



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Place Bonaventure,

800 rue de la Gauchetière Ouest

Voir aux présentes - See herein

Montréal

Québec

H5A 1L6

FAX pour soumissions: (514) 496-3822

REQUEST FOR PROPOSAL

DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure,

800 rue de la Gauchetière Ouest

Voir aux présentes - See herein

Montréal

Québec

H5A 1L6

Title - Sujet Environmental Investigation Sites	
Solicitation No. - N° de l'invitation EF928-172439/A	Date 2017-07-13
Client Reference No. - N° de référence du client EF928-17-2439	
GETS Reference No. - N° de référence de SEAG PW-\$MTC-560-14424	
File No. - N° de dossier MTC-6-39391 (560)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-08-23	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ghali, Camille	Buyer Id - Id de l'acheteur mtc560
Telephone No. - N° de téléphone (514) 496-3871 ()	FAX No. - N° de FAX (514) 496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA PL.BONAVENTURE,PORTAIL S-E,BUR.7300 800 RUE DE LA GAUCHETIERE O. MONTREAL Québec H5A1L6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

REQUEST FOR STANDING OFFER (RFSO)

ENVIRONMENTAL INVESTIGATION OF SITES SERVICES FOR QUEBEC REGION

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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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses: |
| | 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions; |
| | 6B, 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 description of the Services, the Basis of Payment, Set-Aside Under The Procurement Strategy For Aboriginal Business / Certification (if applicable), Program for Employment Equity - Certification and any other annexes

1.2 Summary

(i) Public Works and Government Services Canada (PWGSC) is inviting qualified consulting firms that have expertise in the field of the environment, particularly Phase I, II and III environmental site assessments, environmental follow-ups and environmental project monitoring to submit bids for Standing Offers. The selected consultants shall provide a range of services as identified in "Annex «A» - Description of Services".

(ii) Firms must be able to demonstrate successful delivery of these services for a variety of projects over the last five (5) years.

In general, the firm and its personnel will be evaluated on the basis of their demonstrated understanding of the scope of services, their approach and methodology to providing those services and the quality of their relevant experience in this area, as well as the cost of the provision of these services.

(iii) It is PWGSC's intention to authorize up to eight (8) Standing Offers, each for a period of two (2) years from the date of issuing the Standing Offers with 3 option years. The total dollar value of all Standing Offers is estimated to be \$7,500,000.00 (Applicable Tax Included). Individual call-ups will vary, up to a maximum of \$400,000.00 (Applicable Tax Included). Offerors should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; PWGSC will award call-ups only when the specific services to be provided under the Standing Offer are needed. "Refer to Part 6A clause 7, Call-up Procedures.

The firm consultants must be willing to provide their service all over the province of Quebec, with the exception of the following areas:

the area covered by the Comprehensive Land Claim Settlement Area (CLCSA) - James Bay and Northern Quebec Agreement (JBNQA), as set out in the Treasury Board of Canada Secretariat's Contracting Policy Notice 1997-8 of December 10, 1997.

For which there will be two (2) dedicated Standing offer issued from this same request; one for the Inuit territory and another for the CREEs' territory.

(iv) This procurement contract may be designated, in whole or in part, by one or several designated users as a set-aside for Aboriginal business pursuant to the federal government's Procurement Strategy for Aboriginal Business (PSAB).

In these specific cases, the contract will neither be subject to the North American Free Trade Agreement (NAFTA), in accordance with Appendix 1001.2b, section 1. (d), nor to the World Trade Organization Agreement on Government Procurement (WTO-AGP) in accordance with Appendix 1, section 1. (d), and in accordance with section 1802 of the Agreement on Internal Trade (AIT), the AIT won't apply to this contract.

(v) Pursuant to section 01 of Standard Instructions 2006, Offerors must submit a complete list of names of all individuals who are currently directors of the Offeror. Furthermore, as determined

by the Special Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form.

(vi) This requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada-Colombia Free Trade Agreement (FTA) and the Canada-Peru FTA and the Agreement on Internal Trade (AIT).

1.3 Debriefings

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

1.4 Key Terms

Where “Consultant” appears in this bid solicitation and the resulting Standing Offer and Call-ups, this means “Offeror” and “Contractor” in the context of the Terms, Conditions and Instructions.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [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 (2017-04-27) 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

2.1.1 Requirements related to the Set-Aside Program for Aboriginal Business

- a) This procurement in whole or in part, may be set aside as set aside for Aboriginal business under the federal government's Procurement Strategy for Aboriginal Business (PSAB). In order to be considered as an Aboriginal Business, Suppliers must complete and sign the certification entitled "Owner/Employee Certification - Set-aside for Aboriginal Business" attached in Annex «C» - Aboriginal Business Certification.
- b) By executing the certification, the Supplier warrants that it is an Aboriginal business as defined in the federal government's Procurement Strategy for Aboriginal Business (PSAB).

2.2 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**.

2.3 Former Public Servant

Refer to **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

5.2.3.1 Former Public Servant (FPS) - Certification

2.4 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.

2.5 Applicable Laws

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

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.

2.6 Limitation of Submissions

1. A Proponent may not submit more than one proposal. This limitation also applies to the persons or entities in the case of a joint venture. If more than one proposal is received from a Proponent (or, in the case of a joint venture, from the persons or entities), all such proposals shall be rejected and no further consideration shall be given.

2. A joint venture is defined as an association of two or more parties which combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise.

3. An arrangement whereby Canada contracts directly with a consultant who may retain sub-consultants or specialist consultants to perform portions of the services is not a joint venture arrangement. A sub-consultant or specialist consultant may, therefore, be proposed as part of the consultant team by more than one Proponent. The Proponent warrants that it has written permission from such sub-consultant or specialist consultant to propose their services in relation to the services to be performed.

4. Notwithstanding paragraph 3. above, in order to avoid any conflict of interest, or any perception of conflict of interest, a Proponent shall not include in its submission another Proponent as a member of its consultant team, as a sub-consultant or specialist consultant.

5. Any joint venture entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

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

Section I: Technical Offer (1+3 hard copies)

Section II: Financial Offer (1+1 hard copy)

Section III: Certifications (1 hard 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 must explain and demonstrate how they propose to meet the requirements and how they will carry out the Work described in the statement of work (Annex «A»). For the technical criteria evaluated, they should refer to the specifications described in Part 4 - Bid Evaluation Procedure and Selection Methodology.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex «B» "Price Offer". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

3.2 Quality and Clarity of Offers

The submitted technical offer must contain all of the information stipulated in this document without any superfluous or irrelevant material. It must be of a quality on a par with the standards customarily required for the drafting of study reports, in terms of clarity, appearance of layout, quality of language, and document structure.

To facilitate the evaluation of the offer, Canada requests that Offerors address topics in the order of the evaluation criteria (Part 4 of this document) and under the same headings. To avoid duplication, suppliers may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 Submission of Offers

3.3.1 Specific Requirements for Offer Format

The maximum number of pages, including the text, tables and organization charts, **for the purpose of rating the technical offer, is 32 pages** (see Part 4 section 4.3.2).

The following are not part of the page limitation mentioned above:

- Cover letter;
- Integrity provisions – required documentation;
- Front page of the RFSO;
- Front page of revision(s) made to the RFSO;
- Declaration/Certifications Forms (Section III);
- Financial offer including the cost schedule (Section II); and
- Integrity provisions – associated information (Annex F).

The bidder must account for and conform to the formatting instructions described during preparation of the offer.

Consequence of non-compliance: Any pages that extend beyond the above page limitation and any attachments (annexes, etc.) other than those that are required will be extracted from the offer and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

3.4 Submission requirements - checklist

The following list of documents and forms is provided with the intention of assisting in ensuring a complete submission. The Offeror is responsible for meeting all submission requirements.

- ☐ Technical Offer - completed and signed, 1 original + 3 copies.
- ☐ Financial Offer - completed and signed, 1 original + 1 copy Including the price offer form, provided in Annex «B» - completed and signed, all submitted in separate envelopes.
- ☐ Front page of Request for Standing Offer - completed and signed, 1 original
- ☐ Front page of Revision(s) to a Request for Standing Offer - completed and signed
- ☐ Integrity Provisions – Associated Information - **list of directors / owners**
- ☐ Declaration / Certifications Form - completed and signed form provided in Annex «C» (if applicable) and Annex «D».

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Reference to the Selection Procedure

This section presents the selection procedure for this Request for Standing Offer (RFSO). The Offeror is responsible for meeting all submission requirements.

The evaluation will be based solely on the offer information submitted.

There should be no assumption that this Request for Standing Offer (RFSO) is similar to previous RFSOs. The submitted documents must include all of the required information.

4.2 Evaluation Procedures

The submitted offer must contain all of the information requested in this document without any superfluous or irrelevant material. It must be of a quality on a par with the standards customarily required for the drafting of study reports, in terms of clarity, appearance of layout, quality of language, and document structure.

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 (technical first and then financial). Failure to meet the mandatory criteria will render the bid non-responsive, and no further evaluation will be carried out.

The procedure for assessment will be:

- a) Offers will be assessed in accordance with the entire requirement of the request for proposal including the technical and financial criteria;
- b) The verification of the mandatory criteria and evaluation of the point-rated criteria of the technical offer will be carried out by an evaluation board made up of representatives of Public Works and Government Services Canada. The method that will be used to evaluate the technical offer is presented in section 4.3 of this part;
- c) Only financial offers submitted by Offerors whose technical offers received the pass mark will be evaluated. The method that will be used to evaluate the financial offer is presented in section 4.4 of this part.

Note: In this article, the term “Consultant” refers to the supplier. The definition of a supplier is provided in Article 4 of the Standard Instructions (Goods or Services) 2006.

4.3 Technical Evaluation

To calculate the score for the technical criteria, each bid that has already met the mandatory technical criteria will be evaluated to determine its overall technical rating. The overall technical rating accounts for **70%** of the offer's overall evaluation score (including the financial criteria – see section 4.5 of this part).

Any offer that does not satisfy the mandatory requirements 4.3.1.1 and 4.3.1.2 (along with the Set-aside for Aboriginal Business, if applicable) will be deemed non-responsive and will be given no further consideration.

4.3.1 Mandatory Technical Criteria

The technical offer must necessarily include, but is not limited to, the points listed in the following sections. Failure to meet the mandatory technical criteria will result in the bidder's offer being deemed non-responsive.

4.3.1.1 Key Personnel of the Bidder's Team

The bidder must necessarily submit the names of seven (7) key people from the team assigned to this Standing Offer, with the expected years of relevant experience¹, who are employed by its company.

For this, the bidder must identify a different person for each of the key roles defined below:

- A Project Director with at least ten (10) years of relevant experience over the course of the past fifteen (15) years;
- Two (2) Project Leads (intermediate professionals) with at least seven (7) years of relevant experience over the course of the past ten (10) years;
- Two (2) Intermediate Technicians with at least five (5) years of relevant experience over the course of the past eight (8) years;
- Two (2) Junior Professionals with at least (2) years of relevant experience.

Among its project personnel, the bidder must include at least one (1) professional on the list of experts of the Centre d'expertise en analyse environnementale du Québec (CEAEQ). That person may or may not be one of the seven (7) people listed above.

The special requirements with regard to the expectations for the subsequent evaluation of this point-rated criterion are described in greater detail in section 4.3.2.1.

¹ "Relevant experience" is understood as being in the services and additional services listed in Annex A.

4.3.1.2 Achievements of the Firm

For this Contract, the bidder must have completed at least ten (10) recent projects (i.e. in the past five (5) years), in Canada, pertaining to environmental site assessments related to the statement of work (Annex A).

The submitted projects must include at least:

- ✓ One Phase I Environmental Site Assessment (ESA);
- ✓ One Phase II Environmental Site Assessment (ESA);
- ✓ One Phase III Environmental Site Assessment (ESA);
- ✓ One environmental site follow-up study;
- ✓ One environmental remediation monitoring project;

The subjects of the other projects (minimum of five (5)) is left to the choice of the bidder.

The requirements with regard to the expectations for the subsequent evaluation of this point-rated criterion are described in greater detail in section 4.3.2.2.

4.3.2 Point-rated Technical Criteria

Responsive offers (those that meet all mandatory requirements) will be examined, evaluated and scored by a PWGSC evaluation board.

At this stage, the financial offers will not have been opened yet; only the technical aspects of the offer will be evaluated based on the criteria set out in the following sections.

4.3.2.1 Point-rated Criterion 1: Experience and Qualifications of Key Resources on the Bidder's Team (20 points)

What we are looking for:

The Consultant must demonstrate that its company possesses resources with the necessary academic training, work experience and skills, aptitudes and expertise for all of the services required to deliver the types of projects described in the statement of work (Annex A).

In the description of the Offeror's team, the participation of the key personnel proposed for the submitted projects (section 4.3.2.2) and the teams of specialists who have shown to have previously worked together will be considered during the evaluation.

For information purposes, the nature of the main responsibilities expected of each of the key people on the bidder's team is provided in the table attached to Annex E. The list of responsibilities contained in that table is neither exhaustive nor exclusive.

What the Offeror should provide:

Suggested length of this section: 14 pages.

Describe the experience and competencies of the people for each of the categories of key people as listed in section 4.3.1.1.

Clearly indicate:

- ✓ Academic and professional training;
- ✓ Years of experience in the provision of the required services;
- ✓ Years associated with the firm;
- ✓ Main duties at the firm;
- ✓ List of projects acting as a key resource in relation to the statement of work (Annex A), including at least the date of beginning/end and budget of the project;
- ✓ Work experience with federal requirements (number of projects completed);
- ✓ Professional accreditation, if applicable.

4.3.2.2 Point-rated Criterion 2: Experience and Achievements of the Bidder's Team during Past Projects (20 points)

What we are looking for:

The Consultant must show that, over the course of the last five (5) years, the Consultant or its key personnel has successfully fulfilled and completed at least ten (10) environmental site assessment projects in Canada in relation to the statement of work (Annex A). The Consultant must demonstrate that it has carried out projects of a diverse nature that are comparable and relevant to the statement of work. The completeness of the requested information, as well as the relevance, scope, complexity and achievement of project objectives will be evaluated in relation to the scope of the required services (Annex A).

The evaluation of the submitted past projects will consider the following points, among others:

- ✓ Complexity and scale of the project;
- ✓ Project involving multiple media² and/or contaminants;
- ✓ Project involving multiple types of required services as described in Annex A paragraph A.1; and
- ✓ Delivery by the key personnel members proposed in this bid.

What the Offeror should provide:

Suggested length of this section: 12 pages.

² Throughout this document, the term "media" will be defined as follows: soil, waste matter, sediment, groundwater, surface water, wastewater, immiscible-phase products (floating or dense), air, etc.

Present brief descriptions of ten (10) projects (suggested 1 page / project) that meet the requirements of the mandatory criterion presented in section 4.3.1.2. Preferably, those ten (10) projects should include at least two (2) projects that were carried out in Quebec and five (5) projects carried out on behalf of departments or federal agencies, or in accordance with federal requirements. The expression “carried out on behalf of departments or federal agencies” means that the bidder was awarded a contract by a department or federal agency, in which it acted as the project’s primary consultant.

Information to be supplied for each project:

- ✓ Project title, client and nature (e.g. Phase II);
- ✓ Concise, detailed description of the project and objectives;
- ✓ Scope of services rendered that are relevant to the statement of work, the project objectives, the constraints and the documents to be produced as part of the project;
- ✓ Specific characteristics of the project;
- ✓ Summary of the project’s costs (initial budget and cost of completion of the project);
- ✓ Summary of the project timeline;
- ✓ Client references (names, addresses and telephone numbers of clients whose names are given as references regarding the execution of work);
- ✓ Names of key Consultant personnel responsible for project delivery.

Note: PWGSC reserves the right to check the references provided.

4.3.2.3 Point-rated Criterion 3: Procedure, Methodology and Approach for Management of the Services Proposed by the Bidder (20 points)

What we are looking for:

The Consultant will explain how it plans to perform the services, meet the project constraints, and apply service management procedures to ensure the continuity and consistency of production control and the effectiveness of communications, as well as the team structure and management method.

The Consultant must demonstrate that it understands the scope of the requested services (Annex A) and the manner in which they are to be delivered. It must also explain how its project team will be organized with regard to the approach and methodology used for the performance of the required services. Finally, it must define the procedures that it will implement to be able to deliver the required services as per the schedule and the agreed cost, and to guarantee their quality.

What the Offeror should provide:

Suggested length of this section: 5 pages.

Information to be supplied:

- ✓ Understanding of the scope of the required services;
- ✓ Description of the Offeror's organizational structure used to deliver the required services:
 - Confirmation of the creation of a full project team, including the names of the Consultant and the subcontractors and their role on the projects ensuing from the Standing Offer for all of the required services;
 - Organization chart with position titles and names (Consultant team); Composition of the team, responsibilities and reporting relationships, and identification of relevant subcontractors;
 - Description of the procedure applied by the Consultant to execute subsequent contracts and identification of relevant subcontractors;
- ✓ The methodologies and techniques used to provide the required services;
- ✓ Description of the Offeror's project management for the purpose of executing the call-ups against the Standing Offer:
 - Description of a service action plan describing implementation strategies for the main activities and the order in which those activities will be implemented;
 - Intended approach in responding to individual call-ups against the Standing Offer;
 - Project management approach to working with PWGSC (understanding of PWGSC management structure, client environment, Standing Offer process, working with the government in general);
 - Profile of key positions (responsibilities and special assignments);
 - Assignment of resources and availability of qualified back-up personnel;
 - Communication strategies;
- ✓ Response times: explanation of how requirements pertaining to response times will be met;
- ✓ Description of the means and methods selected for resolving conflicts among the various project stakeholders (interpersonal conflicts, etc.);
- ✓ Description of the means implemented to present "fair and reasonable" costs for call-ups for the Standing Offer; and
- ✓ Description of the firm's service quality assurance and control plan.

4.3.2.4 Point-rated Criterion 4: Quality and Clarity of the Offer (5 points)

For this point-rated criterion, see the requirements described in section 3.2 of this document.

4.3.2.5 Point-rated Criterion 5: Offer Format (3 points)

For this point-rated criterion, see the requirements described in section 3.3 of this document.

4.3.2.6 Point-rated Criterion 6: Incorporation of Sustainable Development into Service Delivery (2 points)

What we are looking for:

The Consultant must demonstrate the extent of its ability to incorporate sustainable development into the delivery of the contracts awarded to it.

What the Offeror should provide:

Suggested length of this section: one (1) page.

It must demonstrate that the company has implemented initiatives in at least five (5) of the following priority sectors:

- ✓ Sustainable development or environmental management policy;
- ✓ Paper recycling;
- ✓ Use of recycled paper;
- ✓ Waste reduction;
- ✓ Soil recovery;
- ✓ Water recovery (if floating phase);
- ✓ Waste removal;
- ✓ Use of recoverable materials instead of disposable materials;
- ✓ Reduction of pollution from employee transportation.

4.3.3 Evaluation and Rating of Technical Criteria

Offers that are responsive (i.e. which meet all the mandatory requirements set out in the Request for Standing Offer) will be reviewed, evaluated and rated by a PWGSC Evaluation Board. In the first instance, price envelopes will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish technical ratings.

It should be noted that PWGSC will not award additional points in the rating process for information deemed to exceed the information requested.

4.3.3.1 Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion with numbers from 0 to 10 using the generic evaluation table below:

	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
0 point	1 or 2 points	3 or 4 points	5 or 6 points	7 or 8 points	9 or 10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

4.3.3.2 Assignment of Scores for Point-rated Technical Criteria

a) Evaluation Score

The information provided by the Offerors will be evaluated by the Evaluation Board on a scale from 0 to 10 for each point-rated criterion.

b) Weighted Score

The evaluation score will be multiplied by a weighting factor to obtain a weighted score.

c) Final Score

The final technical score is obtained by adding the weighted scored of each rated requirement.

4.3.3.3 Technical Pass Mark

In order for their proposals to be given further consideration, the proponents must meet the following two requirements:

- ✓ A **minimum weighted score** of sixty (**60**) out of one hundred (100) points for the point-rated technical criteria 1, 2 and 3 (experience and qualification of resources, past experience and achievements, and methodology and approach for management of the services); and
- ✓ An **overall score** for the technical offer equal to or greater than **49 points** (out of a total of 70 points, or 70%).

If these two requirements are not met, the offer will be considered as non-responsive and no further consideration will be given.

4.4 Financial Evaluation

4.4.1 List of Unit Prices and Bid Form

Bidders must submit their offers in accordance with Annex B (separate sealed envelope), duly completed and signed by an authorized person of the Offeror.

The price of the offer will be evaluated in Canadian dollars, Applicable Tax excluded.

4.4.2 Reference

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price

4.4.3 Assignment of a Score for the Financial Offer

Only financial offers that are attached to technically responsive proposals will be evaluated. An average price for all the technically responsive offers will be calculated by adding all of the total amounts together for the purpose of evaluation (Annex B Table 3 on responsive proposals) and dividing that figure by the number of technically responsive offers. All price proposals that are at least twenty-five percent (25%) above or under the average price will be rejected and will receive no further consideration.

To be able to calculate the average price, there must be at least three (3) technically responsive offers. If Canada only receives one or two technically responsive offers, the average price will not be taken into consideration.

The remaining price proposals will be scored as follows:

To determine each financial offer's score, each bid will be evaluated proportionally to the grand total of the lowest financial offer submitted by the bidders, resulting in a maximum score of 30 points for the financial offer.

Below is an example of a calculation made to assign scores to the financial offers:

	Bidder #1	Bidder #2	Bidder #3	Bidder #4
Grand Total of the Financial Offer	\$10K	\$13K	\$25K	\$32K
Calculation	$(\$10K / \$10K) \times 30$	$(\$10K / \$13K) \times 30$	$(\$10K / \$25K) \times 30$	$(\$10K / \$32K) \times 30$
Financial Offer Score (rounded to the first decimal place)	30	23.1	12	9.4

4.5 Basis of Selection

4.5.1 Minimum Point Rating

1. To be declared responsive, an offer must:
 - a. Comply with all the requirements of the Request for Standing Offer; and
 - b. Meet all mandatory technical evaluation criteria; and
 - c. Obtain the required minimum score of **60 / 100** (60%) in the point-rated technical criteria 1, 2 and 3; and

d. Obtain the required minimum score of **49 / 70** (70%) across all the point-rated technical criteria.

2. Offers not meeting a) or b) or c) or d) will be declared non-responsive.

4.5.2 Calculation of the Final Score of the Offer

For each Offeror, their offer score will be established by adding their technical offer score (0 to 70) to their financial offer score (0 to 30), calculated as follows:

	Weighting Factor (A)	Rating (B)	Weighted Rating (C = A x B)	Pass Mark	Final Score
Point-rated Technical					
1. Experience and Qualification of Resources	2.0	0 to 10	0 to 20	12/20	
2. Past Experience and Achievements	2.0	0 to 10	0 to 20	12/20	
3. Procedure, Methodology and Approach for Management of Services	2.0	0 to 10	0 to 20	12/20	
4. Quality and Clarity of the Offer	0.5	0 to 10	0 to 5	N/A	
5. Offer Format	0.3	0 to 10	0 to 3	N/A	
6. Incorporation of Sustainable Development	0.2	0 to 10	0 to 2	N/A	
Overall Score for the Technical Offer	7.0	-	0 to 70	49/70	/70
Financial Offer					
Financial Offer Score	N/A				/30
FINAL SCORE OF THE OFFER					/100

N/A: Not applicable

4.5.3 Selection of Offers

The eight (08) Offerors with the highest total score for the offer will be recommended for the award of a Standing Offer. PWGSC intends to authorize **no more than eight (08)** Standing Offers, and the Consultants must be disposed to deliver their services throughout the province of Quebec.

After the evaluation of the technical offer and the financial offer, call-ups (allocation of the Standing Offer's total budget) will be assigned as per the following ideal distribution:

20% of the work entrusted to the top-rated Consultant;
17% to the second-rated Consultant;
15% to the third-rated;
13% to the fourth-rated;
11% to the fifth-rated;
9% to the sixth-rated;
8% to the seventh-rated;
7% to the eighth-rated.

In the event fewer than eight (8) Consultants are successful, the undistributed % of business will be redistributed amongst the Offerors being recommended using the following formula:

$$\text{Revised distributions \%} = \frac{\text{pre-established \%}}{100 \text{ less the non-distributed \%}} \times 100$$

In the event that a firm should withdraw or that Canada should terminate a Standing Offer while still active, for any reason whatsoever, the remaining amount of the financial limitation on that firm's Standing Offer will also be divided proportionally and added to the financial limitations of the other firms qualified for that Standing Offer.

Standing Offers are valid for a period of two (2) years from their time of issuance, with three (3) options to extend, each valid for an additional year.

The total dollar value of all of the Standing Offers is estimated at \$7.5 million Canadian (Applicable Taxes included) for the duration of each Standing Offer.

Individual call-ups will vary, up to a maximum of \$400,000.00 each (Applicable Taxes included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called up; PWGSC will issue call-ups only when the specific services to be provided under the Standing Offer are needed.

4.5.3.1 Selection of Offers for Set-aside

Two (2) separate Standing Offers will be issued for areas covered by a CLCA (Inuits and Cree):

One Inuits firm – for a need estimated at \$350K for the first two years;

One Cree firm – for a need estimated at \$350K for the first two years;

Offerors that want to be qualified for set-asides must clearly indicate this fact in their documentation (on the envelope and first page of the bid) and must submit separate technical and financial offers.

The evaluation process will be based on the same criteria as for the non-set-aside contract, with separate ratings for each set-aside.

For each of the set-asides, the Offeror must meet the requirements as an Aboriginal firm (Annex C). The one that receives the highest score for its offer will be recommended for a Standing Offer

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. 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.

5.1 Certifications Required with the Offer

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

5.1.1 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.

5.1.2 Set-aside for Aboriginal Business

If an offeror wants his or her bid to be considered as a Set-aside for Aboriginal Business pursuant to the federal government's Procurement Strategy for Aboriginal Business (PSAB), he or she must fill out and sign the document entitled "Owner/Employee Certification - Set-aside for Aboriginal Business" attached as **annex «C» - Aboriginal Business Certification**.

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<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.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](#) website (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](#)" 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.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Former Public Servant (FPS) - Certification

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, proponents must provide the information required below (Annex «D» - Certification) 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 proposals is completed, Canada will inform the Proponent 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 proposal non-responsive.

5.2.3.2 Status and Availability of Resources

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

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

5.2.3.3 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

6.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A" – Description of Services.

6.2 Security Requirements

N/A

6.3 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.

6.3.1 General Conditions

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

6.4 Term of Standing Offer

6.4.1 Period of the Standing Offer

The period for making call-ups and providing services against the Standing Offer is of two (2) years commencing from the start date identified on the Standing Offer.

6.4.2 Extension of Standing Offer

1. Option to extend the standing offer

The Consultant grants to Canada the irrevocable option to extend the term of the standing offer for up to three (3) additional periods of one (1) year under the same conditions. The Consultant agrees that, during the extended period of the Standing Offer, he will be paid in accordance with applicable provisions of the Price Proposal.

Canada may exercise this option at any time by sending a written notice to the Consultant at least thirty (30) calendar days prior to the expiration date of standing offer. The option may only be exercised by the Contracting Authority and will be evidenced for administrative purposes only, by an amendment to the standing offer.

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Camille Ghali
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting Directorate

Address: Place Bonaventure, South-East Portal, Suite 7300
800, de La Gauchetière Street West
Montreal, Quebec H5A 1L6

Telephone: 514-496-3871
Facsimile: 514-496-3822
E-mail address: camille.ghali@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.

6.5.2 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.

6.5.3 Offeror's Representative

Name: _____
Title: _____
Firm: _____

Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: **Public Works and Government Services Canada (PWGSC), Quebec Region**

6.8 Call-up Procedures

1. Services will be called-up as follows:

The Departmental Representative will establish the scope of services to be performed. For each individual Call-Up, consultants will be considered using a computerized distribution system. This system will track all call-ups assigned to each consultant and will maintain a running total of the dollar value of business distributed. The system will contain for each consultant an ideal business distribution percentage which has been established as follows;

The allocation of call-ups will be done according to the following ideal distribution:

- 20% of the work entrusted to the top-rated Consultant;
- 17% to the second-rated Consultant;
- 15% to the third-rated;
- 13% to the fourth-rated;
- 11% to the fifth-rated;
- 9% to the sixth-rated;
- 8% to the seventh-rated;
- 7% to the eighth-rated.

The Consultant who is furthest under their respective ideal business distribution percentage in relation to the other consultants will be selected for the next call-up.

Nevertheless, if one firm is better placed to carry out the work (superior knowledge of the site or project) but is not the next in the rotation, Canada may still issue a call-up to it, so long as the overall proportions of work are respected.

The consultant must be willing to offer their services across the Province of Quebec.

For each call-up:

- a) The Consultant will be provided the scope of services and will submit a proposal to the Departmental Representative in accordance with the fixed hourly rates established under the Standing Offer. The Consultant's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, if applicable. If the Consultant is unable to provide the services of an individual named in its proposal (submitted in response to the Request for Standing Offer), the Consultant may propose a substitute with at least the same qualifications and experience in the estimation of Canada. The Consultant must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement for Canada's approval in its sole discretion. If the Consultant is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.
 - b) For services from a Specialist Consultant that is not named or for which discipline is not identified in the Standing Offer, the Consultant's proposal shall include the category and name of personnel as well as their hourly rate(s) with the number of hours estimated/required by the Specialist Consultant to perform these services. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established.
 - c) For the preparation of bilingual documents, the Consultant shall estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.
 - d) A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
 - e) Unless stated otherwise by the Department's Representative, the Consultant must, within a delay of two(2) working days, following a written receipt of the scope of services from the Department's Representative, confirm in writing of his interest to perform the services.
2. The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.

- a) Unless stated otherwise by the Department's Representative, the Consultant must submit its financial proposal with a maximum of ten (10) working days, following a written receipt of the scope of services from the Department's Representative.
 - b) Upon failure to respect the above mentioned delays, Canada may assign the call-up to another Consultant in accordance with the set out order of distribution of the Standing Offer. Failure to respect the delays or an absence of a response will be considered as the Consultant's refusal to perform the services.
3. Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized by an amendment issued by the Contracting Authority.

Canada reserves the right to withdraw the Standing Offer, including all extension periods from the Consultant as a result for 3 refusals to provide such services from its start date.

6.9 Call-up Instrument

The Consultant will be authorized in writing by the Contracting Authority to proceed with the services by issuance of a Call-up against the Standing Offer.

Any proposed changes to the scope of work are to be discussed with the Departmental Representative but any resulting changes can only be authorized in writing by an amendment issued by the Standing Offer Authority.

6.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 400,000.00 (Applicable Taxes included).

6.11 Priority of Documents

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

- a) the 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); General Conditions – Higher Complexity - Services
- e) Annex «A», Description of Services;
- f) Annex «B», Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: “as clarified on _____” or “as amended on _____” and insert date(s) of clarification(s) or amendment(s) if applicable*).

6.12 Certifications and Additional Information

6.12.1 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.

6.12.2 Federal Contractors Program for Employment Equity - Setting aside

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

7.12.3 SACC Manual Clauses

M3020C (2016-01-28) Status and Availability of Resources

6.13 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.

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.

6.1 Statement of Work

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

6.2 Standard Clauses and Conditions

6.2.1 General Conditions

2010B (2016-04-04) General Conditions - Professional Services (medium complexity, apply to and form part of the Contract.

6.3 Term of Contract

6.3.1 Period of the Contract

The work is to be performed in accordance with the call-up against the Standing Offer.

6.4 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.

6.5 Payment

6.5.1 Terms of payment

6.5.1.1 Fees

1. Subject to the terms and conditions of the Standing Offer, and in consideration for the performance of the *Services*, Canada shall pay to the Consultant a sum of money calculated in accordance with the fee arrangements identified herein and in 7.5.2 Basis of payment.
2. The *Consultant's* fees are only payable when the *Consultant* has performed the *Services* as determined by the *Departmental Representative*. Payment in respect of a *Service*, or

part of a *Service*, is not to be deemed a waiver of *Canada's* rights of set-off at law or under this Standing Offer for costs or expenses arising from default or negligence of the *Consultant*.

3. The maximum amount payable under a Call-Up, including fees and disbursements, shall not be exceeded, without the prior written authorization of the Contracting Authority.

6.5.1.2 Payments to the Consultant

1. The *Consultant* shall be entitled to receive progress payments at monthly or other agreed intervals, subject to the limitations of the Call-up, if applicable. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of an acceptable invoice.
2. An acceptable invoice shall be an invoice delivered to the *Departmental Representative* in the agreed format with sufficient detail and information to permit verification. The invoice shall also identify, as separate items:
 - (a) the amount of the progress payment being claimed for *Services* satisfactorily performed,
 - (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
 - (c) the total amount which shall be the sum of the amounts referred to in 7.5.1.2.2(a) and 7.5.1.2.2(b).
3. The amount of the tax shown on the invoice shall be paid by *Canada* to the *Consultant* in addition to the amount of the progress payment for *Services* satisfactorily performed.

6.5.1.3 No Payment for Errors and Omissions

The *Consultant* shall not be entitled to payment in respect of costs incurred by the *Consultant* in remedying errors and omissions in the *Services* that are attributable to the *Consultant*, the *Consultant's* employees, or persons for whom the *Consultant* had assumed responsibility in performing the *Services*.

6.5.1.4 Payment for Changes and Revisions

1. Payment for any additional or reduced *Services* authorized by the Departmental Representative, prior to their performance, and for which a basis of payment has not been established at the time of execution of the Call-up, shall be in an amount or amounts to be determined by the Departmental Representative, acting reasonably, subject to these Terms of Payment.

2. Payment for additional *Services* not identified at the time of execution of the Call-up shall be made only to the extent that
- (a) the additional *Services* are *Services* that are not included in stated *Services* in the Call-Up; and
 - (b) The additional *Services* are required for reasons beyond the control of the Consultant.

6.5.1.5 Disbursements

1. The following disbursements reasonably incurred by the Consultant that are related to the *Services* and approved by the Departmental Representative, shall be reimbursed to the Consultant at actual cost:

(a) reproduction and delivery costs of drawings, CADD files, specifications and other *Technical Documentation* specified in the Description of *Services* or Statement of Work;

(b) transportation costs for material samples and models, courier and delivery charges for deliverables specified in the Description of *Services*;

(c) Travel and Living Expenses: Firms are advised that any travel-related expenses associated with the delivery of services within a 50 km radius of the principal office of the firm or its branches and of the site under consideration will be calculated as an integral part of hourly rates. In the case of services provided outside this 50 km radius, travel expenses will be paid (with the prior approval of the Departmental Representative) in accordance with the National Joint Council (NJC) Travel Directive.

(<http://www.njc-cnm.gc.ca/directive/index.php?dlabel=travel-voyage&lang=eng&did=10&merge=2>).

(d) Additional services' disbursements as authorised by the Departmental Representative, including Sub-Consultants and Specialists, required in support of the requested services under a call-up and which cannot be covered under the fixed hourly rate established under the Standing Offer.

The cost for these services shall be administered as follows;

- i) Unless otherwise authorized by the Departmental Representative, the above mentioned disbursements shall be obtained through competitive bidding with a minimum of two (2) quotes. Copies of all quotes shall be submitted together with the Consultant proposal for the call-up; or
- ii) The disbursements shall be evaluated such that, in the event that competitive quotes are not obtained, the Consultant shall submit copies of invoices from other

projects to help demonstrate the quote to be a fair, reasonable and competitive price.

2. The following costs shall be included in the fees required to deliver the consultant services and shall not be reimbursed separately;
 - (a) Standard office expenses such as any photocopying, computer costs, Internet, long distance telephone and fax, including that between the Consultant's main office and branch offices or between the Consultant's offices and other team members' offices;
 - (b) Plotting;
 - (c) Presentation material;
 - (d) Travel time for projects located within a radius of 50 km from the principal office of the firm or its branches and the site under study;
 - (e) Local project office.
3. Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Consultant's business. The amounts payable, shall not exceed the amount entered in the Call-up, without the prior authorization of the Departmental Representative.

6.5.1.6 Milestone Payments – Subject to Holdback

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90% of the amount claimed and approved by Canada if:
 - a. An invoice that Canada deems to be accurate and complete, and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. The total amount for all milestone payments paid by Canada does not exceed 90% of the total amount to be paid under the Contract;
 - c. All of the requested certifications have been signed by the Contractor:
 - i. All of the authorizations required by the Contract have been received. The claim is in line with progress made on the work and in compliance with the Contract;
 - ii. The indirect costs have been paid for or accrued in the accounts;

- iii. The direct materials and work under subcontract have been received, accepted and either paid for, or accrued in the accounts following receipt of invoices from vendors/subcontractors, and have been, or will be, used exclusively for the purpose of the Contract;
 - iv. All direct labour costs have been paid for or accrued in the accounts, and all such costs were incurred exclusively for the purpose of the Contract;
 - v. All other indirect costs have been paid for, or accrued in the accounts following receipt of applicable invoices or expense vouchers, and all such costs were incurred exclusively for the purpose of the Contract;
 - vi. There is no lien, claim or charge against the work, save for any that might arise by operation of law, namely a lien from an unpaid contractor to whom a progress payment and/or advance payment has been or will be paid by Canada;
- d. All of the requested certifications have been signed by the Departmental Representatives:
- i. A scientific authority or project / inspection manager must certify that the work meets the quality standards required under the Contract and that the progress is in accordance with the conditions of the Contract;
 - ii. The inspection manager (all other contracts) must certify that the quality of the work performed meets the standards required under the Contract;
- e. All work associated with the milestone and, as applicable, any required deliverables have been completed and accepted by Canada.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the work has been accepted by Canada and a final claim for the payment is submitted.

6.5.2 Basis of Payment

6.5.2.1 Fee Arrangement(s) for Services

1. The fee to be paid to the Consultant for the Services pursuant to any Call-up, shall be determined by one or more of the following methods:

(a) Fixed Fee:

The fixed fee will be established by multiplying the applicable hourly rate(s) by the number of hours, negotiated and agreed to by the Departmental Representative and the Consultant.

(b) Time Based Fee to an Upset Limit:

An upset limit will be established by the Departmental Representative, and the Consultant will be paid for actual work performed using the applicable hourly rate(s) for such work.

2. Travel Time:

Travel time during normal working hours, that is related to the Project and authorized by the Departmental Representative, shall be chargeable as time worked.

Travel time outside normal working hours, that is related to the Project and authorized by the Departmental Representative, shall be chargeable up to a maximum of three (3) hours per day, unless otherwise authorized.

(a) Normal Working Hours:

The normal working hours per day for principals, executives and Consultant's employees, shall be deemed to be seven and a half (7.5) hours of any day during which they are actually engaged in the performance of the Services.

3. Maximum Amount(s) Payable

The maximum amount(s) that applies (apply) to the Services to be carried out at the fixed hourly rates shall be as specified in the Call-up, which amount(s) shall not be exceeded without the prior authorization of the Departmental Representative with the approval of Canada.

6.5.2.2 Payments for Services

1. Payments in respect of the fixed fee shall be made upon satisfactory performance of the Services but such payments shall not exceed the amount(s) as specified in the Call-up, for each Service.
2. Payments in respect of the time based fee arrangement shall be made upon satisfactory performance of the Services but such payments shall not exceed the amount(s) as specified in the Call-up, for each Service.
3. Progress payments, in respect of all fee arrangements, shall be made in accordance with Terms of Payment 7.5.1.2, Payments to the Consultant, but such payments shall not exceed the value of the fee indicated for each Service under consideration.

6.5.3 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.5.4 SACC Manual Clauses

SACC Manual clause C0711C (2008-05-12) Time Verification

6.6. Invoicing Instructions

1. The Consultant must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.7. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

Annex « A »

STATEMENT OF WORK – DESCRIPTION OF SERVICES

This statement of work lists the different work to be carried out for the SO – Environmental Investigations. It identifies the deliverables and the technical and administrative tasks to be performed. The chosen Offerors will provide services to support PWGSC Environmental Services Quebec Region.

A.1 REQUIRED SERVICES

Except where otherwise indicated, call-ups arising from the Standing Offer will relate to one or more of the following services:

SERVICES:

- (a) Conduct of a Phase I environmental site assessment as per standard CSA-768-F01 (C2016) or any other requirement set out in the call-up;
- (b) Conduct of Phase II and/or III environmental site assessment(s);
- (c) Production and/or implementation of a detailed environmental characterization program or a detailed environmental monitoring protocol (short-term or long-term) for all types of media³;
- (d) Environmental remediation monitoring;

ADDITIONAL SERVICES:

- (e) Detailed analysis, compilation and summary of earlier environmental assessments and various other documents;
- (f) Production of technical specifications and plans of environmental remediation work or other types of environmental work, and technical support to PWGSC during the bid solicitation period;
- (g) Drafting and/or implementation of a health and safety program in relation to the required services;
- (h) Development and/or implementation of a quality assurance / quality control program;
- (i) Sampling of all types of media;
- (j) Realisation of chemical analyses on the different media. Those analyses must be carried out by an accredited laboratory according to the methodologies required by the different reference guides stipulated by federal and/or provincial legislation, and the interpretation of the analytical results are to be based on the requirements set out in the call-up. The

³ Throughout this document, the term “media” will be defined as follows: soil, waste matter, sediment, groundwater, surface water, wastewater, immiscible-phase products (floating or dense), air, etc.

-
- detection thresholds for the chemical analyses must be less than or equal to the strictest federal and provincial requirements;
- (k) Estimation of the quantities of contaminated media and/or associated management methods;
 - (l) Production of detailed recommendations;
 - (m) Development of different remediation or risk management scenarios including their estimated budgets;
 - (n) Production of a contamination management plan including its estimated budget;
 - (o) Monitoring of excavation and related work;
 - (p) Provide an expertise in general hydrogeology or contaminant hydrogeology;
 - (q) Conduct of hydrogeological studies in the presence or absence of contaminants (conceptual runoff and/or digital model);
 - (r) Provision of second opinions on existing environmental assessments;
 - (s) Production of an estimation of environmental liabilities;
 - (t) Preparation and leadership of a launch meeting and production of its minutes;
 - (u) Production of a full report on the work carried out;
 - (v) The Offeror must be able to complete the federal government's various tools, i.e.:
 - i. Canadian Council of Ministers of the Environment (CCME) National Classification System for Contaminated Sites (NCSCS) (Excel spreadsheet: http://www.ccme.ca/en/resources/contaminated_site_management/management.html);
 - ii. Federal Contaminated Site Action Plan (FCSAP) Aquatic Sites Classification System (ASCS);
 - iii. Site Closure Tool (SCT) for contaminated federal sites;
 - iv. Sediment Costing Tool;
 - v. Guidance and Orientation for the Selection of Technologies (GOST) tool (<http://gost.irb-bri.cnrc-nrc.gc.ca>); and
 - vi. Sustainable Development Analysis Tool (SDAT: <http://oadd.tpsgc.gc.ca>);
 - (w) Participation in meetings/discussions with regulatory authorities and answering questions from regulatory authorities, such as Health Canada (HC), Environment and Climate Change Canada (ECCC), Fisheries and Oceans Canada (DFO) and Quebec Department of Sustainable Development, the Environment and the Fight Against Climate Change (MDDELCC), or during public information meetings or other meetings;
 - (x) Conduct of other environmental assessments and drafting of technical reports/documents, technical PowerPoint presentations and any other ancillary work;
 - (y) Conduct of an environmental compliance audit as per standard CSA Z773-F17 or any other requirement set out in the call-up; and
 - (z) Preparation of training documents and/or updates to technical documents in relation to the federal tools, and presentation to users.

A.2 WORK SITE

The federal departments and agencies own a number of types of sites used for the various activities for which they are responsible. All of the federal facilities in the Quebec Region could be the subject of work. Some of these sites are located along shores or coasts including wharf structures, day beacons, forward and backward lights (alignment), wharf lights, radar / telecommunication sites, storage sites, light stations, MCTS (marine communications and traffic) stations, hydrometric stations, wildlife refuges and other facilities, while others are land-based such as buildings in urban areas, warehouses, airports, weather stations, vacant lots, access roads, correctional facilities, maintenance shops, military bases, and so on.

A.3 RIGHTS, NOTICES AND PERMITS

The Offeror must send out all notices and assume all the expenses related to rights of use, permits and anything else that might be required by the federal, provincial or municipal authorities for the location where the work will be performed.

A.4 WORK SCHEDULE

- (a) Once each call-up is awarded, the Offeror must:
 - Provide and transmit a detailed work schedule to the Departmental Representative;
 - Monitor and report on the progress of the work to the Departmental Representative; and
 - Notify the Departmental Representative of any known or anticipated delays which may affect the completion date of the project, and keep accurate records of the causes of delays;
 - Conduct interim reviews of work progress based on the work schedule as required by the Departmental Representative. The schedule will be updated each week by the Offeror with the cooperation and approval of the Departmental Representative;
- (b) The Departmental Representative shall evaluate all requests from the Offeror for time extensions and shall issue directions to the latter.

A.5 DELIVERABLES

The content and form of documents to be delivered shall be defined in detail for each individual call-up.

The deliverables must contain all of the information requested in the call-up. They must be of a quality on a par with the standards customarily required for the drafting of study reports, in terms of clarity, appearance of layout, quality of language, and document structure.

As a general rule, the Offeror must:

- Provide reports in French;
- At the request of PWGSC, provide reports in English; and
- Affix its signature to each environmental report;
- At the request of the Departmental Representative, produce a report in a certifiable format approved by an expert accredited by the Quebec Department of Sustainable Development, the Environment and the Fight Against Climate Change;
- Provide drawings made by computer-aided design (CAD) in international units;
- Place the hard copies and electronic versions (PDF and native versions) on a medium approved by the PWGSC representative;
- Have all the native files types approved by the Departmental Representative.

A.6 HEALTH AND SAFETY

A health and safety plan customized for the call-up's site and activities must be developed by the Offeror, for orders where field work is required. The Offeror will be responsible for implementing the plan during performance of the work. The health and safety plan must be approved by the PWGSC representative prior to the start of the field work. Special health and safety requirements may apply in the case of work involving the risk of drowning and/or diving work.

To protect users and workers of the adjacent properties, safety measures such as signs, tape and fences must be used to delineate the area undergoing work. The Offeror will be responsible for any signage required during field work.

By accepting this Standing Offer, you agree to take charge of all responsibilities normally incumbent upon the principal contractor under the *Act respecting occupational health and safety*, as well as to supervise the work site. Before beginning the work, you must, in particular:

- Provide the technical authority with a work safety plan (health and safety plan) specific to the study site, regardless of the number of workers assigned to the site. This plan must include a list of activities to be carried out for the call-up, the risks and prevention measures that will be taken on and in the vicinity of the work sites, which you undertake to implement in response to those risks, in accordance with the applicable regulations, and a mechanical inspection certificate for the machinery used at that site. Those measures must be such as to preserve the health and protect the safety of the general public and your personnel. The health and safety plan must also include an emergency plan;
- Ensure that your workers have received the training and information they need to carry out the work safely, and that the required protective equipment and tools are

available, meet standards, and are in compliance with legislation and regulations;

- Ensure that all necessary protection tools and equipment are available, are in compliance with the standards, acts and regulations, are inspected, and are used properly. You must also be able to provide proof of certification and inspection of such equipment on request;
- Comply at all times with the provisions of the *Act respecting occupational health and safety*, the *Safety Code for the construction industry*, the *Regulation respecting occupational health and safety*, 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;
- Inform your workers that they have the right to refuse any work that endangers their health or safety;
- Delineate and block off the work area and control access to the site;
- Should an unexpected incident occur, take all necessary measures, including work stoppage, to protect the health and safety of workers and the public (and immediately contact the technical authority).

A.7 MATERIALS AND EQUIPMENT

The Offeror must provide all materials and equipment needed to carry out the work and will be responsible for ensuring that the equipment is in good working order.

A.8 USE OF SITE

Unless directed otherwise by the PWGSC representative, the buildings on the site are reserved for the exclusive use of the client department and any tenants. The Offeror will be responsible for any damage caused to the facilities by any person within its jurisdiction.

Use of the site will be restricted to the sectors designated for performance of the work.

All the work must be carried out such as to disrupt the personnel and the general public as little as possible and such as not to hamper the activities carried out on-site.

The Offeror must comply with the requirements of the Departmental Safety Representatives as concerns safety in restricted areas.

The Offeror must assume all risks of loss, damage or injury that it, its employees and its subcontractors may run as a result of execution of the work.

The Offeror must maintain site in tidy condition, free from accumulation of waste materials and

debris.

A.9 SITE ACCESSIBILITY

The sites are accessible by road, boat or helicopter. The Offeror must have its own transportation, without support from PWGSC, and pay all travel costs. The choice of means of transporter is at the Offeror's discretion, but must be approved by the PWGSC representative.

A.10 REFERENCE DOCUMENTS

The Offeror must carry out its work in accordance with the following types of documents, developed by the following entities (a non-exhaustive list):

Document types:

Requirement	Handbook	Decision-making framework	Method	Evaluation framework
Legislation	Regulation	Evaluation manual	Classification system	Code
Guidance document	Principles and guidelines	Reference document	Standard	Notice
Procedure	Instruction	Storage type	Recommendation	Spreadsheet
Policy	Criteria	Framework	Tool	

Entities:

- Centre d'expertise en analyse environnementale du Québec (CEAEQ) [Center of expertise in environmental analysis];
- Environment and Climate Change Canada (ECCC);
- Health Canada (HC);
- Fisheries and Oceans Canada (DFO);
- Public Works and Government Services Canada (PWGSC);
- Ontario Ministry of the Environment (MOE);
- Canadian Council of Ministers of the Environment (CCME);
- Quebec Department of Sustainable Development, the Environment and the Fight Against Climate Change (MDDELCC);
- Department of Health and Social Services (MSSS);
- US Environmental Protection Agency (US EPA);
- National Research Council Canada (NRC);

- Federal Contaminated Site Action Plan (FCSAP);
- St. Laurent Center;
- Other federal, provincial and municipal entities.

A.11 COORDINATION WITH PWGSC

PWGSC will administer the project and exercise continuing control over the Offeror's work during all phases of the project.

Unless directed otherwise by the PWGSC representative, the Offeror must fulfil all Federal requirements and obtain all the approvals necessary for the work.

A.11.1 Lines of Communication

The Offeror must correspond only with the PWGSC representative, at the frequency and in the manner dictated by that representative. It shall not communicate with client departments unless so authorized in writing by the PWGSC representative.

A.11.2 Media

The Offeror shall not respond to requests for project-related information or questions from the media. Such enquiries are to be directed to the PWGSC representative.

A.11.3 Meetings

As and if required, the PWGSC representative may arrange mandatory meetings during individual call-ups, for all members of the project team including representatives from:

- Client department;
- PWGSC;
- Offeror.

The Offeror must:

- Attend meetings;
- Record questions and decisions;
- Prepare and distribute minutes within 48 hours of each meeting.

A.11.4 Response Time

The Offeror must answer the questions raised by the PWGSC representative within one (1) business day of the request, from the date of award of the call-up until delivery of the final documents or files.

A.12 WAIT TIME

If, during the implementation of a call-up, a trip is temporarily interrupted (due to weather conditions, for example), the additional expenses may be reimbursed (subject to the approval of the PWGSC representative), but professional fees will not. The Offeror's employees must be able to use the free time to carry out contract-related work (compiling data, writing reports, etc.).

A.13 SUSTAINABLE DEVELOPMENT

The Offeror must incorporate sustainable development measures during the performance of call-ups awarded to it. The priority issues to be addressed are:

- ◆ Paper recycling;
- ◆ Use of recycled paper;
- ◆ Waste reduction;
- ◆ Soil recovery;
- ◆ Water recovery (if floating phase);
- ◆ Waste removal;
- ◆ Use of recoverable materials instead of disposable materials;
- ◆ Sustainable development or environmental management policy;
- ◆ Reduction of pollution from employee transportation.

A.14 CONFIDENTIALITY OF INFORMATION

All information received under the call-ups stemming from this SO will remain the property of PWGSC and the client department. It may not be used for other purposes or disseminated without prior authorization. This provision applies to all forms of documents, including electronic versions.

Annex « B »

BASIS OF PAYMENT

INSTRUCTIONS – BASIS OF PAYMENT

1. Complete the financial offer form and submit it in a separate, sealed envelope, writing the name of the Offeror, the subject of the Request for Standing Offer, the PWGSC invitation number and the words “Formulaire de l’offre financière” [Financial offer form].
2. The price proposals are not to include Applicable Taxes. They will be assessed in Canadian dollars.
3. The Offeror is prohibited from modifying the financial offer form or adding any information not requested.
4. To ensure that fair, competitive rates are received for each of the listed line items, the Offeror **MUST** provide an hourly rate or a unit rate for each of the listed line items. These rates will apply to the current period and are not subject to change. For any call-ups, PWGSC reserves the right to determine the category or categories of personnel required to carry out the work.
5. The hourly rate provided for each category of personnel refers to the rate that will be paid for performance of the services, regardless of whether those services are provided by the selected firm, a subconsultant or a substitute subconsultant.
6. Travel and living expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services within a 50 km radius of the firm’s head office or branch offices and the study site, are to be calculated as an integral part of the hourly rates. For services delivered outside this 50 km radius, travel-related expenses will be paid (with prior approval of the PWGSC Representative) in accordance with current Treasury Board Policy (<http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>).
7. Other direct expenses: The supplier will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the work, including but not limited to, the rental of the equipment/machinery needed to collect samples or perform analyses that are not mentioned in the tables of analytical parameters below. These expenses will be paid at actual cost, with mark-up, upon submission of an itemized statement supported by receipt vouchers. The percentage of mark-up allowed by

Canada is 5%.

8. Any other direct expenses must have the prior authorization of the PWGSC Representative. All payments are subject to government audit.
9. For each of the call-ups against the Standing Offer, the Offeror undertakes to:
 - (a) Only make use of people with the skills appropriate to each task, as defined in the section entitled "Description of Required Services" (Annex A); rates to be calculated proportionally to the actual number of hours worked, in cases where the work performed using the hourly fee method demands less than one hour of time;
 - (b) Provide a complete list of the names of the people, including any subcontractors, assigned to a project resulting from a call-up;
 - (c) Calculate and submit, at the request of the Contracting Authority, cost estimates for call-ups against the Standing Offer, and this, in accordance with the hourly rates and unit costs (Applicable Taxes not included) indicated below.
10. How to complete the financial offer form:

Fees

Provide the hourly rate (column A) for each personnel category for the first two years (Table 1-1) and the three option years (Table 1-2). The hourly rates will then be multiplied by the weighting factor listed in column B (weighting factor provided for evaluation purposes only). The results of these multiplications will be weighted hourly rates that must be entered in column C. The weighted hourly rates for each personnel category must be added together and the total entered on the last row of Tables 1.1 and 1.2. These are the totals that will be used in the financial evaluation.

Analytical laboratory

Provide the unit cost for each of the analytical parameters for the first two years (Table 2.1) and the three option years (Table 2.2). Then add these together and enter the total on the last row of Tables 2.1 and 2.2. These are the totals that will be used for analysis during the financial evaluation.

Please note that these are unit costs that are to be provided. Any discounts granted by the laboratories for a group of samples (economies of scale) will not be considered when evaluating the financial offer. The prices indicated in Tables 2.1 and 2.2 must include sample containers and preservatives, as well as laboratory charges, quality control charges, the issuance of certificates of analysis, and any other direct or indirect costs including labour, administration and profits.

The detection thresholds for the chemical analyses must be less than or equal to the strictest federal and provincial requirements.

Summary

Once you have completed all these tables, please fill in Table 3 containing the total amount of your financial proposal.

In the event that a mathematical error occurs in carrying over the totals, PWGSC will correct the totals to ensure fairness.

Financial Offer Form (to be completed by the Offeror)

Table 1.1: Hourly Rates for First Two Years

Category of Personnel	A Hourly Rates for First Two Years	B Weighting Factor	C Weighted Hourly Rate (A x B)
1. Project Director	\$	25	\$
2. Project Lead (Intermediate Professional)	\$	85	\$
3. Intermediate Technician	\$	45	\$
4. Junior Professional	\$	45	\$
5. Draftsperson	\$	15	\$
6. Administrative Assistant or Personnel	\$	10	\$
7. WEIGHTED TOTAL (Addition of lines 1 to 6, column C)			\$

Table 1.2: Hourly Rate for Option Years (up to 3 years)

Category of Personnel	A Hourly Rate for Option Years	B Weighting Factor	C Weighted Hourly Rate (A x B)
1. Project Director	\$	25	\$
2. Project Lead – Intermediate	\$	85	\$
3. Field Technician – Intermediate	\$	45	\$
4. Project Personnel – Junior	\$	45	\$
5. Draftsperson	\$	15	\$
6. Administrative Assistant or Personnel	\$	10	\$
7. WEIGHTED TOTAL (Addition of lines 1 to 6, column C)			\$

Table 2.1: Laboratory Analyses – Unit Costs for First Two Years

Parameters	Unit Costs for First Two Years (in \$)		
	A – Soils	B – Sediment	C – Ground / Surface Water
1. Metals (1 to 4 elements without Hg)	\$	\$	\$
2. Metals (5 to 10 elements without Hg)	\$	\$	\$
3. Metals (11 to 20 elements without Hg)	\$	\$	\$
4. Mercury (Hg)	\$	\$	\$
5. Petroleum Hydrocarbons (C10-C50)	\$	\$	\$
6. HCP Fractionation (CCME) (F1 to F4 soil/sediment and F1 to F2 water)	\$	\$	\$
7. Polycyclic Aromatic Hydrocarbons (PAH)	\$	\$	\$
8. Volatile Organic Compounds (VOC)	\$	\$	\$
9. MAH	\$	\$	\$
10. BTEX	\$	\$	\$
11. PCB (congeners)	\$	\$	\$
12. SUB-TOTAL (Addition of lines 1 to 11)	\$	\$	\$
13. Weighting Factor	3	3	2
14. WEIGHTED TOTAL (Line 12 multiplied by line 13)	\$	\$	\$
15. WEIGHTED GRAND TOTAL Addition of columns A + B + C (line 14)	\$		

Table 2.2: Laboratory Analyses – Unit Costs for Option Years (up to 3 years)

Parameters	Unit Costs for Three Option Years (in \$)		
	A – Soils	B – Sediment	C – Ground / Surface Water
1. Metals (1 to 4 elements without Hg)	\$	\$	\$
2. Metals (5 to 10 elements without Hg)	\$	\$	\$
3. Metals (11 to 20 elements without Hg)	\$	\$	\$
4. Mercury (Hg)	\$	\$	\$
5. Petroleum Hydrocarbons (C10-C50)	\$	\$	\$

6. HCP Fractionation (CCME) (F1 to F4 soil/sediment and F1 to F2 water)	\$	\$	\$
7. Polycyclic Aromatic Hydrocarbons (PAH)	\$	\$	\$
8. Volatile Organic Compounds (VOC)	\$	\$	\$
9. MAH	\$	\$	\$
10. BTEX	\$	\$	\$
11. PCB (congeners)	\$	\$	\$
12. SUB-TOTAL (Addition of lines 1 to 11)	\$	\$	\$
13. Weighting Factor	3	3	2
14. WEIGHTED TOTAL (Line 12 multiplied by line 13)	\$	\$	\$
15. WEIGHTED GRAND TOTAL Addition of columns A + B + C (line 14)	\$		

At the request of PWGSC, some analyses may be required urgently. The mark-up factors for urgent analyses will be as follows:

Mark-up – Urgency:	24-hr Turnaround	48-hr Turnaround
	50%	25%

Table 3: Total amount of the financial offer

1. WEIGHTED TOTAL, Hourly Rate for First Two Years (Table 1.1 line 7)	\$
2. WEIGHTED TOTAL, Hourly Rate for Option Years (Table 1.2 line 7)	\$
3. WEIGHTED GRAND TOTAL Laboratory Analyses for First Two Years, (Table 2.1 line 15)	\$
4. WEIGHTED GRAND TOTAL Laboratory Analyses for Option Years (up to 3 years) (Table 2.2 line 15)	\$
5. TOTAL BASIS OF PAYMENT for the financial offer (Addition of lines 1 to 4)	\$

END OF FINANCIAL OFFER FORM

Annexe « C »

SET-ASIDE UNDER THE PROCUREMENT STRATEGY FOR ABORIGINAL BUSINESS / CERTIFICATION

Here-after

Annex « D »

CERTIFICATIONS OF PART 5 OF THE REQUEST FOR STANDING OFFERS

1] FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Offeror certifies having no work force in Canada.
- ☐ A2. The Offeror certifies being a public sector employer.
- ☐ A3. The Offeror certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Offeror certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Offeror has a combined workforce in Canada of 100 or more employees; and
 - ☐ A5.1 The Offeror certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- () B1. The Offeror is not a Joint Venture.

OR

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

2] FORMER PUBLIC SERVANT (FPS) - CERTIFICATION

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, proponents 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 proposals is completed, Canada will inform the Proponent 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 proposal 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 Proponent a FPS in receipt of a pension?

YES ()

NO ()

If so, the Proponent 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, proponents agree that the successful Proponent'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 Proponent a FPS who received a lump sum payment pursuant to the terms of a Work Force Adjustment Directive?

YES ()

NO ()

If so, the Proponent must provide the following information:

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

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

Annexe « E »

EXPECTED RESPONSIBILITIES OF KEY PEOPLE OF THE PROJECT TEAM

Position Title	Nature of Expected Primary Responsibilities (This list of responsibilities is neither exhaustive nor exclusive)	Minimum Expected Academic Training
Project Director	<p>Assumes responsibilities for all administrative, financial and technical aspects of the project.</p> <p>This includes:</p> <ul style="list-style-type: none">✓ Being responsible for all decisions to be made as part of the project;✓ Tracking the project's progress against the budget plan;✓ Ensuring that schedules are met;✓ Representing the Consultant and having the necessary authority to manage the entire project, including matters regarding the assignment and supervision of Consultant personnel tasks;✓ Taking projects' unique features into account, performing quality control and resolving conflicts;✓ Representing the Consultant with regard to modifications, extensions and other negotiations related to the project.	Bachelor's Degree
Project Lead	<p>Assumes various responsibilities in support of the Project Director's management of the call-up.</p> <p>This includes:</p> <ul style="list-style-type: none">✓ Making administrative, financial, scientific or technical recommendations to the Project Director;✓ Performing all other related tasks required by the Project Director including, subject to approval by the client, the requirements stated elsewhere in this project by acting as Project Director for short periods as needed;✓ Acting as the primary point of contact for the client's everyday needs in relation to the project's execution;✓ Ensuring that the project runs smoothly down to the last detail;✓ Efficiently coordinating a team of qualified professionals, technicians and subcontractors until the project is completed;✓ Attending meetings including but not limited to management and/or technical meetings between the Consultant and the client.	Bachelor's Degree

Intermediate Technician	<p>The Technician is a professional proficient in one or more of the technical aspects related to the project. Under the supervision of the Project Lead, the Technician performs the various tasks he or she has been assigned to complete the project.</p> <p>This includes:</p> <ul style="list-style-type: none">✓ Assuming responsibilities related to planning, organizing, coordinating and supervising the field work;✓ Ensuring compliance with health and safety requirements in the field.	College Diploma
Junior Professional	<p>Under the supervision of the Project Lead, the Junior Professional is namely responsible for:</p> <ul style="list-style-type: none">✓ Assisting the Project Lead with certain office tasks (data compilation, preliminary interpretation, etc.);✓ Providing support to the Intermediate Technician on various technical tasks that may be assigned to him or her in the field.	N/A

Annex « F »

INTEGRITY PROVISIONS – LIST OF NAMES

(Text copied from the *Ineligibility and Suspension Policy* <http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html> dated 2016-04-04)

List of names: All bidders, regardless of their status under the Policy, must submit the following information when participating in a procurement process or real property transaction:

- bidders that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- bidders bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- bidders that are a partnership do not need to provide a list of names.

If the list of names has not been received in a procurement process or real property transaction by the time the evaluation of bids or offers is completed, or has not been received in a procurement process or real property transaction where no bid/offer will be submitted, the contracting authority will inform the bidder of a time within which to provide the information. Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the bidder otherwise disqualified for award of a contract or real property agreement.

ANNEX C
**SET-ASIDE UNDER THE PROCUREMENT STRATEGY FOR ABORIGINAL
BUSINESS / CERTIFICATION**

For the requirements subject to the Comprehensive Land Claims Agreements (CLCA) entitled the Convention of the James Bay and Northern Quebec Agreement (JBNQA) - CREE portion

This procurement initiative is reserved for beneficiaries of the following Comprehensive Land Claims Agreement (CLCA) titled the James Bay and Northern Quebec Agreement (JBNQA) as defined in chapter 28, clauses 28.10.3 and chapter 29, clauses 29.0.31 of this Agreement.

Further to Article 1802 of the Agreement on Internal Trade (AIT), the AIT does not apply to this procurement process.

This requirement is reserved for those individuals defined as "Cree", as defined in chapter 3 of the JBNQA (paragraphs 3.1.1, 3.2.1, 3.2.2 and 3.2.3). In respect to aboriginal Cree businesses, they must be located south of the 55th parallel or, for the Cree communities concerned, south of the 55.5th parallel, as described in chapter 5 of the JBNQA.

Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people" (see appendix C of the present document), understood here as «CREE people» and beneficiaries of the JBNQA.

For the requirements subject to the Comprehensive Land Claims Agreements (CLCA) entitled the Convention of the James Bay and Northern Quebec Agreement (JBNQA) - Inuit portion

This procurement initiative is reserved for beneficiaries of the following Comprehensive Land Claims Agreement (CLCA) titled the James Bay and Northern Quebec Agreement (JBNQA) as defined in chapter 28, clauses 28.10.3 and chapter 29, clauses 29.0.31 of this Agreement.

Further to Article 1802 of the Agreement on Internal Trade (AIT), the AIT does not apply to this procurement process.

This requirement is reserved for individuals defined as "Inuit", as defined in chapter 3 of the JBNQA (paragraphs 3.1.2, 3.2.4, 3.2.5 and 3.2.6). In respect to aboriginal Inuit business, they must be located to the north of the 55th parallel, as described in chapter 6 of the JBNQA.

Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people" (see appendix C of the present document), understood here as «Inuits people» and beneficiaries of the JBNQA.

Certifications Required with the Bid

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

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in [Annex 9.4](#) of the *Supply Manual*.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

Set-aside for Aboriginal Business

1. This procurement is set aside for Inuit Aboriginal business under the federal government Procurement Strategy for Aboriginal Business, For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. () The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - i. () The Aboriginal business has fewer than six full-time employees.
OR
 - ii. () The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

NOTE - In the context of this request for proposal, "Aboriginal" is understood as following: CREE As defined in the James Bay and Northern Quebec Agreement and Complementary Agreements, paragraphs 3.1.1, 3.2.1, 3.2.2 and 3.2.3 of chapter 3 of the agreement.

Or whenever applicable

NOTE - In the context of this Standing Offer, “Aboriginal” is understood as following: INUIT As defined in the James Bay and Northern Quebec Agreement and Complementary Agreements, paragraphs 3.1.2, 3.2.4, 3.2.5 and 3.2.6 of chapter 3 of the agreement.

Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (*insert "an owner" and/or "a full-time employee"*) of _____ (*insert name of business*), and an Aboriginal person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

The term «Aboriginal» in the context of this tender call is interpreted as «CREE»

Or whenever applicable

The term «Aboriginal» in the context of this tender call is interpreted as «Inuit»

Requirements for the Set-aside Program for Aboriginal Business

(Supply manual: Annex 9.4)

Who is eligible?

- a. An Aboriginal business, which can be:
 - i. a band as defined by the Indian Act
 - ii. a sole proprietorship
 - iii. a limited company
 - iv. a co-operative
 - v. a partnership
 - vi. a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,
OR

- b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirty-three percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The supplier must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.

- 2. Are there any other requirements attached to suppliers in the Set-Aside Program for Aboriginal Business?

Yes

- a. In respect of a contract, (goods, service or construction), on which a supplier is making a proposal which involves subcontracting, the supplier must certify in its bid that at least thirty-three percent of the value of the work performed under the contract will be performed by an Aboriginal business. Value of the work performed is considered to be the total value of the contract less any materials directly purchased by the contractor for the performance of the contract. Therefore, the supplier must notify and, where applicable, bind the subcontractor in writing with respect to the requirements that the Aboriginal Set-Aside Program (the Program) may impose on the subcontractor or subcontractors.
- b. The supplier's contract with a subcontractor must also, where applicable, include a provision in which the subcontractor agrees to provide the supplier with information, substantiating its compliance with the Program, and authorize the supplier to have an audit performed by Canada to examine the subcontractor's records to verify the information provided. Failure by the supplier to exact or enforce such a provision will be deemed to be a breach of contract and subject to the civil consequences referred to in this document.
- c. As part of its bid, the supplier must complete the Certification of Requirements for the Set-Aside Program for Aboriginal Business(certification) stating that it:
 - i. meets the requirements for the Program and will continue to do so throughout the duration of the contract;
 - ii. will, upon request, provide evidence that it meets the eligibility criteria;
 - iii. is willing to be audited regarding the certification; and
 - iv. acknowledges that if it is found NOT to meet the eligibility criteria, the supplier shall be subject to one or more of the civil consequences set out in the certification and the contract.

See Standard Acquisition Clauses and Conditions(SACC) Manual clauses [A3000T](#) , [M9030T](#) or [S3035T](#), as appropriate.

3. How must the business prove that it meets the requirements?
 - a. It is not necessary to provide evidence of eligibility at the time the bid is submitted. However, the business should have evidence of eligibility ready in case it is audited.
 - b. The civil consequences of making an untrue statement in the bid documents, or of not complying with the requirements of the Program or failing to produce satisfactory evidence to Canada regarding the requirements of the Program, may include: forfeiture of the bid deposit; retention of the holdback; disqualification of the business from participating in future contracts under the program; and/or termination of the contract. In the event that the contract is terminated because of an untrue statement or non-compliance with the requirements of the Program, Canada may engage another contractor to complete the performance of the contract and any additional costs incurred by Canada shall, upon the request of Canada, be borne by the business.
4. What evidence may be required from the business?
 - a. Ownership and control
 - i. Evidence of ownership and control of an Aboriginal business or joint venture may include incorporation documents, shareholders' or members' register; partnership agreements; joint venture agreements; business name registration; banking arrangements; governance documents; minutes of meetings of Board of Directors and Management Committees; or other legal documents.
 - ii. Ownership of an Aboriginal business refers to "beneficial ownership" i.e., who is the real owner of the business. Canada may consider a variety of factors to satisfy whether Aboriginal persons have true and effective control of an Aboriginal business. (See [Appendix A Set-aside Program for Aboriginal Business](#) for a list of the factors, which may be considered by Canada.)
 - b. Employment and employees
 - i. Where an Aboriginal business has six or more full-time employees at the date of submitting the certification and is required by Canada to substantiate that at least 33 percent of the full-time employees are Aboriginal, the business must, upon request by Canada, immediately provide a completed Owner/Employee Certification form for each full-time employee who is Aboriginal. See SACC Manual clauses [A3001T](#), [M3030T](#) or [S3036T](#), as appropriate.
 - ii. Evidence as to whether an employee is or is not full-time and evidence as to the number of full-time employees may include payroll records, written offers for employment, and remittance and payroll information maintained for Canada Revenue Agency purposes as well as information related to pension and other benefit plans.
 - iii. A full-time employee, for the purpose of this program, is one who is on the payroll, is entitled to all benefits that other full-time employees of the business receive, such as pension plan, vacation pay and sick leave allowance, and works at least 30 hours a week. It is the number of full-time employees on the payroll of the business at the date of bid submission that determines the ratio of Aboriginal to total employees of the business for the purpose of establishing eligibility under the Program.
 - iv. Owners who are Aboriginal and full-time employees who are Aboriginal must be ready to provide evidence in support of such status. The

Owner/Employee Certification to be completed by each owner and full-time employee who is Aboriginal shall state that the person meets the eligibility criteria and that the information supplied is true and complete. This certification shall provide the person's consent to the verification of the information submitted.

5. Subcontracts

- a. Evidence of the proportion of work done by subcontractors may include contracts between the contractor and subcontractors, invoices, and paid cheques.
- b. Evidence that a subcontractor is an Aboriginal business (where this is required to meet the minimum Aboriginal content of the contract) is the same as evidence that a prime contractor is an Aboriginal business.

6. Who is an Aboriginal Person for Purposes of the Set-Aside Program for Aboriginal Business?

- a. An Aboriginal person is an Indian, Metis or Inuit who is ordinarily resident in Canada.
- b. Evidence of being an Aboriginal person will consist of such proof as:
 - i. Indian registration in Canada;
 - ii. membership in an affiliate of the Metis National Council or the Congress of Aboriginal Peoples, or other recognized Aboriginal organizations in Canada;
 - iii. acceptance as an Aboriginal person by an established Aboriginal community in Canada;
 - iv. enrollment or entitlement to be enrolled pursuant to a comprehensive land claim agreement;
 - v. membership or entitlement to membership in a group with an accepted comprehensive claim;
 - vi. evidence of being resident in Canada includes a provincial or territorial driver's license, a lease or other appropriate document.

Appendix A Set-aside Program for Aboriginal Business

(Excerpt from Treasury Board Contracting Policy Notice 1996-6, Annex A.)

Factors that may be considered in determining whether Aboriginal persons have at least 51% ownership and control of an Aboriginal business include:

- a. capital stock and equity accounts, i.e., preferred stock, convertible securities, classes of common stock, warrants, options;
- b. dividend policy and payments;
- c. existence of stock options to employees;
- d. different treatment of equity transactions for corporations, partnerships, joint ventures, community organizations, cooperatives, etc.;
- e. examination of charter documents, i.e., corporate charter, partnership agreement, financial structure;
- f. concentration of ownership or managerial control in partners, stockholders, officers trustees and directors-based definition of duties;
- g. principal occupations and employer of the officers and directors to determine who they represent, i.e., banker, vested ownerships;
- h. minutes of directors meetings and stockholders meetings for significant decisions that affect operations and direction;
- i. executive and employee compensation records for indication of level of efforts associated with position;
- j. nature of the business in comparison with the type of contract being negotiated;
- k. cash management practices, i.e., payment of dividends - preferred dividends in arrears;
- l. tax returns to identify ownership and business history;
- m. goodwill contribution/contributed asset valuation to examine and ascertain the fair market value of non-cash capital contributions;
- n. contracts with owners, officers and employees to be fair and reasonable;
- o. stockholder authority, i.e., appointments of officers, directors, auditors;
- p. trust agreements made between parties to influence ownership and control decisions;
- q. partnership - allocation and distribution of net income, i.e., provision for salaries, interest on capital and distribution share ratios;
- r. litigation proceedings over ownership;
- s. transfer pricing from non-Aboriginal joint venture;
- t. payment of management or administrative fees;
- u. guarantees made by the Aboriginal business;
- v. collateral agreements.