

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**

## John Cabot Building

**10 Barbers Hill, P.O. Box 4600**

**St. John's**

## Newfoundland and Labrador

**A1C 5T2**

**Bid Fax: (709) 772-4603**

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

## Regional Individual Standing Offer (RISO)

## Offre à commandes individuelle régionale (OCIR)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

PWGSC/TPSGC-Nfld Region/Real Property

John Cabot Building

10 Barbers Hill, P.O. Box 4600

St. John's

Newfoundl

A1C 5T2

<b>Title - Sujet</b> RISO Enviro. Services - Various NS	
<b>Solicitation No. - N° de l'invitation</b> EB218-183143/A	<b>Date</b> 2018-07-09
<b>Client Reference No. - N° de référence du client</b> Various	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$PWD-010-7125
<b>File No. - N° de dossier</b> PWD-8-41032 (010)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-08-21</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Newfoundland Daylight Saving Time NDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chaulk, Patricia	<b>Buyer Id - Id de l'acheteur</b> pwd010
<b>Telephone No. - N° de téléphone</b> (709)772-8357 ( )	<b>FAX No. - N° de FAX</b> (709)772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 3RD FL. 1713 BEDFORD ROW P.O.BOX 2247 HALIFAX Nova Scotia B3J3C9 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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**Regional Individual Standing Offer (RISOs) for Environmental Services  
Various Locations –Nova Scotia**

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N° de l'invitation - Solicitation No.  
EB218-183143/A

N° de la modif - Amd. No.

Id de l'acheteur - Buyer ID  
PWD-010

N° de réf. du client - Client Ref. No.  
Various

File No. - N° du dossier  
PWD-8-41032

N° CCC / CCC No./ N° VME - FMS

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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:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Required Services (Statement of Work), Basis of Payment, Certifications, the Insurance Requirements and any other annexes.

## **1.2 Summary**

Public Works and Government Services Canada (PWGSC) has a requirement to establish Regional Individual Standing Offers (RISOs) for a range of Environmental Services for federally owned properties in Nova Scotia, as per the attached Required Services (Statement of Work).

These Environmental Services may include phased environmental site assessments, site remediation, risk assessments, compliance related work, sustainability services and environmental management systems support, and environmental impact assessments, related permitting and scientific studies (e.g. biology, oceanography, archeology).

PWGSC is intending to issue Four (4) RISOs in response to this Request for Standing Offer (RFSO). This requirement will be evaluated in accordance with pre-set mandatory, technical and price criteria. Offers will be rated with regard to the: Proposed Team Approach and Management of Services, Past Experience of the Offeror, Senior Technical Specialist Expertise and Experience, Project Personnel Expertise and experience, as well as the proposed price of services.

The four (4) highest ranked offers will be recommended for issuance of a RISO based on ideal business distribution percentages, which have been pre-established as follows: 30% of business volume to the top ranked consultant, 27% to the second, 24% to the third and 19% to the fourth. Should we receive less than four (4) responsive offers, the values of the business distributed will be adjusted accordingly.

The period for placing call-ups and rendering services against these RISOs will be two (2) years from the date of issuance, on an "as and when requested basis". The total estimated value is estimated to be \$6,900,000.00 (HSTI). Individual call-up amounts will vary, up to a maximum of \$400,000.00 (HSTI).

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).

## **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>) 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 (2018-05-22) 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 SACC Manual Clauses**

SACC Manual clause M0019T (**2007-05-25**) Firm Price and/or Rates.

### **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 (M3025T)**

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

#### **Definitions**

For the purposes of this clause,

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

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

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

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

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

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

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

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

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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 Nova Scotia.

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.



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## **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

Section II: Financial Offer - under separate cover

Section III: Certifications

Prices must appear in the financial offer only, located in Annex "B" - Basis of Payment. 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;
- (c) include the certifications as a separate section of the offer;
- (d) submit one (1) bound original plus five (5) bound copies of the technical offer;
- (e) submit one (1) original plus one (1) copy of the financial offer under separate cover;
- (f) use a minimum font size of 11 point Times or equal
- (g) use minimum margins of 12 mm left, right, top, and bottom;
- (h) print double sided submissions;
- (i) one "page" means one side of paper as per (a) above;
- (j) 11 x 17 inch (279 mm x 432 mm) fold-out sheets (spreadsheets, organization charts, etc.) will be counted as two (2) pages;

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). To assist Canada in reaching its objectives, Offerors should:

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

#### **Section I: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the "Annex B, Basis of Payment". 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 and found in Annex "C".

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## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4. Evaluation Procedures

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

#### 4.1. Technical Evaluation

##### 4.1.1 Mandatory Technical Criteria

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements is seventy-seven (77) pages.

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

- \* Cover and backing of the document
- \* Cover letter - one page maximum
- \* Table of Contents, acronym list, confidentiality statement
- \* Front page of the Request for Standing Offer document
- \* Front page of Revision(s) to the Request for Standing Offer document
- \* Basis of Payment (Annex "B")
- \* Certifications (Annex "C")
- \* Blank tab sheets

**Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the offer and will not be forwarded to the PWGSC Evaluation Board members for evaluation.**

##### 4.1.2 Point Rated Technical Criteria

Each offer will be evaluated against the criteria listed below. It is recommended that the offeror address these criteria in the following order and in sufficient depth so as to indicate a clear understanding of the requirements and the services to be provided.

The offer will be assessed throughout the evaluation for conciseness and completeness.

###### 4.1.2.1 Team Approach and Management of Services

###### 1. *What we are looking for:*

A demonstration that the offeror has the capability to provide the Required Services in a well managed manner. The team approach is to ensure services meet agreed quality standards in a cost effective and timely manner. Provide a description of how the team will be organized in its approach and methodology in the delivery of the Required Services.

###### 2. *What the offeror should provide in this section of the technical proposal:*

A description of:

- (a) the management and organization (including reporting structure for the key personnel);

- 
- (b) the firm's capability of providing the Required Services in-house. If a joint venture is proposed or if sub-contractors are being used, include a description of the management plan to address roles and responsibilities and quality, schedule, and budget control;
  - (c) the roles and responsibilities of key personnel;
  - (d) the assignment of the resources;
  - (e) the firm's approach to responding to the individual call-ups;
  - (f) overall depth of resources to provide each of the Required Services;
  - (g) quality assurance/control techniques, including the process for assuring/controlling the quality of report submissions;
  - (h) budget assurance/control techniques;
  - (i) schedule assurance/control techniques;
  - (j) how the team intends to meet the 'Project Response Time Requirements' defined in RS 1.4 of the Required Services: and

#### **4.1.2.2 Past Experience of Offeror**

1. *What we are looking for:*

A demonstration that the offeror, over the past five (5) years, has participated in a range of projects requiring the full scope of services described in the Required Services (RS) in Annex "A." Assignments should have involved a range of projects including small and large phased environmental site investigations, ecological and human health risk assessments, the design and management of site remediation projects, compliance related work, sustainability services and environmental management systems support, and environmental impact assessments, related permitting and studies (e.g. biology, oceanography, and archeology). Projects involving special characteristics such as difficult site conditions, multiple stakeholders, or public sector clients should be noted. Also, identify any "value added" provided by the project team.

2. *What the offeror should provide in this section of the technical proposal:*

A brief description of several significant projects completed over the last five (5) years by the firm, who will work on projects undertaken pursuant to this RFSO. These projects should demonstrate the experience of the offeror in all of the Required Services.

For the above projects:

- (a) Include the names of senior personnel and project personnel who were involved as part of the project team and their respective responsibilities;
- (b) Present the scope of work for the environmental component of the project;

- (c) Clearly identify the total cost and fees for the environmental component of the project;
- (d) Identify the completion date for the presented projects;
- (e) Describe how the scope of services were rendered, project objectives, specific constraints and how these were overcome, deliverables, and any unique solutions achieved;
- (f) Identify the degree of success achieved in providing project deliverables within the stated quality, budget, and schedule requirements;
- (g) Provide client references - name, address, phone and e-mail of client contact at working level. Reference checks may be completed at the sole discretion of Canada, and
- (h) Indicate those projects that were carried out in a joint venture and the responsibilities of each of the firms involved in each project.

#### **4.1.2.3 Senior Technical Specialist Expertise and Experience**

1. *What we are looking for:*

A demonstration that the offeror has Senior Technical Specialists with the capability, capacity and expertise to provide the full range of services in each area listed in the Required Services (RS). These personnel should be available to provide senior technical specialist support as required to the core project team personnel identified in Section 1.1.2.4.

2. *What the offeror should provide in this section of the technical proposal:*

Submit one (1) curriculum vitae for each of the eight (8) Senior Technical Specialist categories. Each person on the consultant team may only be designated in one category.

(a) In the upper right hand corner of each CV clearly designate each of the Senior Technical Specialists by one of the following titles, which is consistent with the terminology in the Basis of Payment, located in Annex "B":

- 1. Senior Technical Specialist - Hydrogeology,
- 2. Senior Technical Specialist- Human Health Risk Assessment,
- 3. Senior Technical Specialist- Ecological Risk Assessment,
- 4. Senior Technical Specialist- Remediation,
- 5. Senior Technical Specialist- Archeology,
- 6. Senior Technical Specialist- Oceanography,
- 7. Senior Technical Specialist- Aquatic Biology, or
- 8. Senior Technical Specialist- Terrestrial Biology.

CVs not clearly designated as described above may not be evaluated.

- (b) Identify the personnel's educational background, years of experience, number of years with the firm, and clearly identify where the individual is currently employed;
- (c) Identify relevant experience including the role played by the individual;
- (d) Identify professional accreditations and technical publications related to the provision of services specified in the Required Services; and
- (e) Identify accomplishments, achievements and awards.

#### 4.1.2.4 Project Personnel Expertise and Experience

1. *What we are looking for:*

A demonstration that the offeror has project personnel in-house with the capability, capacity and expertise to provide the full range of required services and deliverables listed in the Required Services (RS). These personnel will form the core project team. The expectation in terms of the number of personnel required to form the core team is in the order of 41 to 46 in order to deliver the Required Services (not including the eight (8) Senior Technical Specialists).

2. *What the offeror should provide in this section of the technical proposal:*

Submit curriculum vitae for project personnel who will perform the work resulting from the individual call-ups. The selection of the project team members should cover the range of expertise and skill sets required to deliver on the provision of services specified in the Required Services (RS);

(a) In the upper right hand corner of each CV, designate each of the project personnel by one of the following six (6) titles, which is consistent with the terminology in the Basis of Payment, located in Annex "B":

1. Senior Project Team Contact,
2. Senior Project Professional,
3. Intermediate Project Professional,
4. Junior Project Professional,
5. Senior Technician/Technologist, or
6. Technician/Technologist.

Only one (1) person may be identified as the Senior Project Team Contact. Each person on the consultant team may only be designated in one (1) category. CVs not clearly designated as described above may not be evaluated.

(b) Identify the personnel's educational background, years of experience, their number of years with the firm, and clearly identify where the individual is currently employed;

(c) Identify relevant experience including the role played by the individual;

(d) Identify professional accreditations and technical publications related to the provision of services specified in the Required Services; and

(e) Identify accomplishments, achievements and awards.

#### 4.1.3 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 offer will be evaluated, in accordance with the following, to establish Technical Ratings:

Criterion	Weight Factor	Rating	Weighted Rating
Team Approach and Management of Services	3.5	0 - 10	0 - 35
Past Experience of Offeror	1.5	0 - 10	0 - 15
Senior Technical Specialist Expertise and Experience	2.0	0 - 10	0 - 20
Project Personnel Expertise and Experience	3.0	0 - 10	0 - 30
<b>Total</b>	<b>10.0</b>		<b>0 - 100</b>

To be considered further, offerors **must** achieve a minimum of fifty percent (50%) of the points available for each of the criteria listed above, plus a minimum overall weighted rating of sixty (60) out of the possible one hundred (100) points available for the rated technical criteria as specified above.

## 4.2 Financial Evaluation

### 4.2.1 Mandatory Financial Criteria

#### 4.2.1.1 Complete Basis of Payment (from Annex "B")

**4.2.1.2** In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to:

(a) Offerors must provide an hourly rate for each listed position. **Failure to insert an hourly rate for each position listed will render your proposal non-responsive.**

(b) The hourly rate provided for each category of personnel will apply to all personnel designated that category on their CV. The upper right hand corner of each CV must clearly indicate a Category of Personnel using the specific terminology provided in the Basis of Payment, attached as Annex "B." CVs not clearly designated as described may not be evaluated as part of the rated requirements.

#### 4.2.2 Rated Financial Evaluation Criteria

### INSTRUCTIONS TO BIDDERS

The Price Offer in the Basis of Payment should be submitted in a separate sealed envelope, with the Offeror's name, Solicitation Number, and "Basis of Payment" typed on the outside.

Price Offers in the Basis of Payment are not to include GST/HST and will be evaluated in Canadian Dollars.

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Offeror's are not to alter or add information to the Price Offer form other than the requested hourly rates. The hourly rates quoted will be for the duration of the Standing Offer period.

Travel and Living Expenses: Travel-related expenses associated with the delivery of services **to any location within Nova Scotia** shall be included in the hourly rates. Actual travel time to and from any location other than the city limits of Halifax, Nova Scotia (defined as all districts within its boundaries), and Sydney, Nova Scotia (defined as Cape Breton Regional Municipality) shall be reimbursed at category rates not to exceed five (5) hours.

**Hourly rates must be provided for each category of personnel or the offer will be considered non-responsive**

**The average price for each category must be progressively lower: Senior Technical Specialists; Senior Project Professionals; Technicians/Technologists and Non-Senior Professionals; and Support Personnel. Failure to meet this requirement will render your offer non-responsive.**

Unless otherwise approved in writing by the Standing Offer Authority, the Contractor undertakes:

(a) To employ only personnel with skill levels appropriate to each task, as defined in the Scope of Work section of each call-up.

(b) To provide a full and comprehensive list of names of each individual to be assigned to a project subject to a call-up, where payment is based on the Time-Based Fee Method, prior to the provision of any services.

## **PRICE CRITERIA**

All Basis of Payment envelopes corresponding to responsive Technical Proposals that have achieved the pass mark of sixty (60) out of the possible one hundred (100) points, and fifty percent (50%) for each criteria will be opened upon completion of the technical evaluation.

To calculate an Offeror's Total Evaluated Price, the average hourly rates for the following groups of personnel will be calculated: Senior Technical Specialists; Senior Project Professionals; Technicians/Technologists and Non-Senior Professionals; and Support Personnel. The average price for these groups of personnel will then be multiplied by a weighting factor ranging from 5% to 60% based on the estimated utilization under the standing offer. The sum of these weighted prices or weighted averages will determine the Total Evaluated Price.

**Example:**

Category of Personnel	Hourly Rate (\$)	Weighting Factor (10%)	Evaluated Price (\$)
Senior Technical Specialist - Hydrogeology	\$105.00		
Senior Technical Specialist - Human Health RA	\$115.00		
Senior Technical Specialist - Ecological RA	\$110.00		
Senior Technical Specialist - Remediation	\$100.00		
Senior Technical Specialist - Oceanography	\$110.00		
Senior Technical Specialist - Archeology	\$100.00		
Senior Technical Specialist - Terrestrial Biology	\$110.00		
Senior Technical Specialist - Aquatic Biology	\$100.00		
<b>Average Price for Senior Technical Specialists</b>	\$106.25	<b>10%</b>	\$10.63
Senior Project Team Contact	\$105.00		
Senior Project Professionals	\$95.00		
<b>Average Price for Senior Project Professionals</b>	\$100.00	<b>25%</b>	\$25.00
Intermediate Project Professionals	\$80.00		
Junior Project Professionals	\$65.00		
Senior Technicians/Technologists	\$60.00		
Technicians/Technologists	\$50.00		
<b>Average Price for Technicians/Technologists and Non-Senior Professionals</b>	\$63.75	<b>60%</b>	\$38.25
Drafting Support Services	\$50.00		
Administrative Support Services	\$35.00		
<b>Average Price for Support Personnel</b>	\$42.50	<b>5%</b>	\$2.13
<b>Total Evaluated Offeror's Price</b>			\$76.01

An average price for all qualifying proposals will be determined by adding the Total Evaluated Prices indicated in qualifying proposals and then dividing the total by the number of prices added.

All price proposals that are greater than twenty-five percent (25%) above the average price will cause their respective complete proposal to be set aside and to receive no further consideration.

Price offers will be rated as follows:

- The lowest price offer receives a Price Rating of 100
- The second, third, and fourth lowest prices receive Price Ratings of 80, 60, 40, and 20, respectively. All other price offers receive a Price Rating of 0.
- On the rare occasions where two (or more) price offers are identical, the matching price offers receive the same rating and the corresponding numbers of following ratings are skipped.



## 2. Basis of Selection

Total Scores will be established in accordance with the following:

Rating	Possible Range	% of Total Score	Score (Points)
Technical Rating	0 – 100	90	0 – 90
Price Rating	0 – 100	10	0 – 10
<b>Total Score</b>		<b>100</b>	<b>0 - 100</b>

The offers will be ranked in order from the highest to the lowest using the total score (technical plus price). The offerors submitting the highest ranked offers will be recommended for issuance of a Regional Individual Standing Offer (RISO). In the case of a tie, the offeror submitting the lower price for the services will be selected. Canada reserves the right to issue up to four (4) RISOs.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

#### **Additional Certifications Required Precedent to Issuance of a Standing Offer**

The certifications listed in Annex "C" should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

#### **5.2.3.2 Status and Availability of Resources**

SACC Manual clause M3020T **(2016-01-28)** Status of Availability of Resources - Offer.

SACC Manual clause M3020C **(2016-01-28)** Status of Availability of Resources - 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 Required Services (Statement of Work) found at Annex "A."

#### **6.2 Security Requirements**

##### **Security Requirement (*if applicable*)**

Offerors shall take note of, and comply with, any security requirement which may be stipulated as a requirement of any call-ups resulting from this standing offer. If security is required, employees and staff of the Offeror and other members of the Contractor's Team involved in the project implementation must either be in possession of, or agree to apply for, a valid, appropriate level of personnel security screening that may be required under the provisions of the Request for Standing Offer.

If security screening is required, each person involved in the project implementation must hold such security screening prior to the commencement of any work.

In all contractual arrangements with persons who are to be employed in the performance of the work, the successful Offeror shall make provision for the performance of any obligation that may be imposed upon the Offeror under the provisions of this clause.

#### **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>) issued by Public Works and Government Services Canada.

##### **6.3.1 General Conditions**

2005 (2017-06-21) 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 two (2) years from the date of issuance.

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## **6.5 Authorities**

### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Patricia Chaulk  
Contracting Officer  
Public Works and Government Services Canada (PWGSC)  
Acquisitions Branch  
Real Property Contracting  
P.O. Box 4600  
10 Barter's Hill  
St. John's, NL A1C 5T2

Telephone: (709) 772-8357  
Facsimile: (709) 772-4603  
E-mail address: Patricia.Chaulk@pwgsc-tpsgc.gc.ca

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

### **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 *(to be completed by the Offeror)***

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

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

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

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

## **6.6 Proactive Disclosure of Contracts with Former Public Servants (A3025C)**

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: Environmental Services, Public Works and Government Services Canada.

## 6.8 Call-up Procedures

The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User.

### 6.8.1 Ideal Distribution

**6.8.1.1** Work will be called-up as follows:

a) The Project Authority will establish the scope of work to be performed. For each individual call-up, firms will be considered using a computerized distribution system. This system will track all call-ups assigned to each firm and will maintain a running total of the Value of Business Distributed. The system will contain for each firm an Ideal Business Distribution percentage which has been established as follows: 30% of the business for the top ranked firm, 27% for the 2nd, 24% for the 3<sup>rd</sup> and 19% for the 4<sup>th</sup>. In the event fewer than four (4) firms are successful, the work distribution will be modified in similar proportions. Work will be distributed between the firms with the goal of maintaining the ideal business distribution while considering efficiencies for the Government of Canada.

The following table is provided as an example only:

Consultants	Ideal Business Distribution	Value of Business Distributed	Current Business Distribution	Variation from Ideal
Top Ranked	30%	243,000	37.3%	7.3%
2nd ranked firm	27%	210,000	32.2%	5.2%
3rd ranked firm	24%	115,000	17.6%	-6.4%
4th ranked firm	19%	84,000	12.9%	-6.1%
Total:	100%			
<b>Value of all Business Distributed</b>		652,000	100%	

The Current Business Distribution is the current percentage, of the Value of All Business Distributed, that a firm has received in relation to the other firms. The Variation from the Ideal is the difference between the Current Business Distribution and Ideal Business Distribution, and represents how far the firm is over or under its Ideal Business Distribution. The firm who has the largest negative difference will be the firm who will be considered for the next call-up. In the above example that would be the 3rd ranked firm. Where very large volumes of work are being managed, multiple call-ups may be divided between consultants to group similar types of projects (by client, task or project manager) to improve efficiency; however, the overall goal is to achieve the ideal business distribution, except as noted below.

The dollar amount assigned in the distribution system will be made up of the most accurate dollar amount available. An estimate of the value of the required services will be used when selecting the firm. The estimate will be adjusted to the actual call-up dollar amount and further adjusted to include any amendments, if applicable.

### **Exceptions to the above distribution system:**

In the following circumstances, consultants may not achieve their Ideal Business Distribution:

1. The firm is currently providing unsatisfactory service; or
2. The firm has recently provided unsatisfactory service and has not yet sufficiently demonstrated that it has addressed outstanding issues.

Each firm will be monitored and evaluated on an ongoing basis during the standing offer period. Formal written feedback may be provided to the firms. Verbal feedback will occur frequently and written comments are normally provided with each submitted report, however, firms must take responsibility for monitoring their own commitments with respect to deliverables.

The purpose of the monitoring is to ensure that firms are meeting their commitments with respect to delivery of service. Three factors will be evaluated and rated: cost effectiveness, timeliness and quality. Should a firm be not capable of taking on additional work, as evidenced by a lack of ability to deliver services on previous or current call-ups or as described above, it will not be considered for additional call-ups at that time. Canada reserves the right to apply other remedial action if unsatisfactory performance is continued.

Examples of an unsatisfactory level of service are: schedules not being met repeatedly; or quality control problems causing significantly reduced cost effectiveness.

In order to be moved back into the call-up process, a firm will need to demonstrate to the Departmental Representatives that it has corrected outstanding problems and resolved issues that caused the problems. Periods during which firms are not meeting their commitments may result in the Ideal Business Distribution being permanently altered as a result of inactivity. However, firms that occasionally turndown work due to other commitments will not be penalized.

**b)** The firm will submit an offer to the Project Authority in accordance with the fixed hourly rates established under the Standing Offer. The offer shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the work, as well as an estimate of proposed disbursements, if applicable.

**c)** For the preparation of bilingual documents, the firm would 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.

**6.8.1.2** The firm will be authorized by the Identified User to proceed with the work by issuance of a Call-up against the Standing Offer.

**6.8.1.3** Any proposed changes to the scope of work are to be discussed with the Project Authority but any resulting changes can only be authorized by an amendment issued by the Identified User.

## **6.9 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives 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. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)or
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

#### 6.10 Limitation of Call-ups

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

#### 6.11 Financial Limitation (M4506C)

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$6,900,000.00** (*Applicable Taxes included*) (which will be apportioned upon issue of standing offers in accordance with section 6.8.1 - Ideal Distribution) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### 6.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (**2017-06-21**), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2035 (**2018-06-21**), General Conditions - Higher Complexity - Services;



- e) Annex "A" - Required Services (Statement of Work);
- f) Annex "B" - Basis of Payment;
- g) Annex "C" - Certifications;
- j) 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*).

## **6.13 Certifications and Additional Information**

### **6.13.1 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.

### **6.13.2 SACC Manual Clauses**

SACC Manual clause M3020C **(2016-01-28)**, Status and Availability of Resources.

SACC Manual clause M3800C **(2006-08-15)**, Estimates

## **6.14 Applicable Laws**

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

## **6.15 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## **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**

2035 (2018-06-21) General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Section 17 Interest on Overdue Accounts, of (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

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

### **6.4 Proactive Disclosure of Contracts with Former Public Servants (A3025C)**

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 Basis of Payment**

The contractor will be paid its costs reasonably and properly incurred in the performance of the Work in accordance with Annex "B" – Basis of Payment, attached herein.

**6.5.1.1** The fee to be paid to the Contractor for the Work 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 Project Authority and the Contractor.

(b) Time Based Fee to an Upset Limit:

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

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Time incurred by the Contractor in discussing potential call-ups is not to be a direct charge to the Standing Offer.

**6.5.1.2** The following costs shall be included in the fees required to deliver the Contractor's work and shall not be reimbursed separately;

- Any and all printing costs (including report production)
- Any and all cell phone charges.
- All standard field equipment and material expenses, including but not limited to cameras, interface probes, survey equipment, GPS, sample jars, filters, gloves, ice, safety equipment (e.g. PPE, floater suits), soil gas detectors, low flow sample equipment, tubing, foot valves, buckets and coolers.
- Standard office expenses, such as any photocopying, computer costs, Internet, long distance telephone and fax, including that between the Contractor's main office and branch offices or between the Contractor's offices and other team members offices;

Travel-related expenses associated with the delivery of services in Nova Scotia, including but not limited to:

- Meals;
- Accommodations;
- Transportation;
- Rental vehicles;
- Kilometric rates;
- Presentation material;
- Parking fees;
- Taxi charges; and
- Local project office

### **6.5.3 Disbursements**

**6.5.3.1** Disbursements shall be Project related and shall not include expenses that are related to the normal operation of the Contractor's business. The amounts payable shall not exceed the amount entered in the call-up, without the prior authorization of the Project Authority.

**6.5.3.2** The following disbursements incurred by the Contractor that are related to the Work and approved by the Project Authority shall be reimbursed to the Contractor at actual cost:

**6.5.3.2.1** Transportation costs for material samples and models, courier and delivery charges;

**6.5.3.2.2** Other disbursements made with prior approval and authorization of the Project Authority.

All payments are subject to Government Audit.

### **6.5.2 Limitation of Price**

*SACC Manual* clause C6000C (2017-08-17) Limitation of Price

### 6.5.3 Monthly Payment

SACC Manual clause H1008C (2008-05-12), Monthly Payment.

### 6.5.4 SACC Manual Clauses

SACC Manual clause A9117C (2007-11-30), T1204 - Direct Request by Customer Department.

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

## 6.6 Invoicing Instructions

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

**6.6.2** Invoices must be distributed as follows: The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**6.6.3** For prompt processing of invoices, include the following information on each invoice submitted for payment:

- (a) Standing Offer Call-up Number;
- (b) PWGSC project number;
- (c) Invoicing period - with dates;
- (d) Work done to justify invoice (short narrative) for services provided;
- (e) Summary of costs as follows:
  - i) Total of this invoice (1) Fees + HST/GST = Total
  - ii) Total of previous invoices (2) Fees + HST/GST = Total
  - iii) Total invoiced to date (1+2) = (3) Fees + HSTGST = Total
  - iv) Approved budget (4) Fees + HST/GST = Total
- (f) Summary of all travel related expenses broken down by the nine (9) travel categories as determined by Treasury Board (air, rail, rental motor vehicle, accommodation, meals, incidentals and other costs, taxi, personal motor vehicle and other transportation costs.)

**6.6.4** Include with each invoice for authorized disbursements, receipt of original invoices (or legible copies if originals cannot be supplied) for all items claimed.

**6.6.5** Backup documentation is required for fees, disbursements and travel costs.

## 6.7 Insurance Requirements (G1001C)

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the

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insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## **6.8 SACC Manual Clauses**

SACC Manual clause A9068C **(2010-01-11)**, Government Site Regulations.

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**ANNEX "A"**

**REQUIRED SERVICES  
(STATEMENT OF WORK)**

**(8 pages, as attached)**

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## **REQUIRED SERVICES (RS)**

### **RS 1 Introduction**

- RS 1.1 General Objectives
- RS 1.2 Roles and Responsibilities
- RS 1.3 Coordination with PWGSC
- RS 1.4 Project Response Time Requirements
- RS 1.5 Official Languages
- RS 1.6 Work Location
- RS 1.7 Media
- RS 1.8 Conflict of Interest
- RS 1.9 Exclusions

### **RS 2 Scope of Services**

- RS 2.1 Required Services

## REQUIRED SERVICES (RS)

### RS 1 INTRODUCTION

#### RS 1.1 GENERAL OBJECTIVES

The following describes required services for various environmental projects to be undertaken in **Nova Scotia** during a two year period from the date of issue of the standing offer and call-up authority.

The services rendered will be in support of the PWGSC - Atlantic Region, Environmental Services, herein referred to as the Project Authority. Individual call-ups will provide support to the Project Authority and may include one or more of the Required Services listed in RS 2 related to environmental consulting services. Offerors shall be able to provide expertise in all of the Required Services listed in RS 2.

Environmental consulting services provided to PWGSC must be complete in that they must identify all major issues that will have a significant impact on the project. This will promote a surprise-free environment that will enhance the success of project implementation.

PWGSC will issue call-up against standing offers for the provision of environmental services on federally owned properties. The types of environmental services that will be required are presented in RS 2.

All environmental consulting activities will be carried out in accordance with applicable federal, provincial, and local legislation, and national and international environmental assessment standards and procedures. Any required job specific standards will be specified at time of call-up.

For any or all of the Required Services listed in RS 2 the Consultant shall:

- As required, attend or chair project status meetings during the life of a project and prepare and distribute minutes in a timely fashion;
- Submit weekly project progress reports or monthly detailed project progress reports as required by the Project Authority.

The schedule for the delivery of services will be determined at the time of each individual call-up.

#### RS 1.2 ROLES AND RESPONSIBILITIES

##### RS 1.2.1 PROJECT AUTHORITY

1. The Project Authority, as determined on a project by project basis, has overall responsibility for the progress of the project, including management, administration and coordination of the activities as set out in this document.



## **RS 1.2.2 CONSULTANT**

1. The Consultant shall establish and maintain, throughout the duration of each project, a team capable of effectively delivering the services described in this document.
2. The Consultant shall deliver the project within the time frame and assigned project budget in accordance with the approved plan agreed to by the Project Authority.
3. Upon execution of the call-up, the Consultant shall be responsible for producing all work described in the call-up document, in a conscientious and professional manner.
4. The Consultant shall coordinate project requirements with any other work or activities that may be underway at a particular project site.
5. The following are the expected roles and responsibilities of each category of personnel required under this standing offer:

Senior Technical Specialist: The Senior Technical Specialist's role is, as required and within their field of specialty, to provide technical guidance, ensure quality control, prepare work plans, conduct assessments, prepare reports, and conduct peer reviews. They are responsible for providing technical support, as required, to the project team.

Senior Project Contact: The Senior Project Contact role is to be the prime contact with the PWGSC Project Authority(s) overseeing all programs and projects under the standing offer. Responsibilities would include the overall management and control of all schedules, budgets, quality issues and deliverables. The Senior Project Contact should have a mix of strong communication skills, strong organizational skills, solid technical background, ability to make things happen, ability to lead projects outside their areas of expertise, and a willingness to be responsible for the firm's overall program under the standing offer.

Senior Project Professional: The role of the Senior Project Professional is to either manage projects and/or provide senior level technical assistance to the project team. The projects undertaken would often involve difficult or complex aspects. The Senior Project Professional is likely a generalist rather than a specialist and therefore involved in a wider range of projects than a Senior Technical Specialist. Responsibilities would include providing senior reviews and quality control assurance

Intermediate Project Professional: The Intermediate Project Professional manages most routine projects and/or provides technical assistance to the project team. Responsibilities would normally include managing routine projects and/or providing specialized technical assistance to the project team. It would also normally include assisting with quality assurance.

Junior Project Professionals: The Junior Project Professional conducts and manages tasks as directed by the project manager, assists in report preparation and may prepare routine reports for review by senior staff. Responsibilities are normally limited to specific tasks or portions of a project.

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**Senior Technician/Technologist:** The Senior Technician/ Technologist's role is to manage the field programs of projects involving difficult or complex aspects under the direction of the project manager. They may also be involved in preparing routine reports or assessments. Responsibilities would normally include the development of work plans and health and safety plans, overseeing difficult or complex field programs and some reporting.

**Technicians/Technologists:** Conducts field programs under the direction of the project manager including but not limited to subsurface investigations (i.e. test pits, monitoring wells), sampling for various media (i.e. soil, sediment, groundwater) for potential contaminants as well as measuring, observing and recording field information. Responsible for following work plans including health and safety plans as directed by the project manager.

### **RS 1.3 COORDINATION WITH PWGSC**

The Consultant shall:

1. Carry out services in accordance with approved documents and directions given by the Project Authority.
2. Correspond only with the Project Authority at the times and in the manner dictated by the Project Authority. The Consultant shall not communicate with the client department unless so authorized in writing by the Project Authority.
3. Ensure all communications carry PWGSC's Project Title and Project Number.
4. Advise the Project Authority of any changes that may affect schedule or budget or are inconsistent with instructions or written approvals previously given. The Consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.

### **RS 1.4 PROJECT RESPONSE TIME REQUIREMENTS**

1. It is a requirement of all projects undertaken pursuant to this Request for Standing Offer that the prime consultant and its proposed sub-consultants shall be personally available to attend meetings and respond to inquiries within 4 hours of the Project Authority's request, in the locality of the place of the work, from the date of call-up until completion of the project.
2. The Consultant must be able to demonstrate the availability of adequate resources within their proposed team(s) to deliver the scope of required services outlined in Section RS 2 of this Request for Standing Offer in a timely fashion.

### **RS 1.5 OFFICIAL LANGUAGES**

The Consultant must be capable of providing the full range of required services in English. A small number of requirements may require that the Consultant provide services in French.

## **RS 1.6 WORK LOCATION**

The Consultant will utilize their own offices and equipment, including a computer with PWGSC compatible software, E-mail, and cell phone for the provision of the services.

The Department may provide access to a PWGSC hoteling station with a phone and computer for limited use by the Consultant, excluding use of the PWGSC E-mail system.

## **RS 1.7 MEDIA**

The Consultant shall not respond to requests for project related information or questions from the media. Such inquiries are to be directed to the Project Authority.

## **RS 1.8 CONFLICT OF INTEREST**

The Consultant must declare any real, potential or perceived conflict of interest to the Project Authority prior to accepting a call-up for the provision of the services described herein.

## **RS 1.9 EXCLUSIONS**

The Consultant role **excludes**:

- Financial commitments or signing authority as per the *Financial Administration Act*;
- Architectural or Engineering design services;
- Participation in the RFP Evaluation Board of Consultant or Contractor Bid Documents;
- Competition for services as a consultant or sub-consultant for a project that is the result of the provision of project management services by the Consultant. This restriction shall also apply if the Consultant is involved in the development of a Project brief, a Request for Proposal or similar documents for such a project. A Consultant with whom PWGSC has a Standing Offer arrangement is free to decline an individual call-up if the Consultant is interested in pursuing future commissions for such project.
- Provision of Project Management Services on a project where the consultant has or is providing Architectural or Engineering consultant services under a separate agreement.

## **RS 2 SCOPE OF SERVICES**

### **RS 2.1 REQUIRED SERVICES**

Environmental Studies will be conducted in accordance with current industry standards. Call-ups may include any or all of the following activities in part or full. Specific services will be identified in each call-up. PWGSC provides environmental services related to real property management in three primary areas:

- Contaminated Sites Assessment, Management and Remediation
- Compliance Related Work, Sustainability Services and Environmental Management Systems
- Environmental Impact Assessment, Related Permitting and Studies

#### Contaminated Sites Assessment, Management and Remediation

PWGSC provides phased environmental site assessment services for a number of federal departments. These assessments may then be followed up with human health and/or ecological risk assessments, risk management plans, remedial action plans, remedial action plan implementation, ambient air quality monitoring, and closure/monitoring activities. One service sometimes provided that doesn't fit clearly into any one area is hydrogeology which may be related to contaminated sites or water resources studies.

#### Compliance Related Work, Sustainability Services and Environmental Management Systems

PWGSC provides compliance related work including general building related environmental auditing, storage fuel tank compliance, halocarbon compliance auditing, and waste auditing and related management plans. In addition, PWGSC provides Sustainability services including conducting energy efficiency and renewable energy studies, greenhouse gas emissions / carbon inventory studies and assessing and providing recommendations regarding climate change impacts and adaptation of projects. As well, PWGSC provides Environmental Management Systems Support (development, maintenance, auditing).

#### Environmental Impact Assessment, Related Permitting and Studies

PWGSC provides environmental assessment and permitting consulting services for a number of federal departments. These assessments and permits include the requirements under Section 67 of CEAA 2012, Serious Harm Authorisation under the Fisheries Act, Navigation Protection Authorisation under the Navigation Protection Act, provincial environmental assessments and other provincial permits, as well as the recommendations on the necessity of a follow-up program, and/or mitigation monitoring, and carrying-out follow-up program and/or mitigation monitoring. Also included in the planning of the projects are marine and soil sampling, habitat surveys, coastal studies, and determination on potential interactions with First Nations and archeological resources.

The following are some of the relevant federal and provincial protocols and guidelines for completing various environmental services:

- Atlantic RBCA (Risk-Based Corrective Action), for Petroleum Impacted Sites In Atlantic Canada, Version 3 User Guidance (updated 2012)
- Phase I Environmental Site Assessment Information Product, CSA Z768-01(R2006).

- Environmental Code of Practice for Aboveground and Underground Storage Tank Systems Containing Petroleum and Allied Petroleum Products, PN 1326, CCME, 2003.
- Canadian Environmental Quality Guidelines, CCME, 1999 and their respective updates.
- Guidance Manual on Sampling , Analysis, and Data Management for Contaminated Sites: Volume 1: Main Report(1993); Volume 2: Analytical Method Summaries, CCME 1993.
- National Classification System for Contaminated Sites, PN 1403, CCME, 2008.
- Subsurface Handbook for Contaminated Sites, CCME, 1994.
- National Guidelines for Decommissioning Industrial Sites, CCME, 1991.
- Guidance Manual for Developing Site-specific Soil Quality Remediation Objectives for Contaminated Sites in Canada, CCME, 1996.
- A Framework for Ecological Risk Assessment: General Guidance, CCME, 1996.
- A Framework for Ecological Risk Assessment at Contaminated Sites in Canada: Review and Recommendations, Environment Canada, 1994.
- Guidance on Human Health Preliminary Qualitative Risk Assessment (PQRA), version 2.0, Sep 2010, 2012 update.
- Guidelines for Environmental Auditing: Statement of Principles and General Practices, CSA Z751-94, 1994.
- PWGSC 5-Phase Water Management Protocol, PWGSC, January 1997.
- PWGSC "The Environmentally Responsible Construction and Renovation Handbook" January 2012.
- PWGSC National 5 Phase Solid Waste Management Protocol, June 1996.
- Guidelines to ISO 14001, CSA Z825, 2004.
- *Canadian Environmental Protection Act* and its various regulations (eg Federal Halocarbons and Storage Tanks).
- Guidance document on the Management of Contaminated Sites in Canada, CCME, 1997.
- Federal Contaminated Sites Action Plan (FCSAP) Ecological Risk Assessment Guidance, EC Pacific, March 2012.
- Federal Contaminated Site Risk Assessment in Canada: Supplemental Guidance on Human Health Risk Assessment for Country Foods (HHRA Foods) , HC, 2010.
- Federal Contaminated Site Risk Assessment in Canada, Part VII: Guidance For Soil Vapour Intrusion Assessment At Contaminated Sites, HC, 2010.
- Federal Contaminated Site Risk Assessment in Canada, Part II: Health Canada Toxicological Reference Values (TRVs) and Chemical-Specific Factors, Version 2.0 HC, 2010.
- Federal Contaminated Site Risk Assessment in Canada, Part VI: Guidance on Human Health Detailed Quantitative Radiological Risk Assessment (DQRARAD) , HC, 2010.
- Federal Contaminated Site Risk Assessment in Canada, Part V: Guidance on Human Health Detailed Quantitative Risk Assessment for Chemicals (DQRACChem), HC, 2010.
- Federal Contaminated Sites Action Plan (FCSAP) Ecological Risk Assessment Guidance Module C: Standardization of Wildlife Receptor Characteristics EC, Pacific, 2012.
- FCSAP Supplemental Guidance for Ecological Risk Assessment Selection or Development of Site-specific Toxicity Reference Values, EC Pacific, 2010.
- Guidance document on Federal Interim Groundwater Quality Guidelines for Federal Contaminated Sites, 2010, updated 2012.
- Canada Wide Standards for Petroleum Hydrocarbons in Soil, 2008.
- Principles and Guidelines for Ecological Restoration in Canada's Protected Natural Areas, Parks Canada, 2007.

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- Public Involvement Planning Tool, HC, 2011
  - A Guide to Involving Aboriginal Peoples in Contaminated Sites Management , HC, 2010.
  - *Canadian Environmental Assessment Act* 2012, Designated Project List.
  - Reference Guide for Addressing Cumulative Environmental Effects, CEA Agency, 1994.
  - Reference Guide for Determining Whether a Project is Likely to Cause Significant Adverse Environmental Effects, CEA Agency, 1994.
  - Reference Guide for Assessing Environmental Effects on Physical and Cultural Heritage Resources, CEA Agency, 1996.
  - Public Participation Guide, CEA Agency 2008, Aboriginal Consultation.
  - *Environment Act*, NS
  - *Special Places Protection Act*, NS
  - *Species At Risk Act*
  - Habitat Conservation and Protection Guidelines, Second Edition, DFO (1998).
  - Methods for Collecting Benthic Invertebrate Samples as Part of the National Water-Quality Assessment Program, USGS
  - Migratory Bird Populations Division – Surveys
  - Guidance Document on Collection and Preparation of Sediments for Physicochemical Characterization and Biological Testing, Environment Canada, December 1994.

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**ANNEX "B"**

**BASIS OF PAYMENT**

***(2 page, as attached)***

## ANNEX "B" - BASIS OF PAYMENT

**Name of Offeror:** \_\_\_\_\_

**Travel and Living Expenses:** Travel-related expenses associated with the delivery of services **to any location within Nova Scotia** shall be included in the hourly rates. Actual travel time to and from any location other than the city limits of Halifax, Nova Scotia (defined as all districts within its boundaries), and Sydney, Nova Scotia (defined as Cape Breton Regional Municipality) shall be reimbursed at category rates not to exceed five (5) hours.

**Hourly rates must be provided for each category of personnel or the offer will be considered non-responsive**

**The average price for each category must be progressively lower: Senior Technical Specialists; Senior Project Professionals; Technicians/Technologists and Non-Senior Professionals; and Support Personnel. Failure to meet this requirement will render your offer non-responsive.**

**Please refer to Part 4: Section 4.2.2 for Instructions to Bidders**

Category of Personnel	Hourly Rate (\$)	Weighting Factor (10%)	Evaluated Price (\$)
Senior Technical Specialist - Hydrogeology			
Senior Technical Specialist - Human Health RA			
Senior Technical Specialist - Ecological RA			
Senior Technical Specialist - Remediation			
Senior Technical Specialist - Archeology			
Senior Technical Specialist - Oceanography			
Senior Technical Specialist - Aquatic Biology			
Senior Technical Specialist - Terrestrial Biology			
<b>Average Price for Senior Technical Specialists</b>		<b>10%</b>	
Senior Project Team Contact			
Senior Project Professionals			
<b>Average Price for Senior Project Professionals</b>		<b>25%</b>	
Intermediate Project Professionals			
Junior Project Professionals			
Senior Technicians/Technologists			
Technicians/Technologists			
<b>Average Price for Technicians/Technologists and Non-Senior Professionals</b>		<b>60%</b>	
Drafting Support Services			
Administrative Support Services			
<b>Average Price for Support Personnel</b>		<b>5%</b>	
Total Evaluated Offeror's Price			

**All categories must be completed or the offer will be considered non-responsive**



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**Name of Offeror:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

\_\_\_\_\_

**Signature of Offeror or Joint Venture Offerors**

.....  
signature

.....  
signature

.....  
capacity

.....  
capacity

.....  
**END OF PRICE OFFER FORM**

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## **ANNEX "C"**

### **CERTIFICATIONS**

***(4 pages, as attached)***



## **2. Language of Services Offered**

The Offeror certifies that it has the language capability required to perform the Work, as stipulated in the Required Services (Statement of Work) in Annex "A."

### **Capability to provide services in both official languages:**

The Offeror is able to provide full services as described herein in English:

☐ Yes  
☐ No

The Offeror is able to provide full services as described herein in French:

☐ Yes  
☐ No

By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete

## **3. Status and Availability of Resources (M3020T)**

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.

## **4. Education and Experience (M3021T)**

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.

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## 5. **Former Public Servant (M3025T)**

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

### **Definitions**

For the purposes of this clause,

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

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

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

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

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

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

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

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### ***Work Force Adjustment Directive***

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

If so, the Offeror must provide the following information:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

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**ANNEX "D"**

**INSURANCE REQUIREMENTS**

***(3 pages, as attached)***

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**ANNEX "D"**

**INSURANCE REQUIREMENTS**

**1. Commercial General Liability Insurance (G2001C)**

**1.1.** 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.

**1.2.** 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 Insured: 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.



## **2. Automobile Liability Insurance (G2020C)**

**2.1** The Contractor must obtain Automobile 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.

**2.2** The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## **3. Errors and Omissions Liability Insurance (G2002C)**

**3.1** The Contractor must obtain Errors and Omissions Liability (a.k.a. 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 loss and in the annual aggregate, inclusive of defence costs.

**3.2** 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.

**3.3** The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## **4. Environmental Impairment Liability Insurance (G2040C)**

**4.1** The Contractor must obtain **Contractors Pollution 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.

**4.2** 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.

**4.3** The **Contractors Pollution 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 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.
- f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
- g. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

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

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

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

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