- a) Project subject to the environmental impact assessment and review procedure in accordance with the Regulation Respecting Environmental Impact Assessment and Review under the EQA OR project subject to a comprehensive study under the CEAA (1992) OR project subject to an environmental assessment in accordance with the Regulations Designating Physical Activities under the CEAA (2012).
- b) Request and obtain federal or provincial environmental authorization, approval, licence and certificate, other than under the EQA or CEAA.
- c) Presence of sensitive components, such as threatened or vulnerable species or species at risk, heritage elements, protected areas, humid or aquatic environments, requiring the application of specific protective measures.

The score for project complexity will be established as follows:

Project including item a) = 0.5 points

Project including item b) = 0.5 points

Project including item c) = 0.5 points

Project with no items = 0 points

Scores will be added (item a + item b = 1 point).



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### Generic Grid

Point-Rated Criterion	Non-Responsive 0 points	Unsatisfactory 1-2 points	Very Poor 3-4 points	Poor 5-6 points	Acceptable 7 points	Good 8 points	Very Good 9 points	Excellent 10 points
<b><u>1.1.1 Presentation and structure</u></b>	Did not submit information that could be evaluated	The presentation and structure are unsatisfactory	The presentation and structure are very poor	The presentation and structure are poor	The presentation and structure are acceptable	The presentation and structure are good	The presentation and structure are very good	The presentation and structure are excellent
<b><u>1.2.1 Comprehension of the scope of services</u></b>	Did not submit information that could be evaluated	The comprehension of the scope of services is almost non-existent	The comprehension of the scope of services is very poor	The comprehension of the scope of services is poor	The comprehension of the scope of services is acceptable	The comprehension of the scope of services is good	The comprehension of the scope of services is very good	The comprehension of the scope of services is excellent
<b><u>1.2.2 Assignment of tasks and operational structure</u></b>	Did not submit information that could be evaluated	The assignment of tasks and operational structure is unsatisfactory	The assignment of tasks and operational structure is very poor	The assignment of tasks and operational structure is poor	The assignment of tasks and operational structure is acceptable	The assignment of tasks and operational structure is good	The assignment of tasks and operational structure is very good	The assignment of tasks and operational structure is excellent
<b><u>1.2.3 Methods and tools used to perform the work</u></b>	Did not submit information that could be evaluated	The choice and description of the methods and tools used to perform the work are unsatisfactory	The choice and description of the methods and tools used to perform the work are very poor	The methods and tools used to perform the work are poor	The methods and tools used to perform the work are acceptable	The methods and tools used to perform the work are good	The methods and tools used to perform the work are very good	The methods and tools used to perform the work are excellent

## ATTACHMENT #2

### EVALUATION OF PRICE

For evaluation purposes only, the price of the offer will be determined as follows:

#### 1 – Financial Offer

Offerors must submit their financial bid in accordance with **Annex B, Basis of Payment**.

#### 2 – Calculation of Offer price

The Offer Price will be calculated as follows:

The Total Offer Price will be calculated as set out in section 3 below.

The Offer Price will be evaluated on the basis of the following estimated level of effort:

Project Director	10%
Project Manager	40%
Professional	20%
Technician	10%
Draftsperson/Cartographer	15%
Secretary	5%

#### 3 – Cost of Labour:

To establish labour costs, the effort available in terms of hours (see last column in Table 4.1, below) must be determined. The effort available for each resource category will be calculated as follows:

$$\text{Effort available} = \frac{[\text{Total anticipated available funding}] \times [\text{Approximate percentage use}]}{[\text{Average hourly rate for the resource category}]}$$

The cost of labour for a given category (for a given offer) is then obtained by multiplying the effort available by the average hourly rate provided for the given category (for a given offer).

Lastly, the cost of labour is calculated by adding the labour costs per category for a given bid.

For example:

- Anticipated funding for the work = \$1,900,000.00
- Percentage of use for "PD" = 10%
- If the average hourly rate for bid A = \$70, that for bid B = \$75 and that for bid C = \$60, then the average hourly rate for the resource category = \$68.33.

Therefore,

- Effort available =  $1,900,000.00 \times 0.10 / \$68.33 = 2780.62$  hours

and

- Labour cost for the Project Director offer a  
=  $2780.62 \text{ hours} \times \$70 = 194,643.40\$$

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- Labour cost for the Project Director offer b  
= 2780.62 hours x \$75 = 208,546.50\$
- Labour cost for the Project Director offer c  
= 2780.62 hours x \$60 = 166,837.20\$

#### 4 - Sample calculations for the price of the three bids

Resource Categories	% of use	Rate A	Price for A	Rate B	Price for B	Rate C	Price for C	Qty
Project Director	10%	\$70.00	\$194,643.40	\$75.00	\$208,546.50	\$60.00	\$166,837.20	2780.62
Project Manager	40%	\$65.00	\$801,037.90	\$65.00	\$801,037.90	\$55.00	\$677,801.30	12323.66
Professional	20%	\$60.00	\$390,879.60	\$65.00	\$423,452.90	\$50.00	\$325,733.00	6514.66
Technician	10%	\$55.00	\$195,949.60	\$60.00	\$213,763.20	\$45.00	\$160,322.40	3562.72
Draftsperson/Cartographer	15%	\$45.00	\$274,801.95	\$50.00	\$305,335.50	\$45.00	\$274,801.95	6106.71
Secretary	5%	\$32.00	\$85,225.60	\$40.00	\$106,532.00	\$35.00	\$93,215.50	2663.30
<b>TOTAL :</b>		<b>\$1,942,538.05</b>		<b>\$2,058,668.00</b>		<b>\$1,698,711.35</b>		

The "percentages of use" listed in the table are provided solely for the purpose of determining the estimated price for each bid. They represent approximate needs, provided in good faith, and should not be considered as a contractual guarantee.

These rates are provided as an example only and must not be interpreted as an indicator of the experience of the labour categories.