



Return Bids to :
Retourner Les Soumissions à :
 Natural Resources Canada - Ressources
 naturelles Canada
 Bid Receiving Unit - Mailroom
 Unité de réception des soumissions, Salle
 du courrier
 588 rue Booth Street
 Ottawa, Ontario
 K1A 0E4
Attention: Serge Tshimanga

Request for Standing Offer
Demande d'offre à commandes

Canada, as represented by the Minister of Natural
 Resources Canada, hereby requests a Standing Offer on
 behalf of the client identified herein.

Le Canada, représenté par le ministre des Ressources
 naturelles Canada, autorise par la présente, une offre à
 commandes au nom de client identifié ci-après

Vendor / Firm Name and Address
Raison sociale et adresse du fournisseur / de
l'entrepreneur

Issuing Office - Bureau de distribution

Procurement, Contracting and Asset
 Management Branch
 Natural Resources Canada
 580 Booth Street,
 Ottawa, Ontario
 K1A 0E4

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Title - Sujet Environmental Services	
Solicitation No. - No de l'invitation NRCan-5000036104	Date 04 May 2018
Client Reference No. - N° de reference du client 5000036104	
Requisition Reference No. - N° de la demande 140765	
Solicitation Closes - L'invitation prend fin at - à 02 :00 PM EDT on - le 13 June 2018	
Address Enquiries to: - Adresse toutes questions à: Serge Tshimanga	Buyer ID - Id de l'acheteur ABH
Telephone No. - No de telephone (343) 292-8374	Fax No. - No. de Fax
Security - Sécurité This Supply Arrangement may be used for contracts where security requirements have been identified Cet arrangement peut être utilisé pour les contrats subséquents dans lesquels les besoins en matière de sécurité.	
<i>If marked "X" please see the box to the left</i> <i>S'il ya un "X" ici, s.v.p. voir la boîte à la gauche</i>	<input checked="" type="checkbox"/> Acknowledgement copy required Accusé de réception requis
Destination - of Goods, Services and Construction: Destination - des biens, services et construction: Various location across Canada	
Security - Sécurité This Request for Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No.:- No. de téléphone: Facsimile No.:- No. 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 _____



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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.
- Part 2 Offeror Instructions.
- Part 3 Offer Preparation Instructions.
- Part 4 Evaluation Procedures and Basis of Selection.
- Part 5 Certifications and Additional Information.
- Part 6 Security Requirements.
- Part 7 Standing Offer and Resulting Contract Clauses.

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

1.2 Summary

Requirement:

The Department of Natural Resources Canada (NRCAN) requires environmental services for various projects to be undertaken at NRCAN sites across Canada on an “as and when required basis” for various environmental services under the following streams:

- 1) Environmental Site Assessment Services
- 2) Fuel Storage Tank Management
- 3) Management of Halocarbon Containing Equipment
- 4) Energy Audits
- 5) Wastewater Management
- 6) Solid Non-Hazardous Waste Management
- 7) Hazardous Materials Management
- 8) Air Contaminant Emissions Studies
- 9) Building Asbestos Management
- 10) Compliance Audits
- 11) Environmental Management System
- 12) Legionella Management
- 13) Occupational Health and Safety



14) Species at Risk

Potential project locations may include, but are not limited to:

- Pacific Forestry Center, Victoria, BC
- Northern Forestry Center, Edmonton, AB
- Canmet ENERGY Research Centre, Devon, AB
- Geological Survey of Canada, Calgary, AB
- Great Lakes Forestry Center, Sault Ste Marie, ON
- Canmet MATERIALS, Hamilton, ON
- Bells Corners Complex and Booth Street Complex, Ottawa, ON
- Canmet ENERGY Research Centre, Varennes, QC
- Laurentian Forestry Center, Québec, QC
- Atlantic Forestry Center, Fredericton, NB

NRCan intends to award up to two (2) Standing Offers per region for each stream:

- Atlantic
- Quebec
- Ontario
- National Capital Region
- British-Columbia & Alberta
- Saskatchewan & Manitoba.

Period of the resulting Standing Offer

The period of the SO shall be for two (2) years with the option to extend the period of the SO for up to two (2) additional twelve (12) month periods.

Note to Bidders: Bidders can bid on all streams or any of the streams.

Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement, the Canada-Chile Free Trade Agreement, the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, The Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement, and the Canada-Ukraine Free Trade Agreement.

Certifications:

The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 - Certifications and Additional Information, Part 7A -Standing Offer, and Part 7B - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

1.3 Debriefings

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



PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [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 Services and Procurement 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. If there is a conflict between the provisions of 2006 and this document, this document prevails.

- **In the complete text content (except Section 3) Delete:** "Public Works and Government Services Canada" and **Insert:** "Natural Resources Canada." **Delete:** "PWGSC" and **Insert:** "NRCan"

- **Section 5:** delete at its entirety.

- Offers will be valid for **180 days** after closing date

2.2 Submission of Offers

Offers must be delivered to the location, by the time and date indicated on page 1 of this RFSO document.

It is requested that the Bidder's name, return address, RFSO Number, and Bid Closing Date appear legibly on the outside of the envelope containing the Bidder's proposal. Failure to do so may result in bids being misdirected. **NRCan will not assume responsibility for proposals directed to any other location.**

The onus is on the Bidder to ensure that the proposal is delivered to the location above. Not complying with the above instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to NRCan will not be accepted.

2.3 Enquiries

All enquiries must be submitted in writing to the Standing Offer Authority no later than fifteen (15) 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.



2.4 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 the province or the territory where the work is executed.

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.

2.5 Bidders Conference call

A bidders' conference call will be held on **15 May 2018**. The conference will begin at **13:00 (EST)**. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid participate.

Bidders are requested to communicate with the Contracting Authority before the conference call to confirm participation. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be participating and a list of issues/questions they wish to table no later than **11 May 2018**.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference call will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

Note: additional detail information (number to call) will be provided to bidders that confirm their participation.



PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Bidders provide their bid in separately bound documents and files as follows:

Document and File I: Technical Offer and page 1 of the document (**3 hard copies and 1 electronic** on a CD or USB)

File II: Financial Offer (1 electronic on a CD or USB) in a separate file.

File III: Certifications (1 electronic on a CD or USB) in a separate file.

Note: all electronic copies should be in the same CD or USB. Three separate files as per the sections described above.

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

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

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, Bidders 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.

Technical Offer:

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

Financial Offer:

Offerors must complete the table in Annex B, Basis of Payment as their financial offer **for each region they are submitting an offer**. Prices related to the current solicitation must appear in the financial offer only and are not to be indicated in any other file of the offer; prices referenced in the financial offer should not to be repeated in any other section of the offer.

Certifications:

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



Page 1 of the document:

It is requested that all bidders complete, sign and date Page 1 of this document (including the name of the submitting organization, the name of the authorized signing person, appropriate addresses, telephone and facsimile numbers and business contact) prior to submitting their proposal. As the signature indicates a clear acceptance of the terms and conditions set out in the RFSO, it is the Bidder's responsibility to ensure that the signatory has the authority within its organization to commit the Bidder by making such an offer.

As per article 1 of Part 2, the Bidder hereby agrees, by submitting his/her proposal in response to this RFSO, to all the instructions, terms, conditions and clauses detailed herein.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

This will be applicable for each respective stream. Each stream will be evaluated separately.

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1) Mandatory Technical Criteria:

CRITERIA	Proposal Page #
The Offeror MUST indicate the region (s) and stream (s) they are submitting an offer for by completing the table below:	

	BC & AB	SK & MB	ON	NCR	QC	ATL
Stream 1 ESA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 2 Fuel Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 3 Halocarbons	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 4 Energy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 5 Wastewater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 6 Solid Waste	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 7 Hazmat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 8 Air Emissions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 9 Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 10 Audits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 11 EMS	n/a	n/a	n/a	<input style="background-color: yellow;" type="checkbox"/>	n/a	n/a
Stream 12 Legionella	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 13 OHS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stream 14 SAR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4.1.1.2) Point Rated Technical Criteria:

CRITERIA	Proposal Page #
<i>Note: response to RC-1 is applicable to all streams. Responses to RC-1 can be provided once in the Offer, they will be considered to apply across the organization, to all streams</i>	
RC-1 Bidder Overview Maximum Points: 37	
RC-1-1 Offeror Management Processes Maximum 14 points (2 points per process)	
The Offeror should demonstrate their management processes in place,	



including provisions for project management and quality assurance.	
<p>RC-1-2 Offeror Sustainable Processes and Products Maximum 10 Points (2 points per initiative, process and/or product in place).</p> <p>The Offeror should demonstrate their organizational commitment to environmental protection and sustainability, describing any organizational initiatives/processes, currently in place to support, advance, and promote environmental protection and sustainability.</p>	
<p>RC-1-3 Offeror Information Management Maximum 8 Points (2 points per initiative and/or developed tool in place)</p> <p>The Offeror should demonstrate their organizational commitment to effective data management and highlight any innovative data management tools developed.</p>	
<p>RC-1-4 Proposal Clarity and Organization Maximum 5 Points (2 points for clarity and 3 points for organization)</p> <p>The Offeror should demonstrate effective report-writing by providing a complete, clearly described, well-organized and easily understood Standing Offer proposal.</p>	
<p>Note: responses to RC-2 are to be specific to each Stream. Ex.: if a bidder offers services for stream 1, 2 and 3. He must provide 3 separate response to RC-2 (one for each stream he is offering services).</p>	
<p>RC-2 Knowledge and Experience Maximum Points: 62 Minimum Points Required: 37</p>	
<p>RC-2-1 Bidder Experience Maximum 24 points (up to 8 points per project)</p> <p>To demonstrate their experience, the Offeror must provide three (3) examples of significant projects for each environmental service they are bidding on. Each Project example should include a project description (purpose and tasks), dollar value, duration, type of facility/site and client contact information.</p> <p>Notes: "Significant" means that the level of effort was ten (10) working days or more and completed within the past five (5) years.</p> <p>Client may be contacted for validation purposes only.</p>	
<p>RC-2-2 Knowledge of Regulations Maximum 10 points (1 or 2 points per item depending on the stream).</p> <p>The Offeror must demonstrate their awareness of applicable environmental legislation/standards/guidelines for each environmental service (stream) being offered. A list of the appropriate environmental legislation, guidelines, standards and commitments/drivers applicable to the range of potential work under the service should be included in the response.</p>	
<p>RC-2-3 Methodology Maximum 28 points (up to 5 points for planning, up to 10 points for</p>	



<p>the execution of field work, up to 5 points for compilation of data, up to 5 points for report preparation and up to 3 points for senior review)</p> <p>The Offeror must describe the methodologies used to complete projects, covering the range of potential work under each environmental service being offered.</p> <p>The proposed methodology should clearly illustrate:</p> <ul style="list-style-type: none"> - an understanding of the tasks required to meet the objective of each project (from planning through field work and data through to report and senior review). - a clear order in activities and milestones. <p>Each element (planning, execution, compilation, etc...) will be evaluated as per the following table:</p> <div style="border: 1px solid black; padding: 5px;"> <ul style="list-style-type: none"> - The response demonstrated an extensively detailed understanding of the requirement and is detailed in a very clear, concise manner. - The response demonstrated a good understanding of the requirement and is detailed in a less clear and concise manner. - The response could not demonstrate a clear understanding of the requirement and is detailed in a fair manner. - The response could not demonstrate an understanding of the requirement and is not detailed in a clear manner. </div>	
RC-3 is only for stream "Compliance Audit".	
RC-3 Test Scenarios Maximum Points: 30	
<p>RC-3 Offeror Test Scenario Response Maximum 30 points (Minimum Points Required: 18)</p> <p>Offerors should respond to the three test scenarios in Appendix 1, as detailed in the Statement of Work. The answers should be in the language indicated in each scenario (English or French).</p> <p>The evaluation will be as per the following table (10 points per scenario):</p> <div style="border: 1px solid black; padding: 5px;"> <ul style="list-style-type: none"> - The response demonstrated an extensively detailed understanding of the requirement and is detailed in a very clear, concise manner. (10 points). - The response demonstrated a good understanding of the requirement and is detailed in a less clear and concise manner. (7 points). - The response could not demonstrate a clear understanding of the requirement and is detailed in a fair manner. (5 points). - The response could not demonstrate an understanding of the requirement and is not detailed in a clear manner. (3 point). </div>	
Total points available: 129	



4.2 Basis of Selection

Highest Combined Rating of Technical Merit and Price

NRCan intends to award up to two (2) Standing Offers per region for each stream. Highest Combined Rating of Technical Merit (70%) and Price (30%) as per the example table below.

For each region:

The top two (2) offerors with the highest total points achieved for a specific stream will be **recommended** for award of a Standing Offer. In case of identical total points achieved, the offeror with highest technical points achieved will be ranked first. If it is still identical (including the technical points achieved), a method of tie breaking will be used (a coin toss or draw).

Example:

STREAM: Environmental Site Assessment Services			
REGION: Ontario			
	Offeror 1	Offeror 2	Offeror 3
Technical Points Achieved	88	82	76
Evaluated price	\$850	\$800	\$750
CALCULATIONS			
	Technical Points Achieved	Rated Price Points Achieved	Total Points Achieved
Offeror 1	$\frac{88}{*88} \times 70 = 70.00$	$\frac{**750}{850} \times 30 = 26.47$	96.47
Offeror 2	$\frac{82}{*88} \times 70 = 65.23$	$\frac{**750}{800} \times 30 = 28.13$	93.36
Offeror 3	$\frac{76}{*88} \times 70 = 60.45$	$\frac{**750}{750} \times 30 = 30.00$	90.45
*	Represents the highest technical score		
**	Represents the lowest evaluated price		

Assumption: The maximum technical score that can be obtained is 100 points. The highest technical score and lowest grand total estimate receive full rated percentage and other proposals are pro-rated accordingly.

Using the example above for a maximum of 2 Standing Offers would be awarded with **Offeror 1** (1st ranked) and **Offeror 2** (2nd ranked).



PART 5 - CERTIFICATIONS

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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer

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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.



FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below prior to contract award.

DEFINITIONS:

For the purposes of this clause,

“**fee abatement formula**” means the formula applied in the determination of the maximum fee payable during the one-year fee abatement period when the successful bidder is a former public servant in receipt of a pension paid under the Public Service Superannuation Act.

“**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 up of former public servants; or
- (d) 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 (FPS) in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension ?

YES () NO ()

If so, the Bidder must provide the following information:

- (a) Name of former public servant: _____
- (b) Date of termination of employment or retirement from the Public Service. _____

By providing this information, Bidders agree that the successful Bidder’s status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the



published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

A contract awarded to a FPS who has been retired for less than one year and who is in receipt of a pension as defined above is subject to a fee abatement formula, as required by Treasury Board Policy.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force Adjustment Directive ?

YES () NO ()

If so, the Bidder must provide the following information:

- (a) Name of former public servant: _____
- (b) Conditions of the lump sum payment incentive: _____
- (c) Date of termination of employment: _____
- (d) Amount of lump sum payment: _____
- (e) Rate of pay on which lump sum payment is based: _____
- (f) Period of lump sum payment including:
 - Start date: _____
 - End date: _____
 - Number of weeks: _____
- (g) Number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

Contract Number:	Contract Amount:
_____	_____
_____	_____

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

ABORIGINAL DESIGNATION

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.

Our Company is NOT an Aboriginal Firm

Our Company is an Aboriginal Firm, as identified above. The bidder must complete the certificate from the appropriate clause below:

SACC Manual clauses [A3000T](#), [A3001T](#), [M3030T](#), [M9030T](#), [S3035T](#) and [S3036T](#) contain a certification that suppliers must complete and submit with their bid/offer/arrangement.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable.



PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

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

2. Security Requirements

There is no security requirement applicable to the Standing Offer.

3. Standard Clauses and Conditions

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

3.1. General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services apply to and form part of the Standing Offer.

3.2. Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card. The Offeror must provide for every period, reports on use of the Standing Offer, showing the number and total value of call-ups by each consignee. Reports must be submitted to the Standing Offer Authority no later than thirty (30) days after the designated reporting period.

The reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

4. Term of Standing Offer

4.1. Period of the Standing Offer

The period for making call-ups against the Standing Offer is from award to _____.

4.2. Extension of Standing Offer

The Contractor/Offeror grants to Canada the irrevocable option to extend the term of the Standing Offer by up to **two (2)** additional **one (1)** year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.



Canada may exercise this option at any time by sending a written notice to the Contractor/Offeror at least **five (5)** calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Standing Offer amendment.

5. Authorities

5.1. Standing Offer Authority

The Standing Offer Authority is:

Name: _____

Title: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

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

5.2. Project Authority

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

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

5.3. Offeror's Representative

The Offeror's Representative is:

Name: _____

Title: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Identified Users

Not applicable.



8 .Call-up Procedures

8.1. Strategy for Aboriginal businesses:

NRCan reserves the right to designate any requirement under a stream as being restricted exclusively to the aboriginal SO holder of that particular stream.

8.2 Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the Project Authority will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror (Some or all the conditions stated below may apply depending on the requirement). If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the Project Authority will contact the next ranked offeror. The Project Authority will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the Project Authority is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

Conditions (not limited to) applicable to the process:

- Proof of required Insurance (Section 8.7 below). NRCan reserves the right to request current copies of insurance certificates as proof.
- Capacity of providing services and written reports in French where required (Quebec, New Brunswick, National Capital region.)
- Curriculum vitae of all personnel assigned for the call-up. NRCan reserves the right to request the information to be provided in the CV and any additional information (ex.: credential certificates).
- Proposed resources have required qualifications and experience related to the specific work.

9. Call-up Instrument

The Work will be authorized using the duly completed forms or their equivalents as identified in paragraphs 1, 2 and 3 below.

1. Call-ups must be made under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. The following forms could be used which is available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - description and unit price for each line item;
 - total value of the call-up;

10. Limitation of Call-ups



Individual call-ups against the Standing Offer must not exceed \$150,000.00 (Applicable Taxes included).

11. Financial Limitation

Not applicable

12. Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2035](#) (2016-04-04), General Conditions - Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____.

13. 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.

14. Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

1. Requirement

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

2. Standard Clauses and Conditions

2.1. General Conditions

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.



3. Term of Contract

3.1. Period of the Contract

The period of the contract will be in accordance with the call-up against the Standing Offer.

4. Proactive Disclosure of Contracts with Former Public Servants

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

5. Payment

5.1. Basis of Payment

Payment for the provision of services under a call-up will be a fixed amount using the rates specified in the standing offer and the estimated amount of travel specified in the call-up (if applicable).

6. Invoicing Instructions

As specified in the call-up document.

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.

7.1. Contractors Professional Liability

1. The Contractor must obtain **Contractors Professional Liability** insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Professional Liability insurance policy must include the following:
 - a. **Additional Insured:** Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. **Notice of Cancellation:** The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. **Separation of Insureds:** The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. **Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. **Incidental Transit Extension:** The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for



which the Contractor is legally liable is performing or has performed the operations described in the contract.

7.2. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.



ANNEX "A" STATEMENT OF WORK

STREAM 1: Environmental Site Assessments.

Environmental Site Assessment

Potential work under this stream will be associated with investigating potential contamination at NRCan sites and risk managing or remediating confirmed areas of contamination.

Work may include, but not be limited to:

- Phase I Environmental Site Assessment as per CSA standard (CSA Z768-01).
- Phase II and Phase III Environmental Site Assessment as per CSA standard (CSA Z769-00) and applicable legislation, protocols, standards and guidelines.
- Designated Substances and Hazardous Materials Survey
- Human Health and Ecological Risk Assessment in keeping with current CCME and FCSAP guidance material
- Risk Management Plan development and implementation
- Remediation Action Plan development and implementation
- Ongoing monitoring of site conditions
- Decommissioning of groundwater monitoring wells in accordance with applicable regulations
- Completion of additional documentation (e.g. NCSCS Scoring, Site Closure Tool for Federal Contaminated Sites), in keeping with the federal approach to management of contaminated sites (e.g. Federal Contaminated Site Action Plan, Treasury Board requirements)

The Project Manager assigned to each project at time of callup MUST have a minimum of five (5) years experience in that field of expertise, in Canada, within the last seven (7) years.

Project personnel should have relevant Professional Accreditation.

Laboratories selected to complete the analysis of the various media samples collected during an investigation must be submitted to laboratories accredited by the Standards Council of Canada (SCC) in co-operation with the Canadian Association for Environmental Analytical Laboratories (CAEAL)

The Contractor will be expected to have a Site Specific Health and Safety Plan which will include emergency response procedures, the pertinent contact information for project personnel, and the safety procedures associated with potential risks while completing the work.

STREAM 2: Fuel Storage Tank Compliance Assessments

Fuel Storage Tank Management

Potential work under this stream will be associated with various aspects of the management of fuel storage tank systems owned or operated by NRCan. Work may include, but not be limited to:

- Assessment of storage tank systems and associated equipment for compliance with applicable federal regulations, codes and industry best practices, and the provision of cost estimates for upgrades required to ensure compliance.
- Assessment of storage tank management practices for compliance with regulations, codes and industry best practices.
- Emergency Response Plan development, review or training.
- Storage tank system design or review, developing or updating of certified design drawings.



- Activities related to installation, upgrading or removal of storage tank systems.

The Project Manager assigned to each project at time of callup MUST have a minimum of five (5) years' experience in that field of expertise, in Canada, within the last seven (7) years.

Project personnel should have relevant Professional Accreditation or certification.

STREAM 3: Halocarbon Containing Equipment

Management of Halocarbon Containing Equipment

Potential work under this stream will be associated with various aspects of the management of halocarbon containing equipment owned or operated by NRCan. Work may include, but not be limited to:

- Validating or developing inventories of halocarbon-containing equipment;
- Assessing the management of halocarbon containing equipment for compliance with applicable federal regulations, codes and industry best practices; and,
- Providing recommendations and guidance to help facilities improve halocarbon management.

The Project Manager assigned to each project at time of callup MUST have a minimum of five (5) years experience in that field of expertise, in Canada, within the last seven (7) years.

STREAM 4: Energy Audits

Energy Audits

Energy audit work will involve assessing the energy performance of each identified facility, as per ASHRAE's "Procedures for Commercial Building Energy Audits, 2nd Edition (2011)", including all applicable ASHRAE and industry standards. As well, project work must incorporate energy efficiency improvement/energy conservation recommendations for all areas of energy use for each facility, including cost/benefit analyses, construction costs, estimated annual energy savings, anticipated payback period, and an estimate of the potential greenhouse gas (GHG) emissions reductions.

Project work may include, but is not limited to:

- Engineering analyses of building systems and equipment, operating and maintenance procedures, existing space conditions, and assessment of the potential for reduction in energy consumption and energy demand.
- Completion of Level I, II, or III analyses as per ASHRAE's "Procedures for Commercial Building Energy Audits, 2nd Edition (2011)."
- Evaluation of green energy alternatives and cogeneration options.

STREAM 5: Wastewater Management

Wastewater Management

This work will involve services related to facility wastewater management. Projects may include, but are not limited to:

- Wastewater compliance evaluations (sampling, data analysis, and interpretation) to determine if



wastewater leaving NRCan sites complies with the applicable discharge guidelines.

- Wastewater system investigations to determine the configuration and performance status of facility wastewater infrastructure such as septic systems or other in-situ systems, and building or equipment connections to municipal sanitary sewer and storm water systems (location, access points, etc.).

The Contractor shall conduct wastewater sampling following the ISO 5667 series on Water Quality and Sampling Guidance or other accepted industry method. All laboratories used for wastewater sample analysis shall be accredited ISO 17025 (CAEAL) laboratories, and be certified for each parameter required in the analysis.

The Project Manager assigned to each project at time of call up MUST have a minimum of five (5) years' experience in this field of expertise, in Canada, within the last seven (7) years.

STREAM 6: Solid Non-Hazardous Waste Management

Solid Non-Hazardous Waste Management

This work will involve services related to facility solid non-hazardous waste management. Projects may include, but are not limited to:

- Solid non-hazardous waste audits to determine the annual solid waste generation, diversion rate, and landfilling rate for each identified NRCan facility, and site-specific recommendations for improvement with respect to facility solid non-hazardous waste management.
- Solid non-hazardous waste program and awareness reviews, with a focus on facility-level programs in place, and the implementation and communication approach. The reviews will identify gaps in program messaging and propose practical and realistic education and training strategies to improve occupant awareness and use of facility solid waste programs.

The Project Manager assigned to each project at time of callup MUST have a minimum of five (5) years' experience in this field of expertise, in Canada, within the last seven (7) years.

STREAM 7: Hazardous Materials Management

Hazardous Materials Management

Potential work under this stream will be associated with the management of hazardous materials (Hazmat), such as chemicals, fuels and hazardous wastes encountered in research activities (laboratories, field work, pilot scale industrial operations etc.) and used in facility operations.

The management of Hazmat may include elements such as: analysis of hazards; chemical purchasing and inventorying methods; review of practices related to the storage, use and handling of Hazmat and the disposal of hazardous wastes; review/development/testing of spill response and other environmental emergency plans; and, related training requirements.

Work may include, but not be limited to:

- Evaluating current practices related to the management of Hazmat for compliance with environmental regulations and code requirements, industry best practices, and internal policies and procedures;
- The development of management plans, environmental emergency response plans, work



procedures etc.

- Assessing current or proposed work processes, equipment or systems; assessing storage, laboratory or process areas; and,
- Providing guidance related to Hazmat and laboratory or process space design, renovation or decommissioning.

The Project Manager assigned to each project at time of call-up **MUST** have a valid, relevant designation, such as P. Eng, CIH, P Chem etc., **AND** a minimum of five (5) years' experience in that field of expertise, in Canada, within the last seven (7) years.

Project team members may be required to have a relevant professional accreditation/certification, such as CIH, P.Eng, P.Chem, C.Chem, cCT etc.

Photocopies of certificate(s) and curriculum vitae must be provided at time of call-up.

STREAM 8: Air Contaminant Emissions Studies

Air Contaminant Emissions Studies

This work will involve the collection and evaluation of air contaminant emissions source data, using appropriate dispersion model(s) and relevant exemption criteria, to generate a comprehensive inventory, a listing of source controls, and recommendations for improvement.

Project work may include, but is not limited to:

- Inventorying and evaluating significant regulated air emission substances and sources against National Ambient Air Quality Objectives (NAAQO), provincial air quality standards/objectives, and the National Pollutant Release Inventory (NPRI); and
- Performing air dispersion calculations and/or modeling as per federal and/or provincial regulations.

STREAM 9: Building Asbestos Management

Building Asbestos Management

Surveys and assessments of NRCan-owned buildings have identified asbestos-containing materials (ACMs). Asbestos Management Plans (AMPs) are in place for these buildings, as per regulatory requirements under the Canada Labour Code, Part II. NRCan building asbestos management involves reassessment of ACMs, and subsequent update of AMPs, on an annual basis.

Project work may include, but is not limited to:

- Assessment of identified ACMs based on criteria outlined in the Public Services and Procurement Canada (PSPC) Asbestos Management Standard, Annex A - Evaluation of Asbestos-Containing Materials and Recommendations for Control;
- Completion of ACM Reassessment Reports to allow for inventory and AMP updates; and
- Development and/or provision of training for NRCan personnel based on their roles and responsibilities related to asbestos management.



STREAM 10: Compliance Audits

Facility Compliance Audits

The goal of facility level compliance audits are to ensure that facility operations are being conducted in compliance with applicable environmental and occupational health and safety laws (e.g. federal acts and regulations, relevant codes and standards) and corporate directives. In certain areas, such as hazardous waste disposal, applicable provincial/territorial/municipal regulations may also be taken into account, especially if used to determine best practices.

Audit scope may include, but is not limited to, the following aspects:

Table 1

Aspect	Description
Chemical Management and Disposal	Concerning the purchase, storage, handling, shipping, and safe disposal of toxics and chemical products used in laboratories, pilot plants, maintenance shops and in the course of facility operations.
Environmental and Building Emergency Preparedness and Response	Planning for environmental emergencies (releases to air, water, and soil), and building emergencies (fire etc.).
Storage Tanks	Requirements for the installation, removal, use and maintenance of storage tank systems for petroleum and allied petroleum products. Requirements for the safe handling and storage of fuels.
Halocarbon Management	Concerning the management of halocarbons, and the reduction of NRCan's ozone depleting potential and/or global warming potential, in air-conditioning, refrigeration and fire suppression systems.
Wastewater Management (quality)	Monitoring the quality of the wastewater discharges to sewers and requirements applicable to private septic systems.
Solid Non-Hazardous Waste and Recycling	Providing guidance on recycling and reducing the amount of waste generated
Air Contaminant Emissions	Ensuring that contaminants leaving NRCan buildings from various sources such as fume hoods, boilers and furnaces, meet ambient air quality criteria
Asbestos Management	Maintenance of asbestos building material inventories and management plans
Legionella	Monitoring water distribution and HVAC systems and treatment as needed

The audit should regard the applicable laws and regulations (including provincial/territorial/municipal ones in some instances), codes, and federal government commitments as the audit criteria. The principles of structuring the audit itself should be in accordance with the CSA standard Z773 -17.

NRCan's Environmental Management group (EM) and Departmental Occupational Health and Safety group require professional auditing services to carry out these compliance audits for two years, with two renewal options for one (1) additional year each.

Table 2 illustrates the intended program of audits, subject to change by the NRCan Project Authority in response to financial or logistical constraints-



Table 2 - Intended Yearly Breakdown of Audits.

	2018/19 Fiscal	2019/20 Fiscal	2020/21 Fiscal Pending renewal	2021/22 Fiscal Pending renewal
Facilities	<ul style="list-style-type: none"> • CanmetENERGY Research Centre, Devon, AB • Bells Corners Complex, Ottawa ON • CanmetMATERIALS, Hamilton, ON • CanmetENERGY Research Centre, Varennes, QC 	<ul style="list-style-type: none"> • 601 Booth St., Ottawa, ON • Great Lakes Forestry Centre, Sault Ste-Marie, ON • Northern Forestry Centre, Edmonton, AB • Geological Survey of Canada, Calgary, AB 	<ul style="list-style-type: none"> • Atlantic Forestry Centre, Fredericton, NB • Laurentian Forestry Centre, Ste-Foy, QC • Pacific Forestry Centre, Victoria, BC • CanmetMINING, 555 Booth St., Ottawa, ON • CanmetMINING, Val-d'Or, QC 	<ul style="list-style-type: none"> • Address any-postponed sites, added sites

Audit Team

Each audit team should include at least a certified environmental auditor, and a certified occupational hygienist with the appropriate education, knowledge, skills and experience relevant to auditing government laboratory and facility operations.

Environmental Auditor Certification

In each audit, the Lead Auditor with direct involvement in the project MUST hold a currently valid designation as a:

- Environmental Professional - Compliance Auditor [EP(CEA)] as certified by ECO Canada and the Canadian Environmental Certification Approvals Board (CECAB) and/or
- Environmental Professional - Environmental Management Systems Lead Auditor [EP(EMSLA)] as certified by ECO Canada and the Canadian Environmental Certification Approvals Board (CECAB) and/or
- Vérificateur environnemental agréé par l'Association québécoise de vérification environnementale (AQVE) and/or
- other certification that meets the requirements of ISO 19011:2011 relevant to environmental management. If this is the case, the lead auditor shall provide supporting information to enable verification against ISO 19011:2011 requirements; and
- Five years of recent relevant work experience in an environmental field in Canada (recent being defined as within the last 7 years).

Occupational Hygienist Certification

In each audit, at least one audit team member with direct involvement in the project MUST hold at least one of the following valid designations:

- Registered Occupational Hygienist [ROH]
- Certified Industrial Hygienist [CIH]
- Safety Engineer, P.Eng.



- Canadian Registered Safety Professional (CRSP)
 - Certified Health and Safety Consultant (CHSC); and
- b) have education in the field of occupational health and safety (degree, diploma or certificate) and
- c) have at least five (5) years' experience within the past seven (7) years in occupational health and safety field in Canada.

Note: photocopies of certificate(s) and curriculum vitae must be provided at time of call-up.

The audit methodology and team member selection shall respect ISO 19011.

Language Capability

The on-site working language of all audits will be English, except for:

- Audits at Quebec facilities will be in French; and
- Audits in Ottawa and New Brunswick will be bilingual.

All proposed on-site audit team members for audits in Quebec, **MUST** be fully bilingual (French and English); they must be **fluent** in the French language for verbal and written communication. For the Ottawa and New Brunswick audits, at least one member of the on-site audit team **MUST** be fully bilingual (French and English); who can conduct verbal and written communication in French, in addition to English.

STREAM 11: Environmental Management System

Environmental Management System Requirements

Potential work under this stream will be associated with various aspects of the environmental management system operated by NRCan. Work may include, but not be limited to:

- Performing environmental management system audits and occupational health and safety management system audits in accordance with ISO 19011 and CSA Z1000 principles to verify that the corporate management systems are properly implemented, maintained, and follow the principles of ISO 14001 and CSA Z1000 standards. The audits shall be conducted by accredited management system auditors* and provide recommendations for corrective action and improvement;
- Completing legal gap analyses to determine legislative requirements in relation to environmental aspects as well as provide evidence of how the compliance obligations apply to NRCan operations;
- Use risk assessment to determine the environmental aspects of NRCan activities and their associated environmental impacts. When determining and evaluating environmental aspects, planned changes, abnormal conditions and reasonably foreseeable emergencies should be taken into account;
- Review and revise EMS documentation such as Standard Operating Procedures on an as-needed basis;
- Develop and maintain an information management system to ensure at a minimum:
 - information is available and suitable for use where and when it is needed;
 - is adequately protected;
 - suitable document retention; and
 - control of changes.
- Develop training packages for the NRCan aspects, information management, and other EMS



requirements.

*** Accredited Management System Auditor Credentials:**

- Environmental Management Systems Lead Auditor, EP(EMSLA) and/or
- other certification that meets the requirements of ISO 19011:2011 relevant to environmental management. If this is the case, the lead auditor shall provide supporting information to enable verification against ISO 19011:2011 requirements; and
- Five years of recent relevant work experience in an environmental field in Canada (recent being defined as within the last 7 years).

Note: photocopies of certificate(s) and curriculum vitae must be provided at time of the call-up.

Note: The EMS service stream is for National Capital Region only

STREAM 12: Legionella Management

Legionella Management

Legionella Bacteria Control Management Plans (LBCMPs) outline Legionella management practices at NRCan. LBCMPs help ensure compliance with the Canada Occupational Health and Safety Regulations (COHSR) under the Canada Labour Code, Part II as they relate to the monitoring and control of Legionella susceptible water systems.

Project work may include, but is not limited to:

- Collecting water samples from facility cooling towers and other identified sample points to conduct laboratory analysis for the presence of Legionella bacteria culture, as per the methods and standards outlined in the latest edition of MD15161- 2013 Control of Legionella in Mechanical Systems,
 - Monthly, every 6 months, and/or annually, as required based on established MD15161 protocols and facility water system requirements; and
- Providing sample results via certified analysis reports from accredited laboratories (e.g., laboratories must hold a current, valid accreditation from the Canadian Association of Laboratory Accreditation Inc. (CALA), the Standards Council of Canada (SCC) and/or equivalent, in accordance with the International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 17025. Any additional accreditation bodies will be reviewed at time of call-up by NRCan to evaluate equivalency).

STREAM 13: Occupational Health and Safety

Occupational Health and Safety

Under its Departmental Occupational Health and Safety Policy, Natural Resources Canada (NRCan) is committed to ensuring the health and safety of all employees at NRCan. Given the complex nature of the research and development that takes place at our facilities the expertise of an Industrial Hygienist and Safety Engineer are often required to supplement existing in house OHS expertise on an as required basis. Services would be focused on the operations and activities conducted at NRCan's facilities and sector operations.

Project work may include, but is not limited to:

- Indoor air quality investigations in laboratory and non-laboratory settings, such as review the air exchange rates in a laboratory; determine the exposure and risk factors of chemicals to



scientists, including air sampling;

- Development and technical review of Occupational Health and Safety related program components, such as Hazard Prevention Program, Medical Monitoring Program, OHS procedures and directives;
- Occupational Health and Safety assessments and monitoring such as: toxicology, exposure, Human Health Risk assessments, radiation.
- Potable water sampling and reporting
- Safe Occupancy of the Workplace, such as Building Emergency Response Plans, contractor/visitor safety.
- Investigations and reporting including; accidents/injuries, violence in the workplace.
- Training development and delivery in Occupational Health and Safety
- Other issues relating to OHS as required.

Project Team

The project manager assigned to each project must:

a) have currently at least one of the following valid designations:

- Registered Occupational Hygienist;
- Certified Industrial Hygienist (CIH)
- Safety Engineer, P.Eng.
- Certified, Register Safety Professional (CRSP)
- Certified Health and Safety Consultant (CHSC); and

b) have education in the field of occupational health and safety (degree, diploma or certificate) and

c) have at least five (5) years' experience within the past seven (7) years in occupational health and safety field in Canada.

Note: photocopies of certificate(s) and curriculum vitae must be provided at time of call-up.

STREAM 14: Species at Risk

Species at Risk Management

This work will involve services related to identifying and protecting flora and fauna at NRCan sites. Projects may include, but are not limited to:

- Desktop study to identify potential for species in an area.
- On site surveys for presence/absence of species.
- Providing guidance on management measures.
- Development of project proposal for funding application
- Development of awareness materials for staff (re species present, management measures)



ANNEX "B" BASIS OF PAYMENT

1. Professional Fees (Customs duties are included, and Taxes are extra, if applicable):

Region: _____

Category of Personnel	(A) Per Diem Rate Year 1 from Award (\$)	(B) Per Diem Rate Year 2 (\$)	(C) Per Diem Rate Year 3 (Option 1) (\$)	(D) Per Diem Rate Year 4 (Option 2) (\$)	(E) Total (A+B+C+D)
<i>Project Manager</i>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<i>Project personnel</i>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<i>Technical Support Personnel (technicians/ technologists)</i>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
<i>Administrative Support Personnel</i>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
(F) Evaluated price (Total of column E)					\$ _____

**** FOR ANY ERRORS IN THE CALCULATION, THE PER DIEM RATE SCHEDULE WILL BE UPHELD.**

2. Pre-Authorized Travel and Living Expenses (need pre-approval from Project Authority)

The Contractor will be paid for pre-authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the work, supported by appropriate receipts and calculated in accordance with the then current National Joint Council Directive on Travel and Living Expenses, (website: <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>) without allowance thereon for overhead or profit. All payments are subject to government audit. **All travel must have prior authorization of the Project Authority.**

For economy of travel, use of personnel from Offeror's nearby regional office is expected, as appropriate for the project. Proposed personnel and detailed travel estimates are subject to NRCan Project Authority's review and acceptance prior to authorization. Reimbursement of travel expenses from personnel's location is to be limited to the cost of travel from nearest regional center to site of work. The regional centers for determination of that cost are: Vancouver, Edmonton, Calgary, Winnipeg, Toronto, Ottawa, Montreal, Quebec City and Halifax.

Potential project locations may include, but are not limited to:

- Pacific Forestry Center, Victoria, BC
- Northern Forestry Center, Edmonton, AB
- Canmet ENERGY Research Centre, Devon, AB
- Geological Survey of Canada, Calgary, AB
- Great Lakes Forestry Center, Sault Ste Marie, ON
- Canmet MATERIALS, Hamilton, ON



- Bells Corners Complex and Booth Street Complex, Ottawa, ON
- Canmet ENERGY Research Centre, Varennes, QC
- Laurentian Forestry Center, Québec, QC
- Atlantic Forestry Center, Fredericton, NB

3. Ranking of SO Holders *(To be completed at the Standing Offer award)*

APPENDIX 1 - Test scenarios (for rated evaluation RC-3)

TEST SCENARIOS



For each scenario:

- What regulations, codes, or guidelines potentially apply to the given situations or equipment observed?
- What further information would you seek? What kind of questions would you ask of staff at the facility?
- What, if any, potential non-conformances would you identify?
- Prepare one formal written finding, as it would appear in your audit report. (If several non-conformances have been identified, select just one for which to write up a finding)

Scenario 1 - should be answered in English no matter the region.

The manager of a research program at an NRCan forestry centre in Calgary, AB, is showing auditors around three ground floor labs used by his group. Auditors note that on the door to the Lab #1 is a contact name and phone number, symbols indicating required PPE, and a green compressed gas TDG placard. Inside the small lab are two analytical instruments and four (-4') gas cylinders secured behind a single chain approximately half way up the cylinders. The cylinders (CO, SO₂, Ar and O₂) are connected to the instruments with stainless steel piping and a CO gas alarm is on the wall adjacent to the cylinders.

Scenario 2 - should be answered in English no matter the region.

The auditors are then shown Lab #2. It has a lab bench running down the middle with various apparatus on it. On the left wall there is a work surface and lab sink, and a fume hood with an acid storage cabinet, with two separate compartments beneath it. Inside the fume hood is a small assortment of equipment and two 4-litre glass bottles with plastic funnels inside them. Both have a label with the word "Waste" on the side. No chemicals are observed inside the fume hood, but the left hand acid cabinet has six 4 L glass jars of HCl, and the right hand cabinet has two 2 L bottles of nitric acid and a 1 L bottle of acetic acid. There is also a small flammables cabinet just inside the entrance to the room and a small bottle of absorbent for acid spills on a shelf at the back of the lab, next to a (M)SDS binder.

The manager explains that processes in Lab #2 involve the use of acids, and that concentrated waste is collected for disposal but more diluted waste is discarded down a dedicated sink. The process in Lab #3 involves the use of a "fairly dilute" NaOH solution used in a wash process. This is also ultimately discarded down a dedicated laboratory sink. Sinks in both labs have cartridges on the drain pipes, and the manager tells the auditors that piping from both labs goes to a neutralization tank in a pit under the floor of an adjacent mechanical room. The manager believes facility maintenance must be the ones that inspect the tank.

Scenario 3 - should be answered in French if applying for NCR, Quebec and/or Atlantic regions and in English for the other regions.

During a visit to an NRCan facility, the auditors found six cold rooms, 10 environmental chambers and a number of chest freezers in a large basement. Auditors are advised that the four largest cold rooms have a capacity of more than 19kW and that leak testing is usually done by a local company every fall. Pushed to one side of the room are three environmental chambers and two large chest freezers, each with a label saying "Not required - scrap". Auditors are informed that they have been there for one or two years.