



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver, BC V6Z 0B9

Bid Fax: (604) 775-7526

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT.

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region

219 - 800 Burrard Street

800, rue Burrard, pièce 219

Vancouver, BC V6Z 0B9

| | |
|--|--|
| Title - Sujet Contaminated Sites Risk Assessment | |
| Solicitation No. - N° de l'invitation EZ897-191436/A | Date 2019-05-24 |
| Client Reference No. - N° de référence du client EZ897-191436 | |
| GETS Reference No. - N° de référence de SEAG PW-\$VAN-582-8597 | |
| File No. - N° de dossier VAN-9-42022 (582) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-07-08 | Time Zone Fuseau horaire Pacific Daylight Saving Time PDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Lee, Hilda | Buyer Id - Id de l'acheteur van582 |
| Telephone No. - N° de téléphone (604) 764-6053 () | FAX No. - N° de FAX (604) 775-7526 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 219-800 BURRARD ST. VANCOUVER British Columbia V6Z0B9 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

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

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

REQUEST FOR PROPOSAL
CONTAINMATED SITES RISK ASSESSMENT SERVICES - BC & YT

TABLE OF CONTENTS

| | |
|---|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1.1 INTRODUCTION..... | 3 |
| 1.2 SUMMARY | 3 |
| 1.3 DEBRIEFINGS | 4 |
| PART 2 - BIDDER INSTRUCTIONS | 4 |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS..... | 4 |
| 2.2 SUBMISSION OF BIDS..... | 6 |
| 2.3 FORMER PUBLIC SERVANT..... | 6 |
| 2.4 ENQUIRIES - BID SOLICITATION..... | 8 |
| 2.5 APPLICABLE LAWS..... | 8 |
| 2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD | 9 |
| 2.7 BIDDER'S CONFERENCE..... | 9 |
| 2.8 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY | 9 |
| PART 3 - BID PREPARATION INSTRUCTIONS..... | 9 |
| 3.1 BID PREPARATION INSTRUCTIONS | 9 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 11 |
| 4.1 EVALUATION PROCEDURES..... | 11 |
| 4.2 BASIS OF SELECTION..... | 12 |
| PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION | 12 |
| 5.1 CERTIFICATIONS REQUIRED WITH THE BID | 12 |
| 5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 12 |
| PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS | 14 |
| 6.1 SECURITY REQUIREMENTS | 14 |
| 6.2 FINANCIAL CAPABILITY | 14 |
| 6.3 INSURANCE REQUIREMENTS | 14 |
| PART 7 - RESULTING CONTRACT CLAUSES | 15 |
| 7.1 STATEMENT OF WORK..... | 15 |
| 7.2 STANDARD CLAUSES AND CONDITIONS..... | 19 |
| 7.3 SECURITY REQUIREMENTS | 19 |

| | | |
|--|---|----|
| 7.4 | TERM OF CONTRACT | 20 |
| 7.5 | AUTHORITIES | 20 |
| 7.6 | PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS | 21 |
| 7.7 | PAYMENT | 21 |
| 7.8 | INVOICING INSTRUCTIONS | 23 |
| 7.9 | CERTIFICATIONS AND ADDITIONAL INFORMATION..... | 23 |
| 7.10 | APPLICABLE LAWS..... | 24 |
| 7.11 | PRIORITY OF DOCUMENTS | 24 |
| 7.12 | FOREIGN NATIONALS (CANADIAN CONTRACTOR OR FOREIGN CONTRACTOR)..... | 24 |
| 7.13 | INSURANCE OR INSURANCE REQUIREMENTS..... | 24 |
| 7.14 | COMPREHENSIVE LANDCLAIMS AGREEMENTS | 25 |
| 7.15 | SACC MANUAL CLAUSES | 25 |
| ANNEX A | | 26 |
| STATEMENT OF WORK | | 26 |
| ANNEX B | | 32 |
| BASIS OF PAYMENT | | 32 |
| ANNEX C | | 36 |
| SECURITY REQUIREMENTS CHECK LIST | | 36 |
| ANNEX D TO PART 3 OF THE BID SOLICITATION | | 37 |
| ELECTRONIC PAYMENT INSTRUMENTS..... | 37 | |
| ANNEX E TO PART 5 OF THE BID SOLICITATION | 38 | |
| FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION..... | 38 | |
| ANNEX F | 40 | |
| INSURANCE REQUIREMENTS..... | 40 | |
| ANNEX G | 44 | |
| TASK AUTHORIZATION FORM PWGSC-TPSGC 572 OR DND 626 TASK AUTHORIZATION FORM | 44 | |
| ANNEX H | 45 | |
| EVALATIONCRITERIA AND BASIS OF SELECTION | 45 | |
| ANNEX I | 54 | |
| FEDERALCONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION..... | 54 | |
| FORM 1 | 56 | |
| BIDDER'S SUBMISSION INFORMATION | 56 | |

There are two (2) separate solicitation documents on BuyandSell.gc.ca for this requirement: Solicitation. EZ897-191436/A aimed at the Contaminated Risk Assessment Services and EZ897-191436/B under the Procurement Strategy for Aboriginal Business set-aside program. Offerors that are eligible under the Aboriginal set-aside may also choose as well to make an offer for the open requirement. In this case, they must submit separate offer packages for each.

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, Security Requirements, the Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form and any other annexes.

1.2 Summary

1.2.1 Public Services and Procurement Canada (PSPC), on behalf of the Environmental Services section of the Professional & Technical Service (PTS) Directorate of PSPC, has a requirement to establish up to five competitive Contracts with Task Authorization to provide Contaminated Sites Risk Assessment Services. Services are to be performed in British Columbia and the Yukon on federal sites or adjacent offsite properties using federal, provincial, and territorial standards. Services will include: program management, project management, field work, reporting, and technical services. Technical Services includes using federal, provincial, or territorial methods, guidelines, protocols, and procedures for: data gap analysis, background concentration studies, site-specific standards, risk management, monitored natural attenuation, human health and ecological risk assessments (screening level, preliminary, detailed), federal scoring and liability estimates, and other associated services.

Canada intends to issue five Task Authorization Contracts for a total of \$20,000,000 (GST included). The period of the Task Authorization Contracts will be three years from Contract award.

1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2.3 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 Trade Agreement (CETA), the Canadian Free Trade Agreement (CFTA), and the Free Trade Agreements with Canada-Chile, Canada-Columbia, Canada-Honduras, Canada-Korea, Canada-Panama, Canada-Peru and Canada - Ukraine.

1.2.4 This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- CAFN: Champagne and Aishihik First Nations Final Agreement
- CTFN: Carcross/Tagish First Nation Final Agreement
- FNNND: First Nation of Nacho Nyak Dun Final Agreement
- KDFN: Kwanlin Dun First Nation Final Agreement
- KFN: Kluane First Nation Final Agreement
- LSCFN: Little Salmon/Carmacks First Nation Final Agreement
- SFN: Selkirk First Nation Final Agreement
- TH: Tr'ondek Hwech'in Final Agreement
- TKC: Ta'an Kwach'an Council Final Agreement
- TTC: Teslin Tlingit Council Final Agreement
- VGFN: Vuntut G'wich'in First Nation Final Agreement
- Gwich'in Comprehensive Land Claim Agreement

The Comprehensive Land Claims Agreements of up to twelve (12) Yukon First Nations may apply to this procurement, depending on where the services will be provided.

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, including areas subject to Comprehensive Land Claims Agreements.

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

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:
subsection 2. is deleted entirely and replaced with the following:

2. epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

or, if applicable, the email address identified in the bid solicitation.

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
- e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;

- vii. security of bid data; or,
- viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 180 days

2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

Bid Receiving Unit
Public Services and Procurement Canada
800 Burrard Street, Room 219
Vancouver, B.C. V6Z 0B9
TPSGC.RPReceptiondessaoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: **604-775-7526**

2.3 Former Public Servant

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

the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date 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 - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **fourteen (14)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 Bidders.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **fourteen (14)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bidders' Conference

A bidders' conference will be held at **800 Burrard Street, Vancouver, BC V6Z 0B9 on June 10th, 2019**. The conference will begin at **10:00 PDT, in Room 1902**. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative. Webex or Conference call options are available.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to **Julien Bertrand (julien.bertrand@pwgsc-tpsgc.gc.ca)**, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than **June 3rd, 2019 16:00 PDT**.

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

2.8 Basis for Canada's Ownership of Intellectual Property

Public Works and Government Services Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#):

- 2.8.1 Where the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid

Section III: Certifications
Section IV: Additional Information

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)
Section II: Financial Bid (2 hard copies)
Section III: Certifications (2 hard copies)

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

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

The detailed point rated requirements for this bid solicitation are laid out in Annex H, Evaluation Criteria and Basis of Selection.

Section II: Financial Bid

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately, if applicable.

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

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “E” Electronic Payment Instruments, to identify which ones are accepted.

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.4 SACC Manual Clauses

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex H.

4.1.2 Financial Evaluation

Bidders will be assessed based on the information provided, as per Annex B - Basis of Payment, in accordance with the procedure set out in Annex H – Financial Evaluation.

4.1.2.1 Mandatory Financial Criteria

Bidders must submit firm rates for all categories listed in Annex B – Basis of Payment.

4.1.2.2 Evaluation of Price

A0222T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

Basis of Selection is included in Annex H - Evaluation Criteria and Basis of Selection.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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 Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder 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 - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder 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 \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

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

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

5.2.3.2 Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that

every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.3.3 Workers' Compensation Certification – Letter of Good Standing

The Bidder must have an account in good standing with each of the Workers' Compensation Boards in British Columbia and Yukon Territory.

The Bidder must provide, within seven (7) calendar days following a request from the Contacting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Financial Capability

SACC Manual clause [A9033T](#) (2012-07-16) Financial Capability

6.3 Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex F.

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

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the technical and management portions of the Contractor's bid dated (*To be Determined*).

7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.1.1 Task Allocation Process

As more than one contract is expected to be awarded for this requirement, Canada will use the following approach to select/assign an appropriate contractor.

Unless a best fit exception is approved by the Contracting Authority, a Contractor will be selected based on which Contractor is farthest away from their predetermined maximum percentage distribution, therefore ensuring that work is evenly distributed as identified to the Contractors in the contract. In the case where insufficient funds remain in a Contractor's contract to complete a proposed TA, the Contractor next farthest away from their % distribution, and with enough funds remaining, will be selected for the work.

Example:

Contractor 1 has a Contract with an identified proportion of \$6,000,000;
Contractor 1 has been issued TAs totalling \$1,800,000;
Contractor 2 has a Contract with an identified proportion of \$5,000,000;
Contractor 2 has been issued TAs totalling \$1,250,000,
Contractor 3 has a Contract with an identified proportion of \$4,000,000;
Contractor 3 has been issued TAs totalling \$800,000
Contractor 4 has a Contract with an identified proportion of \$3,000,000;
Contractor 4 has been issued TAs totalling \$550,000
Contractor 5 has a Contract with an identified proportion of \$2,000,000;
Contractor 5 has been issued TAs totalling \$300,000

Contractor 1: $\$1,800,000/\$6,000,000 = 0.300$
Contractor 2: $\$1,250,000/\$5,000,000 = 0.250$
Contractor 3: $\$800,000/\$4,000,000 = 0.200$

Contractor 4: $\$550,000/\$3,000,000 = 0.183$
Contractor 5: $\$300,000/\$2,000,000 = 0.150$

In this case, Contractor 5's TA is only 15% expended, and Contractor 5 will be recommended for the next TA award.

The amounts of all TAs issued will be tracked by both the Project Authority and by the Contracting Authority.

The best fit exception is described as follows:

A Contractor may be considered based on their history in conducting previous phases of a client's project/program. For example, if a Contractor has completed the phase I, or later, Environmental Site Assessments (ESAs) of a specific client's project, then this Contractor may be considered for a subsequent phase such as phase II or later, ESAs, remedial action plan development, or Contaminated Sites Risk Assessment Services. Rationale for this best fit exception would be based on the Contractor's significant previous experience with the site, thereby reducing planning time and costs for subsequent project packages.

7.1.1.2 Task Authorization Process

As more than one contract has been awarded for this requirement, a request to perform a task will be sent to the first ranked contractor. If that contractor confirms in writing that it is unable to perform the task as a result of previous commitments under a TA, the request to perform a task will then be forwarded to the contractor ranked second. This process will continue until the task can be performed by another contractor. If no contractor can perform the task, Canada reserves the right to acquire the required Work by other means. A contractor may advise the Project Authority and the Contracting Authority in writing that it is unable to carry out additional tasks as a result of previous commitments under a TA and no request to perform a task will be sent to that contractor until that contractor has given notice in writing to the Project Authority and the Contracting Authority that it is available to perform additional tasks.

The best fit exception is described as follows:

A Contractor may be considered based on their history in conducting previous phases of a client's project/program. For example, if a Contractor has completed the phase I, or later, Environmental Site Assessments (ESAs) of a specific client's project, then this Contractor may be considered for a subsequent phase such as phase II or later, ESAs, remedial action plan development, or Contaminated Sites Risk Assessment Services. Rationale for this best fit exception would be based on the Contractor's significant previous experience with the site, thereby reducing planning time and costs for subsequent project packages.

Task Authorization Process:

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex E.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

3. The Contractor must provide the Project Authority, within seven (7) calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.3 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$400,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.1.4 Task Authorization - Order of Ranking

Number inserted at Contract award; for examples see Annex H) contracts were awarded as a result of Public Works and Government Services Canada bid solicitation number EZ897-191436. The contractors' order of ranking order of ranking is as follows:

| | | |
|----------------|---------------------|--|
| Ranked first: | Est. \$6,000,000.00 | <i>(to be completed at Contract award)</i> |
| Ranked second: | Est. \$5,000,000.00 | <i>(to be completed at Contract award)</i> |
| Ranked third: | Est. \$4,000,000.00 | <i>(to be completed at Contract award)</i> |
| Ranked fourth: | Est. \$3,000,000.00 | <i>(to be completed at Contract award)</i> |
| Ranked fifth: | Est. \$2,000,000.00 | <i>(to be completed at Contract award)</i> |

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The four responsive bids with the highest combined rating of technical merit and price will be recommended for award of a contract as follows:

- (a) If there are five responsive bids, the first ranked bidder will be recommended for award of a \$6,000,000 Contract, the second ranked bidder will be recommended for award of a \$5,000,000 Contract, the third ranked bidder will be recommended for award of a \$4,000,000 Contract, the fourth ranked bidder will be recommended for award of a \$3,000,000 Contract, and the fifth ranked bidder will be recommended for award of a \$2,000,000 Contract.
- (b) If there are four responsive bids, the first ranked bidder will be recommended for award of a \$8,000,000 Contract, the second ranked bidder will be recommended for award of a \$6,000,000 Contract, the third ranked bidder will be recommended for award of a \$4,000,000 Contract, and the fourth ranked bidder will be recommended for award of a \$2,000,000 Contract.
- (c) If there are three responsive bids, the first ranked bidder will be recommended for award of a \$10,000,000 Contract, the second ranked bidder will be recommended for award of a \$6,000,000 Contract, and the third ranked bidder will be recommended for award of a \$4,000,000 Contract.
- (d) If there are two responsive bids, the first ranked bidder will be recommended for award of a \$12,000,000 Contract, and the second ranked bidder will be recommended for award of a \$8,000,000 Contract.

- (e) If there is only one responsive bid, the bidder will be recommended for award of a \$20,000,000 Contract

Dollar values include GST/HST.

If there is at least one compliant bidder on the Aboriginal Set-Aside Solicitation, then the last-ranked bidder in the scenarios above will be recommended for award of a Contract that is \$200,000 less than the amount listed. The first-ranked compliant bidder on the Aboriginal Set-Aside Solicitation will be recommended for award of a \$200,000 Contract with a 5% minimum work guarantee.

7.1.1.5 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

2. "Minimum Contract Value" means **5% (\$ To be determined)** of each Maximum Contract Value (**\$ To be determined**).
3. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
4. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
5. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.1.6 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than fifteen (15) calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

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

7.2.2 Supplemental General Conditions

4007 (20158-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirements

7.3.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (**DOS**), issued by the Canadian Industrial Security Directorate (CISD), **Public Works and Government Services Canada (PWGSC)**.
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/**PWGSC**.

3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISC/**PWGSC**.
5. The Contractor/Offeror must comply with the provisions of the:
 - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) Industrial Security Manual (Latest Edition).

7.4 Term of Contract

The Contracting Authority or Authorized Client may issue Task Authorizations from the date of Contract Award up to midnight _____. Contractual obligations and deliverable completion dates under Task Authorizations may extend beyond _____ and will end once the final Task has been fully completed and all outstanding obligations performed, such as payments (including interests), warranty obligations as well as audit rights.

The Contract is subject to the following Comprehensive Land Claims Agreements(s):

- CAFN: Champagne and Aishihik First Nations Final Agreement
- CTFN: Carcross/Tagish First Nation Final Agreement
- FNNND: First Nation of Nacho Nyak Dun Final Agreement
- KDFN: Kwanlin Dun First Nation Final Agreement
- KFN: Kluane First Nation Final Agreement
- LSCFN: Little Salmon/Carmacks First Nation Final Agreement
- SFN: Selkirk First Nation Final Agreement
- TH: Tr'ondek Hwech'in Final Agreement
- TKC: Ta'an Kwach'an Council Final Agreement
- TTC: Teslin Tlingit Council Final Agreement
- VGFN: Vuntut G'wich'in First Nation Final

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hilda Lee
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Pacific Region
219 - 800 Burrard Street
Vancouver, BC V6Z 0B9

Telephone: 604-764-6053

Solicitation No. - N° de l'invitation
EZ897-191436/A
Client Ref. No. - N° de réf. du client
EZ897-191436

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
VAN582
CCC No./N° CCC - FMS No./N° VME

Facsimile: 604-775-7526
E-mail address: Hilda.Lee@pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Contract is:

(To be inserted at Contract Award)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

7.5.2.1 Authorized Client

Specific work requirements will be detailed in Task Authorization as issued by an Authorized Client. The Authorized Client is the PSPC Environmental Services Project Manager authorized by the Contracting Authority in writing to issue Task Authorizations.

7.5.3 Contractor's Representative (to be completed by Bidder)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment – Limitation of Expenditure – Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _____ (**Amount to be inserted at Contract Award**). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

7.7.3.1 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

7.7.3.2 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department
C2000C (2007-11-30), Taxes – Foreign-based Contractor

7.7.5 Time Verification

C0711C (2008-05-12) Time Verification apply to and form part of the Contract.

7.8 Invoicing Instructions

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.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed if requested by the Project Authority;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses, and other disbursements;
- (d) a copy of the monthly progress report.
- (e) invoice date (corrected for amendments);
- (f) invoice number;
- (g) period invoice covers;
- (h) Contract number _____ (*number to be inserted at Contract Award*);
- (i) task number;
- (j) project number;
- (k) total task amount (corrected for amendments);
- (l) amount previously invoiced;
- (m) current invoice amount;
- (n) amount remaining on task;
- (o) itemized list of fees, identifying category, resource, rate, hours, and extension. Categories, rates, resources and disbursements must be pre-approved by the Authorized Client. Canada reserves the right to not pay for categories, rates, resources or disbursements submitted on invoices that have not been pre-approved;
- (p) itemized list of travel expenses, identifying resource, dates of travel, location of travel, rates; and
- (q) itemized list of disbursements, cross-referenced to included back-up receipts.

2. Invoices must be distributed electronically as follows:

- (a) The Original copy must be forwarded to the addressee shown on page 1 of the Task Authorization for certification and payment.

7.9 Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9.3 Workers Compensations

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

7.10 Applicable Laws

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

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property;
- (c) the general conditions 2035 (2018-06-21), General Conditions - Services (Higher Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex F, Insurance Requirements;
- (h) Annex G, Task Authorization Form
- (i) the signed Task Authorizations (including all of its annexes, if any);
- (j) the Contractor's bid dated (*To be Determined*)

7.12 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)
SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

7.13 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex F. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements do 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 fulfil its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

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

7.14 Comprehensive Land Claims Agreements

The Comprehensive Land Claims Agreements of up to twelve (12) Yukon First Nations may apply to this Contract, depending on where the services will be provided.

7.15 SACC Manual Clauses

A9039C (2008-05-12), Salvage
A9068C (2010-01-11), Government Site Regulations

ANNEX “A”

STATEMENT OF WORK

This Statement of Work generally describes the various services that the Contractor may be requested to perform during the Contract. Specific work requirements for each Task Authorization (TA) will be detailed as part of the TA procedure by the PWGSC Environmental Services Project Manager. Work may be performed for PWGSC or on behalf of Other Government Departments (OGD) (ie Clients).

Background and Sites Description

Work Location

Locations that PWGSC-Pacific Region may require Work on and are considered to be relevant include:

- British Columbia, uplands and freshwater sediments.
- Yukon, uplands and freshwater sediments.

Individual Work Sites may be in urban settings (eg within city or community boundaries) or in remote settings (eg rural or wildlands).

Types of Sites

Types of Sites (TOS) that PWGSC-Pacific Region may require Work on and are considered to be relevant include:

- Airports, both federally owned and divested.
- Military, including bases and other infrastructure.
- Highway Maintenance Camps (where workers reside on site).

Other federal or former federal Sites that PWGSC-Pacific Region may work on may also be included. Adjacent properties may also be included for potential offsite migration or background studies.

TOS that PWGSC-Pacific Region will not require Work on and are considered to not be relevant include:

- Mine sites.
- First Nations Reserves.
- Railways.
- Lighthouses.
- Service (Gas) Stations.

Types of Contaminants

Types of Contaminants (TOC) that PWGSC may require Work on and are considered to be relevant include:

- Per- and polyfluoroalkyl substances (PFAS) including: perfluorobutanoic acid, perfluoropentanoic acid, perfluorohexanoic acid, perfluoroheptanoic acid, perfluorooctanoic acid, perfluorononanoic acid, perfluorodecanoic acid, perfluoroundecanoic acid, perfluorododecanoic acid, perfluorotridecanoic acid, perfluorotetradecanoic acid, perfluorobutane sulphononic acid, perfluorohexane sulphononic acid, perfluorooctane sulphononic acid, perfluorodecane sulphonate, perfluorooctane sulphonamide, 6:2 fluorotelomer sulphonate and 8:2 fluorotelomer sulphonate.
- Chlorinated Hydrocarbons including: Polychlorinated biphenyls (PCBs), Polychlorinated dibenzo-p-dioxins (PCDDs) and polychlorinated dibenzofurans (PCDFs).
- Dichlorodiphenyltrichloroethane (DDT) and breakdown products and metabolites (DDD and DDE).
- Leachable Metals (based on TCLP test).
- Inorganics including: metals; cyanide (CN); sodium and chloride (salt).

- Petroleum hydrocarbons including: BC and YT CSR Volatile Petroleum Hydrocarbons (VPH), Extractable Petroleum Hydrocarbons (LEPH and HEPH); CCME Canada-Wide Standards for Petroleum Hydrocarbons Fraction 1 to 4 (F1, F2, F3, F4).
- Monocyclic Aromatic Hydrocarbons including: benzene, ethylbenzene, toluene, xylene (BETX).
- Polycyclic Aromatic Hydrocarbons including: benz[a]anthracene, benzo[a]pyrene, benzo[b]fluoranthene, benzo[k]fluoranthene, dibenz[a,h]anthracene, indeno [1,2,3-cd] pyrene, naphthalene, phenanthrene and pyrene.

Other existing or emerging contaminants may also be included.

Appropriate Standards

Generally, provincial and territorial laws and municipal by-laws do not apply on federal lands and to federal undertakings. Environmental standards, guidelines and objectives established by provincial, territorial or municipal departments, ministries, and agencies will be considered for the purposes of establishing investigation and remediation/risk management environmental quality criteria. Also, material removed from federal jurisdiction may become subject to provincial and territorial laws and municipal by-laws.

Appropriate Standards that PWGSC may require Work on and are considered to be relevant include:

- Canadian Council of Ministers of the Environment (CCME)
- Canadian Environmental Quality Guidelines (CEQG)
- CCME Canada-wide Standard for Petroleum Hydrocarbons in Soil (CWS PHC)
- Health Canada Guidelines for Canadian Drinking Water Quality (HCGCDWQ)
- Environment Canada Guidance Document on Federal Interim Groundwater Quality Guidelines for Federal Contaminated Sites (FIGQG)
- Federal Environmental Quality Guidelines (FEQG)
- BC Contaminated Sites Regulation (BCCSR)
- BC Hazardous Waste Regulation (BCHWR)
- BC Approved Water Quality Guidelines (BCAWQG)
- Yukon Contaminated Sites Regulation (YCSR)
- Yukon Special Waste Regulation (YSWR)

Updates or replacements may also be included.

Required Services

Below are the Required Services. Other incidental services may also be required on a project specific basis.

Program Management

Management of entire Program, which includes all individual Projects conducted on behalf of PWGSC and overarching PWGSC requirements and procedures, including:

- Coordinate with PWGSC regarding Programs, key Projects, general procedures (eg Workplan and invoice formats), and communication protocols.
- Report (Health and Safety, Environmental Protection, scope, schedule, budget) to PWGSC monthly on Programs and key Projects, and quarterly on financial status of CTA usage.
- Preparation of project management documentation.
- Address specific and systematic concerns from PWGSC.
- Allocate appropriate resources to individual Tasks, including Key Personnel.
- Ensure all Projects, which consist of one or more individual Tasks, are managed (including deliverables) in accordance with standard industry practice and in accordance with Government of Canada standards and guidelines (unless otherwise specified) including:
 - Federal Contaminated Sites Action Plan (FCSAP) Decision-Making Framework
 - A Federal Approach to Contaminated Sites (Contaminated Sites Management Working Group).

- Framework for Addressing and Managing Aquatic Contaminated Sites Under the Federal Contaminated Sites Action Plan.
- PWGSC National Project Management System located at: <http://www.tpsgc-pwgsc.gc.ca/biens-property/sngp-npms/index-eng.html>.
- Ensure Health and Safety and Environmental Protection is adequately addressed on all Projects, including federal, provincial/territorial, municipal, other appropriate jurisdiction, and contractual requirements.

Project Management

Management of individual Projects conducted on behalf of PWGSC, including:

- Communicate exclusively with PWGSC Project Manager (eg not with Client or Public) unless otherwise specifically allowed by the PWGSC Project Manager. In person meetings may be in either PWGSC's offices in Vancouver or Victoria at PWGSC's sole discretion.
- Review and assist with development of Request For Workplans.
- Preparation of Workplans, at no cost to PWGSC, including:
 - summary including: PWGSC Project number, CTA number, Task Authorization number (if Amendment), brief description of work (technical services and location), date of work (start and end), costs (fees + disbursements, travel, total)
 - purpose, objectives, scope of work, technical constraints (including access), risks
 - general health and safety and environmental protection measures, quality assurance, and communications protocols
 - resources, including roles and responsibilities of Key Personnel, additional personnel, and external sub-contractors
 - detailed description of tasks to be performed, including sequencing, methods and means
 - summary of: tasks, schedule (milestones relative to Task authorization), and costs (subtotal by project management, technical tasks, reporting summarizing fees, disbursements, travel disbursements; no rates to be included)
 - appendix of Pre-Approval of Consultant Personnel (listing all personnel working on specific Task Authorization and updated as required), using PWGSC template
 - appendix of detailed cost estimate table including: personnel, rates, hours, extension, each major disbursement, and travel disbursements, compliant with Basis of Payment
 - appendix of detailed disbursements including rationale and backup (eg quotes), compliant with Basis of Payment
 - appendix of detailed travel disbursements using PWGSC template, compliant with Basis of Payment
 - appendix of resumes of non-Key Personnel
- Report weekly in meetings and written (or as otherwise determined by PWGSC Project Manager) including the following:
 - Health and Safety and Environmental Protection incidents, near misses, and concerns
 - Tasks completed since previous reporting period
 - Tasks to be completed in next reporting period
 - Synopsis of results to date, including tables, graphs, and figures as appropriate
 - Overall project schedule, including performance to date, forecasts, and risks
 - Overall project budget, including performance to date, forecasts, and risks
- Manage Health and Safety and Environmental Protection, including meeting all federal, provincial/territorial, municipal, other appropriate jurisdiction, and contractual requirements.
- Manage resources, including internal and Subcontractors.
- Submit invoices as per Basis of Payment, including using PWGSC templates cover sheets and updated Pre-Approval of Consultant Personnel.

Field Work

Perform field work as required for specific Task, including:

- Plan Work, including:
 - Confirm scope of work and detailed schedule.

- Confirm site location.
- Confirm Appropriate Standards.
- Coordinate access including obtaining permission from Client, site users, and regulatory agencies having jurisdiction.
- Be Prime Contractor as per General Conditions "Contractor", BC Occupational Health and Safety Regulations "Prime Contractor", and Yukon Occupational Health and Safety Act "Constructor". Do not delegate this role without specific written confirmation from PWGSC Project Manager.
- Submit Site-Specific Health and Safety Plan and Environmental Protection Plan for PWGSC Project Manager approval; obtain Notice of Project as required.
- Prepare Sampling and Analysis Plan. At the PWGSC Project Manager's sole discretion, PWGSC may directly subcontract analytical work.
- Subcontract work as required, including sampling (eg drilling, test pitting). Subcontracted work is reimbursed as per the Basis of Payment.
- As required, survey property lines, structures, infrastructures, geographical features. Perform utility locates.
- Provide email daily updates using PWGSC templates, including Health and Safety, Environmental Protection, Work completed, risks/concerns.
- Immediately notify PWGSC Project Manager by telephone, with a follow-up email, of any Health and Safety or Environmental Protection incidents, any significant interactions with the public or other third parties, and any developments which may affect the scope, schedule, or budget.

Reporting

Report on individual tasks conducted on behalf of PWGSC, including:

- In the Introduction identify: Purpose of Project, Objective of Work, Scope of Work, Technical Constraints of Work. Limitations cannot contradict or modify Contract, including General Conditions.
- In the Background identify: Location, Physical Description of Site, History of Site (including previous Contaminated Sites work), Appropriate Standards, including federal requirements.
- Describe all data collected, including screening against Appropriate Standards.
- Interpret the data, providing concise, clear and specific conclusions and recommendations.
- Respond and incorporate comments from PWGSC, Clients, and Peer Reviews (third party consultants retained by PWGSC).
- Peer Review reports from third party consultants.
- Append all original data (eg Lab Certificates) and provide in native format (eg xls, dwg).
- Provide reports in format required by PWGSC Project Manager including: unsealed and unlocked Portable Document Format (PDF), electronically sealed and locked PDF, and hard copy (up to 3 copies).

Technical Services (Risk Assessment)

Perform technical services to complete Contaminated Sites Human Health and Ecological Risk Assessments for individual projects conducted on behalf of PWGSC, including:

- Federal/Provincial/Territorial Data Gap Analysis and closure (DGA)
- Federal/Provincial/Territorial Background Concentrations (BGC)
- Federal/Provincial/Territorial Site-Specific Standards (SSS)
- Federal/Provincial/Territorial Risk Management Plan (RM)
- Federal/Provincial/Territorial Pathway Assessment (PA)
- Federal/Provincial/Territorial Monitored Natural Attenuation (MNA)
- Federal Human Health Preliminary Quantitative Risk Assessment (HHPQRA)
- Federal Human Health Detailed Quantitative Risk Assessment (HHDQRA)
- Federal Ecological Preliminary Risk Assessment (EPRA)

- Federal Ecological Detailed Risk Assessment (EDRA)
- Provincial/Territorial Screening Level Risk Assessment (SLRA)
- Provincial/Territorial Preliminary Quantitative Risk Assessment (PQRA)
- Provincial/Territorial Detailed Risk Assessment (DRA)
- Federal National Classification Scoring, using either the detailed National Classification System evaluation form from the document National Classification System for Contaminated Sites (Canadian Council of Ministers of the Environment (CCME, 2008) or the Method for Ranking Contaminated Marine and Aquatic Sites on Canadian Federal Properties, as appropriate (NCS)
- Federal estimate of liability or contingent liability, including the indicative estimates of liability or contingent liability must be completed in accordance with the TBS requirements for estimating liabilities as described in the TBS Policy *Remediation Liabilities Related to Contaminated Sites: A Supplement to the Financial Information Strategy (FIS) Manual* (Liability)
- Other services associated with Contaminated Sites Risk Assessment

Work to be completed using the methods, guidelines, protocols, and procedures and other reference documents acceptable to PWGSC, including (or current version/replacement) as appropriate:

- Canadian Council of Ministers of the Environment guidelines
- Health Canada guidelines
- Environment Canada guidelines
- Contaminated Sites Management Working Group (CSMWG) guidelines
- Federal Contaminated Sites Action Plan (FCSAP) guidelines
- BC Contaminated Sites Regulation and associated guidelines
- Yukon Contaminated Sites Regulation and associated guidelines
- Canadian Standards Association standards
- Interviews with local First Nations to augment the records review and/or the site visit by incorporating Traditional Ecological Knowledge

General Procedures

Resource Categories are classifications used for the Basis of Payment, and only the allowed Resource Category may be invoiced as detailed in Annex "B", Basis of Payment unless the Contract is Amended. Resource Categories have minimum experience requirements. Classification of personnel into a Resource Category is dependent on meeting both the minimum experience requirements and the appropriate roles and responsibilities.

Specializations are subcategories within a Resource Category. Specializations includes Key Personnel, Backup Personnel, Key Positions, and other personnel. Key Personnel are used for proposal evaluation purposes. Specializations do not include subcontractors. All Key Personnel must be a Qualified Professional; other Specializations may not be a Qualified Professional for a specific Task Authorization if rationale is provided in the Workplan and accepted by PWGSC Project Manager.

Relevant experience must specifically be related to: Scope of Work, roles and responsibilities for a given Specialization, and requirements for a Qualified Professional, as appropriate. Relevant experience does not include time for education.

Resource Categories and Specializations

The following are the only allowed Resource Categories with their minimum experience requirements:

1. Expert: minimum 20 years relevant experience except for 10 years relevant experience for Contaminated Sites Approved Professional (CSAP) Specialization.
2. Senior: minimum 10 years relevant experience.
3. Intermediate: minimum 5 years relevant experience.
4. Junior: minimum 1 year relevant experience.

The following are the roles and responsibilities of Specializations:

1. Expert - CSAP:
 - a. Provides specialized advice on technical items, including compliance with provincial regulations.
 - b. Provides specialized review on scope and technical deliverables.
 - c. Liaison with PWGSC Project Manager to provide specialized and regulatory technical advice.
2. Senior – Environmental Program Manager:
 - a. Manages program of work and Contract with Task Authorizations.
 - b. Manages program of health and safety and environmental protection.
 - c. Coordinates all Expert and Senior work.
 - d. Senior technical review for program consistency.
 - e. Manages corporate resources including Senior Project Managers.
 - f. Liaison with Contracting Authority and Project Authority for program updates.
3. Senior – Environmental Project Manager:
 - a. Manages projects on a Task Authorization basis.
 - b. Provides senior guidance and direction to projects.
 - c. Responsible for scope, schedule, cost, and quality of project.
 - d. Manages project health and safety and environmental protection.
 - e. Manages internal and external resources.
 - f. Manages Intermediates.
 - g. Liaison with PWGSC Project Manager for project management and regular project updates (as required by PWGSC Project Manager).
4. Intermediate – Environmental Supervisor:
 - a. Manages specific tasks within project.
 - b. Performs technical work.
 - c. Responsible for delivering scope within schedule, cost, and quality of project.
 - d. Ensures project health and safety and environmental protection requirements met.
 - e. Coordinates internal and external resources.
 - f. Manages Juniors.
 - g. Liaison with PWGSC Project Manager for daily field updates.
5. Junior:
 - a. Performs specific tasks within project, including field sampling, field monitoring, data management, reporting, administrative work and CADD.
 - b. Implements project health and safety and environmental protection requirements.

Licensing, Certification or Authorization

The Bidder must be a Qualified Professional to provide the necessary professional services to the full extent that may be required by PWGSC.

Qualified Professional is a person who is registered in relevant jurisdiction (BC or Yukon, as appropriate) with his or her appropriate professional college/association, acts under that professional college/association's code of ethics, and is subject to disciplinary action by that professional college/association, and through suitable education, experience, accreditation and knowledge can be reasonably relied on to provide advice within his or her area of expertise. Includes:

- Association of the Chemical Profession of British Columbia.
- British Columbia College of Applied Biology.
- British Columbia Institute of Agrologists.
- Engineers and Geoscientists British Columbia.
- Engineers Yukon.

Equivalent professional associations are also appropriate. Only full membership will be considered to be a Qualified Professional (ie no "in training" designations)

ANNEX "B"

BASIS OF PAYMENT

B.1 Labour Rates

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

Hourly rates will remain firm for the full period of the Contract. The hourly rates for each person in a specific category of personnel must be the same.

The hourly rates quoted must include all overhead, including administrative time, internal equipment charges (including equipment charges considered to be internal although they may be rented), clerical support and other indirect support such as report printing costs for two hard copies. Extraordinary printing costs (e.g. high quality photograph reproduction not possible on standard laser printers or plotters) may be charged only if specific prior approval from the Authorized Client is obtained.

Time worked which is more or less than an hour must be prorated to reflect actual time worked.

| Line | Resource Category | Specialization | Names of Resources Identified for this Category | Hourly Rate |
|-------|-------------------|-------------------------------|--|-------------|
| B.1.1 | Expert | CSAP | <i>Name(s), applicable Categories from Annex F, and rates to be inserted at Contract Award</i> | \$_____/hr |
| B.1.2 | Senior | Environmental Program Manager | <i>Name(s), applicable Categories from Annex F, and rates to be inserted at Contract Award</i> | \$_____/hr |
| B.1.3 | Senior | Environmental Project Manager | <i>Name(s), applicable Categories from Annex F, and rates to be inserted at Contract Award</i> | \$_____/hr |
| B.1.4 | Intermediate | | | \$_____/hr |
| B.1.5 | Junior | | | \$_____/hr |

B.2 Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without markup, in accordance with the meal and vehicle specified in Appendices B,C and D of the National Joint Council Travel Directive, : <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Charges for air travel must not exceed that for economy class.

All travel must have the prior authorization of PWGSC. All payments are subject to government audit.

For projects located in British Columbia (excluding Vancouver Island) and Yukon, travel-related expenses associated with the delivery of services will be calculated from the PWGSC's Vancouver Office, 800 Burrard Street, Vancouver, BC V6Z 0B9 or from the Contractor's project personnel's office to the project site, whichever is closer.

For projects located on Vancouver Island, travel-related expenses associated with the delivery of services will be calculated from the PWGSC's Victoria Office, 1230 Government Street, Victoria, BC V8W 3X4 or from the Contractor's project personnel's office to the project site, whichever is closer.

All travel related expenses within 50kms of the above locations will be included in the Contractor's hourly fee structure.

Travel to/from Vancouver and Victoria will be paid, or the equivalent cost of travel between the two will be paid if travel is from another location. All travel is subject to PWGSC approval. PWGSC reserves the right to require any of the personnel on the Consultant's team to attend the project site or in-person meetings.

B.3 Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up upon submission of an itemized statement supported by receipt vouchers.

Direct expenses, for sample analyses, if approved in advance by the Authorized Client, will be paid at actual cost incurred without mark up.

The Authorized Client may approve additional items if the Contractor receives pre-approval from the Authorized Client.

Extraordinary field supplies and internal equipment charges will be paid for actual costs incurred with no mark-up. If the extraordinary field supplies or internal equipment charge is Contractor - owned, proof that Contractor rates are industry competitive must be provided. Extraordinary field supplies and internal equipment charges must be specifically identified in the work plan and prior approval from the Authorized Client is required. All extraordinary field supplies purchased for Work under the Contract become the property of Canada.

Non-allowable field supplies and internal equipment charges include the following:

- (a) Health and safety equipment and supplies (eg Personal Protective Equipment) including: hard hats, protective goggles, safety footwear, gloves, disposable gloves, coveralls, disposable coveralls, respirators, cartridges, disposable respirators, life jackets, survival suits, first aid kits.
- (b) General sampling equipment and supplies including: gastechtor, Photo Ionization Detector, sample containers, preservatives, coolers, ice.
- (c) Water monitoring equipment and supplies including: pH meters, conductivity meters, turbidity meters, dissolved oxygen meters, water level meters, and interface probes.
- (d) Water sampling equipment and supplies including: bailers, waterra tubing, peristaltic pumps, pump tubing, filters.
- (e) Sediment sampling equipment including: Ponar and Eckman grab samplers
- (f) Tissue Dissection equipment including: scalpels, dissecting trays, scales
- (g) Surveying equipment and supplies including: measuring wheel, GPS unit (non-differential), tapes, stakes, spray paint.
- (h) Miscellaneous equipment and supplies including: telephone charges, cell phone, fax charges, computer, software, plotter, camera, common hand tools, batteries, stationary, printing charges.

Extraordinary field supplies and internal equipment charges may be allowed on a case by case basis with prior approval from the Authorized Client.

B.4 Replacement Personnel

- B.4.1 The replacement of personnel resources must be in accordance with Article 08, Replacement of Specific Individuals of the 2035 General Conditions of the Contract. The Contractor must propose a replacement personnel resource with similar qualifications and experience as the person being

replaced. The Authorized Client will evaluate each proposed replacement resource against the original bid evaluation criteria for these categories. In order to be approved, the resources must score equal to or greater than the scores that were given to the current resources in that category. Any replacement resources must have the prior authorization of the Authorized Client before starting work.

Note that, as per Part 7, Article 7.1.1.5, Minimum Work Guarantee, Section 2, in consideration of the Minimum Work Guarantee, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract.

- B.4.2 The rates for the replacement personnel must be the same rate as the category their replacement was in or whichever category is appropriate based on their skills.
- B.4.3 If the Contractor plans to move a pre-approved personnel listed in a certain category into another category, they must get pre-approval by PWGSC and have qualifications and experience equal or better than the requirements of the new category. PWGSC reserves the right not to make payment for personnel not pre-approved into a different category.

B.5 New Personnel

- B.5.1 If the Contractor plans to use any personnel who have not previously received approval by PWGSC, the Contractor must get PWGSC approval prior to allowing the person to work on, or be chargeable to, the project. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes and cover letters must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed in the Task Authorization Contract. PWGSC reserves the right not to make payment for personnel not pre-approved by PWGSC.

B.5.2 Addition of Resources to a Category

The Contractor may propose a new resource for specific Tasks. The Contractor must follow the procedures and requirements detailed in the General Conditions.

The resource will be approved for a specific Task only. If the Contractor wants the resource to work on a different Task, the Contractor must obtain the approval from the Authorized Client for that Task.

B.5.3 Addition of a Category for a Specific Task

The Contractor may propose a new Category of work for a specific Task. The Contractor must provide the Authorized Client and Contracting Authority with:

- (a) a description of that new category of work and rationale for addition;
- (b) the name(s), qualifications and experience of the proposed resource(s);
- (c) the title, education minimums, experience minimums, and hourly rate of the proposed Category; and
- (d) Price support (if requested).

If Canada approves the proposed Category and the proposed resource(s), the Contract Authority will issue an amendment to the Task Authorization to include the Category and resource(s), if appropriate, for the specific Task. If the Contractor wants to propose the same Category and the same or other resource(s) to work on a different Task, the Contractor must obtain the approval from the Authorized Client for that Task.

If Canada determines that the Category would improve the TA Contract, the Contracting Authority will request that all Contract holders in the series provide a resource for this new Category. The new

Solicitation No. - N° de l'invitation
EZ897-191436/A
Client Ref. No. - N° de réf. du client
EZ897-191436

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
VAN582
CCC No./N° CCC - FMS No./N° VME

Category will be established only if all Contractors can provide a resource meeting the established qualifications, and the Contract Authority will issue an amendment to the Contract to include the Category and resource(s).

The Hourly Rate for any miscellaneous Category/Title provided must not exceed the highest Hourly Rate offered for Labour Rates above. Canada reserves the right to accept or reject any or all responses received in this category.

Solicitation No. - N° de l'invitation
EZ897-191436/A
Client Ref. No. - N° de réf. du client
EZ897-191436

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
VAN582
CCC No./N° CCC - FMS No./N° VME

ANNEX “C”

SECURITY REQUIREMENTS CHECK LIST

(see attached)



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EZ897-191436

Security Classification / Classification de sécurité
UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

| | | | | |
|---|--|--|--|--|
| 1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine | | Public Works and Government Services Canada | 2. Branch or Directorate / Direction générale ou Direction RP-PTS/ES | |
| 3. a) Subcontract Number / Numéro du contrat de sous-traitance | | | 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant | |
| 4. Brief Description of Work / Brève description du travail Contaminated Sites Risk Assessment Contract with Task Authorizations | | | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | | | <input checked="" type="checkbox"/> No Non | <input type="checkbox"/> Yes Oui |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | | | <input checked="" type="checkbox"/> No Non | <input type="checkbox"/> Yes Oui |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | | | <input type="checkbox"/> No Non | <input checked="" type="checkbox"/> Yes Oui |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | | | <input checked="" type="checkbox"/> No Non | <input type="checkbox"/> Yes Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | | | <input checked="" type="checkbox"/> No Non | <input type="checkbox"/> Yes Oui |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | | | | |
| Canada <input checked="" type="checkbox"/> | | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> | |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | | | |
| No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> | | All NATO countries Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/> | |
| Not releasable À ne pas diffuser <input type="checkbox"/> | | | | |
| Restricted to: / Limité à: <input type="checkbox"/> | | Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> | |
| Specify country(ies) / Préciser le(s) pays: | | Specify country(ies) / Préciser le(s) pays: | Specify country(ies) / Préciser le(s) pays: | |
| 7. c) Level of information / Niveau d'information | | | | |
| PROTECTED A PROTÉGÉ A <input type="checkbox"/> | | NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/> | | PROTECTED A PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/> | | NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/> | | PROTECTED B PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C PROTÉGÉ C <input type="checkbox"/> | | NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/> | | PROTECTED C PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> | | NATO SECRET NATO SECRET <input type="checkbox"/> | | CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/> |
| SECRET SECRET <input type="checkbox"/> | | COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/> | | SECRET SECRET <input type="checkbox"/> |
| TOP SECRET TRÈS SECRET <input type="checkbox"/> | | | | TOP SECRET TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> | | | | TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
UNCLASSIFIED

Canada



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
- If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? ☒ No ☐ Yes
Non ☐ Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL | <input type="checkbox"/> SECRET SECRET | <input type="checkbox"/> TOP SECRET TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? ☒ No ☐ Yes
Non ☐ Oui
- If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? ☒ No ☐ Yes
Non ☐ Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? ☒ No ☐ Yes
Non ☐ Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? ☒ No ☐ Yes
Non ☐ Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? ☒ No ☐ Yes
Non ☐ Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? ☒ No ☐ Yes
Non ☐ Oui



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat

EZ897-191436

Security Classification / Classification de sécurité
UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

| Category Catégorie | PROTECTED PROTÉGÉ | | | CLASSIFIED CLASSIFIÉ | | | NATO | | | | COMSEC | | | | | |
|--|----------------------|---|---|------------------------------|--------|---------------------------------|---|--|----------------|---|----------------------|---|---|--------------|--------|---------------------------------|
| | A | B | C | CONFIDENTIAL CONFIDENTIEL | SECRET | TOP SECRET TRÈS SECRET | NATO RESTRICTED NATO DIFFUSION RESTREINTE | NATO CONFIDENTIAL NATO CONFIDENTIEL | NATO SECRET | COSMIC TOP SECRET COSMIC TRÈS SECRET | PROTECTED PROTÉGÉ | | | CONFIDENTIAL | SECRET | TOP SECRET TRÈS SECRET |
| | | | | | | | | | | | A | B | C | | | |
| Information / Assets Renseignements / Biens Production | | | | | | | | | | | | | | | | |
| IT Media / Support TI | | | | | | | | | | | | | | | | |
| IT Link / Lien électronique | | | | | | | | | | | | | | | | |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?

La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?

La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

☒ No
Non ☐ Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Government
of Canada

Gouvernement
du Canada

Contract Number / Numéro du contrat

EZ897-191436

Security Classification / Classification de sécurité
UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)

Osguthorpe, Dave

Title - Titre

Environmental Specialist - Operations

Signature

Telephone No. - N° de téléphone

~~250-363-0674~~ 250-217-4767

Facsimile No. - N° de télécopieur

250-363-0675

E-mail address - Adresse courriel

dave.osguthorpe@pwgsc.gc.ca

Date

2018/09/04

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)

Wong, Liza

Title - Titre

SO

Signature

wong, liza

Digitally signed by wong, liza
Date: 2018.09.05 10:15:05
-07'00'

Telephone No. - N° de téléphone

604-775-6639

Facsimile No. - N° de télécopieur

604-775-9380

E-mail address - Adresse courriel

liza.wong@pwgsc-tpsgc.gc.ca

Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?

Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

☐

No
Non

☐

Yes
Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)

Title - Titre

Signature

Digitally signed by Lee, Hilda
Date: 2019.04.11 12:53:19 -07'00'

Telephone No. - N° de téléphone

Facsimile No. - N° de télécopieur

E-mail address - Adresse courriel

Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Sherry Campbell

Contract Security Officer, Contract Security Division

sherry.campbell@tpsgc-pwgsc.gc.ca

Tel/Tél 613-948-1646

Signature

Campbell,
Sherry

Digitally signed by Campbell,
Sherry
Date: 2018.09.11 14:59:49
-04'00'

E-mail address - Adresse courriel

Date

ANNEX D to PART 3 OF THE BID SOLICITATION

(

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

ANNEX E to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

Solicitation No. - N° de l'invitation
EZ897-191436/A
Client Ref. No. - N° de réf. du client
EZ897-191436

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
VAN582
CCC No./N° CCC - FMS No./N° VME

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

ANNEX F

INSURANCE REQUIREMENTS

F.1 Insurance

F.1.1 Insurance – Specific Requirements G1001C

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

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

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

F.1.2 Commercial General Liability Insurance G2001C

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. 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.

F.1.3 Environmental Impairment Liability Insurance G2040C (2014-06-26)

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.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors 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.1.4 Errors & Omissions/Professional Liability Insurance G2002C

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.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:
Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

Solicitation No. - N° de l'invitation
EZ897-191436/A
Client Ref. No. - N° de réf. du client
EZ897-191436

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
VAN582
CCC No./N° CCC - FMS No./N° VME

CERTIFICATE OF INSURANCE

| | | | | | | |
|--|-----------------------------------|--------------------------------|--------------------------|--|------------------------------|--------------------------------------|
| Description and Location of Work Contaminated sites Risk Assessment services – BC & Yukon | | | | | Contract No. EZ897-191436 | |
| | | | | | Project No. | |
| Name of Insurer, Broker or Agent | | Address (No., Street) | | City | Province | Postal Code |
| Name of Insured (Contractor) | | Address (No., Street) | | City | Province | Postal Code |
| Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services | | | | | | |
| Type of Insurance | Insurer Name and Policy Number | Inception Date D / M / Y | Expiry Date D / M / Y | Limits of Liability | | |
| Commercial General Liability | | | | Per Occurrence | Annual General Aggregate | Completed Operations Aggregate |
| | | | | \$ | \$ | \$ |
| Umbrella/Excess Liability | | | | \$ | \$ | \$ |
| Environmental Impairment Liability Insurance | | | | \$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence | | Aggregate \$ |
| Errors & Omissions / Professional Liability Insurance | | | | | | |
| I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage. | | | | | | |
| <div></div> | | | | <div></div> | | |
| Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker) | | | | Telephone number | | |
| <div></div> | | | | <div></div> | | |
| Signature | | | | Date D / M / Y | | |

Solicitation No. - N° de l'invitation
EZ897-191436/A
Client Ref. No. - N° de réf. du client
EZ897-191436

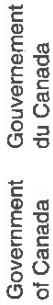
Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
VAN582
CCC No./N° CCC - FMS No./N° VME

ANNEX G

TASK AUTHORIZATION FORM

(see attached)

Canada[®]

ANNEX H

EVALUATION CRITERIA AND BASIS OF SELECTION

H.1 Technical Evaluation

Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. An evaluation team composed of representatives of Canada will evaluate the bids. Each responsive offer will be evaluated against the point- rated criteria listed below. The information should be detailed enough so as to allow a complete evaluation. It would assist in the evaluation if each section clearly indicates the specific criteria it is addressing.

Bidders' responses will be evaluated against the definitions and information requirements as described by these Evaluation Criteria. Bidders should ensure that all responses provide the necessary details regarding dates, credentials, and demonstrative project experience. All Requirements and Technical Evaluations, including projects, experience, and services (including roles and responsibilities), are with respect to the Statement of Work. Points will be awarded solely on the basis of information as explicitly written in the Bidder's response, as confirmed where applicable by References.

Reference information must be provided. References must be a third party currently employed with the client company, be independent of the Bidder, and be knowledgeable on the project. References may be checked to confirm information provided only; no clarifications or additional information will be allowed (ie no "bid repair"). The relevant criteria will not be considered if any of: Reference information is not complete; Reference cannot be contacted by PWGSC; or Reference does not corroborate the provided information.

Irrelevant, incomplete, or unclear submission for mandatory fields will result in that project not being considered for evaluation. Irrelevant, incomplete, or unclear submissions for non-mandatory fields may result in that information not being considered for evaluation.

The maximum number of pages (including text and graphics) to be submitted for the Point Rated Requirements is 17 pages using a minimum of 10 point font, and must not exceed the limits below:

- Achievements of Bidders on Projects: 5 projects x 1 page/project = 5 pages
- Achievements of Key Personnel on Projects: 8 Key Personnel x 1 page/Key Personnel = 8 pages
- Management of Services: 4 pages

Pages exceeding the limits identified will be discarded and not considered for evaluation. Bidders should number their submission pages consecutively to assist in evaluation and confirming the page count. Abbreviations may be used that are recognized by PWGSC, including those that conform with definitions in the BC MOECC *Procedure 8: Definitions and Acronyms for Contaminated Sites*.

A "project" for the purposes of Bidder's submission and evaluation is an undertaking with a scope similar to that described in the Statement of Work. The undertaking may include work outside of the scope identified in the Statement of Work (e.g. may include Characterization, Risk Assessment, and Remediation) but only that portion that is relevant can be submitted as a project. A project for a particular Required Service that spans multiple years at the same site with the same scope can only be counted as one project for that particular Required Service. The project does not have to be completed at the time of tender, but only those components worked on within the last 5 years (relative to the Solicitation Closes date) may be considered for evaluation purposes.

All personnel on the Bidders team (including Key Personnel, Backup Personnel and Key Positions Personnel) must be included in one of the Resource Categories only, and must have the minimum relevant experience and professional accreditation to be considered for the corresponding Resource Category. Notwithstanding the Resource Category a person is identified in or eligible for, a person will be considered in a lower Resource Category depending on their actual role and responsibilities during the Work.

Bid Preparation Instructions - Point Rated Requirements

Achievements of Bidders on Projects

Describe the Bidder's accomplishments, achievements and experience as prime consultant on up to 5 projects.

The Client reference completes the attached "Corporate Capability" form or a reasonable facsimile thereof. Information to be provided includes:

- Project Description:
 - Project Number (as per Total Technical Score Calculation Table)
 - Consultant Company Name (company that performed the work; must be Bidder), Project Name (to assist with reference checks)
 - Date of Work that is being evaluated (relevant start and end dates; may be less than total project dates)
 - Description of Work (primary purpose of project; must be relevant to Statement of Work)
- Evaluation of project relevancy by indicating on the available choices:
 - Location
 - Type of Site
 - Primary Contaminant
 - Appropriate Standards (used for project)
 - Number of Key Personnel (ie only those individuals responsible for project delivery and identified in Achievements of Key Personnel on Projects)
 - Value of Consulting Work (fees and disbursements, including subcontractors retained by consultant; does not include construction contractors)
- Evaluate the Consultant Company's performance by indicating on the available choices:
 - Design
 - Quality of Results
 - Management
 - Time
 - Cost.
- Reference to Acknowledge the accuracy of the project description and evaluation of the consultant by indicating:
 - Name of Reference with Title and Company name
 - Signature of Reference
 - Date signed
 - Telephone Number
 - Email.

Rated points are shown on the form.

Indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.

Achievements of Key Personnel on Projects

Describe the experience and performance of up to 8 Key Personnel proposed to be assigned to this Work regardless of their past association with the current Bidder firm. This is the opportunity to emphasize the strengths of the individuals on the team, to recognize their past responsibilities, commitments and achievements.

The Key Personnel being evaluated are identified below and must be included in only one of the Resource Categories and one of the Specializations:

| Resource Category | Specialization | Maximum Number of Key Personnel |
|--------------------------|-------------------------------|--|
| Expert | CSAP | 1 |
| Senior | Environmental Program Manager | 1 |
| Senior | Environmental Project Manager | 6 |

An individual may not be repeated as a Key Personnel (ie if 8 Key Personnel are proposed then there must be 8 separate individuals identified).

Complete the attached "Key Personnel" form or a reasonable facsimile thereof. Information to be provided includes:

- Key Personnel Description:
 - Name (of individual)
 - Proposed Key Personnel Category and Specialization (as per Total Technical Score Calculation Table)
- Key Personnel Qualifications:
 - Education (for highest degree obtained), including institution.
 - Professional Accreditation, including institution. Accreditation is mandatory information; failure to provide accreditation, or failure to meet the minimum accreditation requirements for the Specialization as identified in the Statement of Work, will result in that Key Person not being considered.
 - Years Relevant Experience. Total years of relevant working experience. Experience is mandatory information; failure to provide experience, or failure to meet the minimum experience requirements for the Specialization as identified in the Statement of Work, will result in that Key Person not being considered.
 - Services and Achievements of Key Personnel on projects over career (relative to Statement of Work and Specialization). Briefly highlight relevant and noteworthy qualifications, clients, projects, roles, responsibilities, and achievements other accomplishments.
- Example past projects demonstrating breadth and depth of experience of Key Personnel relative to Statement of Work and Specialization for four specific criteria:
 - Up to two projects demonstrating experience with relevant Location (choice is: Yukon), including Project Name and Technical Services, and Name of Reference and reference contact telephone Number.
 - Up to two projects demonstrating experience with relevant Type of Site (available choices are: Airport, Military, or Highway Maintenance Camps), including Project Name and Technical Services, and Name of Reference and reference contact telephone Number.
 - Up to two projects demonstrating experience with relevant Primary Contaminants (choices are: PFAS, PCB, DDT, or Leachable Metals), including Project Name and Technical Services, and Name of Reference and reference contact telephone Number.
 - Up to two projects demonstrating experience with relevant Appropriate Standard (choice is CCME), including Project Name and Technical Services, and Name of Reference and reference contact telephone Number.

A project may not be reused within a criterion, but may be reused between criteria. Project Name is to assist with reference checks. Technical Services refers to the services the Key Personnel provided for that project; use abbreviated description of services from Statement of Work/Required Services/Technical Services.

Rated points are shown on the Generic Evaluation Table.

Management of Services

The Bidder should describe how they propose to perform the services and meet the constraints; how the services will be managed to ensure continuing and consistent control as well as production and communication efficiency; how the team will be organized and how it will fit in the existing structure of the firms; to describe how the team will be managed. The Bidder is also to identify sub-consultant disciplines and specialists required to complete the consultant team.

If the Bidder proposes to provide multi-disciplinary services which might otherwise be performed by a subconsultant, this should be reflected here.

Information that should be supplied:

1. Backup Personnel that will be committed for Key Personnel, including: name, category and specialization, and brief description of their qualifications (education, professional accreditation, number of years experience, relevant experience synopsis). Key Personnel cannot be used as a Back-up.
2. Profiles of Key Positions Personnel with the Bidder which have specialized qualifications and expertise relevant to the Statement of Work but not a Specialization required for Key Personnel. Include a brief description of how they complete the consultant team and their relevant qualifications (education, professional accreditation, number of years experience, relevant experience synopsis). Key Personnel or Backup Personnel cannot be used as a Key Positions Personnel.
3. Communications Procedures both within the Bidder's team and with PWGSC.
4. Quality Management Procedures including quality assurance/quality control, compliance with standards and external protocols, subcontractor conformity, and third party certifications.

Rated points are shown on the Generic Evaluation Table.

Total Technical Score

Achievements of Bidders on Projects is scored based on the sum of the points shown on each form. Achievements of Key Personnel on Projects and Management of Services is scored by the PWGSC Evaluation Board members, who independently evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will then by consensus rate each criterion with even numbers of points (0, 2, 4, 6, 8 or 10) using the Generic Evaluation Table. The Consolidated Points for an evaluation criteria will be a single score agreed to by the entire board determined by averaging the individual Evaluation Board points.

The Total Technical Score will be based on applying a Weight Factor to the Consolidated Points, and then summing the Weighted Points as shown on the Total Technical Score Calculation Table.

To be declared Responsive, a Bid must:

1. comply with all the requirements of the bid solicitation;
2. meet all mandatory technical criteria; and
3. obtain the required minimum pass score of 70% in the technical criterion.

Total Technical Score Calculation Table

| Description | Consolidated Points | Weight Factor | Weighted Points |
|--|---------------------|---------------|-----------------|
| <i>Achievements of Bidder on Projects</i> | | | |
| Project #1 | 0 - 200 | 0.04 | 0 – 8 |
| Project #2 | 0 - 200 | 0.04 | 0 – 8 |
| Project #3 | 0 - 200 | 0.04 | 0 – 8 |
| Project #4 | 0 - 200 | 0.04 | 0 – 8 |
| Project #5 | 0 - 200 | 0.04 | 0 – 8 |
| <i>Achievements of Key Personnel on</i> | | | |
| Expert - CSAP | 0 - 10 | 0.5 | 0 – 5 |
| Senior - Environmental Program Manager | 0 - 10 | 0.5 | 0 – 5 |
| Senior - Environmental Project Manager #1 | 0 - 10 | 0.5 | 0 – 5 |
| Senior - Environmental Project Manager #2 | 0 - 10 | 0.5 | 0 – 5 |
| Senior - Environmental Project Manager #3 | 0 - 10 | 0.5 | 0 – 5 |
| Senior - Environmental Project Manager #4 | 0 - 10 | 0.5 | 0 – 5 |
| Senior - Environmental Project Manager #5 | 0 - 10 | 0.5 | 0 – 5 |
| Senior - Environmental Project Manager #6 | 0 - 10 | 0.5 | 0 – 5 |
| <i>Management of Services</i> | | | |
| Backup Personnel | 0 - 10 | 0.5 | 0 – 5 |
| Profiles of Key Positions Personnel | 0 - 10 | 0.5 | 0 – 5 |
| Communications Procedures | 0 - 10 | 0.5 | 0 – 5 |
| Quality Management Procedures | 0 - 10 | 0.5 | 0 – 5 |
| Total Technical Score | | | 0 - 100 |

Generic Evaluation Table

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

H.2 Financial Evaluation

Category Rate Evaluation

Bidders must submit their price/rate proposal in a separate sealed envelope. Failure to do so will result in the bid being considered non-responsive and not considered for Contract award.

All financial bid envelopes corresponding to Responsive Bids which have achieved the minimum pass scores are opened upon completion of the technical evaluation.

Bidders will be evaluated based on the hourly rates submitted on the financial bid form. The hourly rate will be multiplied by a pre-determined weight factor for each category of personnel expected to perform the work. For rate evaluation purposes only these percentages are fixed and will apply in the evaluation to determine a blended hourly rate. These evaluation rates do not necessarily reflect the actual proportion of Work that will be required.

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: Bidders must provide an hourly rate for each listed position. In the event that the Bidder consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the Bidder does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.

The price proposal is determined by the following calculation:

| Resource Category | Hourly Rate | Weighting | Weighted Rating (Hourly Rate x Weighting) |
|-----------------------------------|-------------|-----------|---|
| Expert | \$ /hour | 10% | \$ |
| Senior | \$ /hour | 30% | \$ |
| Intermediate | \$ /hour | 30% | \$ |
| Junior | \$ /hour | 30% | \$ |
| Total Evaluated Rate (TER) | | | \$ |

Total Financial Score

The Total Financial Score (TFS) will be prorated based on the lowest Total Evaluated Rate (TER). The lowest TER from all technically responsive bids will score 100 points for the TFS. The TFS for the other technically responsive bids will be calculated as follows:

$$TFS = \frac{\text{lowest TER of all technically responsive bids}}{\text{TER of Bidder}} \times 100 \text{ points}$$

H.3 Basis of Selection - Highest Total Combined Rating of Technical and Financial Scores

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 70 weighted points for the Total Technical Score which are subject to point rating; and
 - d. have a price within 125% of the average of all technically passing bid prices.

The rating is performed on a scale of 100 Points.

2. Bids not meeting (a) or (b) or (c) or (d) above will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: (total number of points obtained) / (maximum number of points available) multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price by (lowest evaluated price) / (bid price), and multiplied by the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
 - (a) Bid will be ranked, highest to lowest, based on their final combined Merit and Price score.
 - (b) Up to five (5) contracts may be awarded depending on the number of responsive bids received.
 - (c) The Estimated Overall Value of this requirement will be distributed among the top ranked bids as follow:

If five (5) contracts are awarded:

| | |
|--------------------------------|---------------|
| 1 st (Best Overall) | = \$6,000,000 |
| 2 nd | = \$5,000,000 |
| 3 rd | = \$4,000,000 |
| 4 th | = \$3,000,000 |
| 5 th | = \$2,000,000 |

If four (4) contracts are awarded:

| | |
|--------------------------------|---------------|
| 1 st (Best Overall) | = \$8,000,000 |
| 2 nd | = \$6,000,000 |
| 3 rd | = \$4,000,000 |
| 4 th | = \$2,000,000 |

If three (3) contracts are awarded:

1st (Best Overall) = \$10,000,000
2nd = \$6,000,000
3rd = \$4,000,000

If two (2) contracts are awarded:

1st (Best Overall) = \$12,000,000
2nd = \$8,000,000

Dollar values includes Goods and Services Tax (GST).

If there is at least one compliant bidder on the Aboriginal Set-Aside Solicitation, then the last-ranked bidder in the scenarios above will be recommended for award of a Contract that is \$200,000.00 less than the amount listed. The first-ranked compliant bidder on the Aboriginal Set-Aside Solicitation will be recommended for award of a \$200,000.00 Contract with a 5% minimum work guarantee.

Total Combined Rating

The Total Combined Rating of all responsive bids will be established in accordance with the following:

| Rating | Possible Range | % of Total Score | Rating |
|------------------------------|----------------|------------------|----------------|
| Total Technical Score | 0 - 100 | 80 | 0 - 80 |
| Total Financial Score | 0 - 100 | 20 | 0 - 20 |
| Total Combined Rating | | 100 | 0 - 100 |

CORPORATE CAPABILITY PROJECT NUMBER: ____

| Project Description - complete the following fields | | | | | |
|---|-----------|--|------------|---|-------------|
| Consultant Company Name*, Project Name | | | | Date of Work (range)* | |
| Description of Work (ie primary purpose was Site Characterization, Risk Assessment, or Remediation)* | | | | | |
| Project Relevancy Evaluation - select one box per criteria with the most appropriate response (see Notes) | | | | | |
| Location | | Type of Site | | Primary Contaminant (choose one) | |
| Yukon | 30 | Airport, Military, Highway Maint. Camp | 20 | PFAS, PCB, DDT, Leachable Metals | 10 |
| BC | 15 | Other Relevant Federal Government ¹ | 10 | Metals, Hydrocarbons | 5 |
| Other | 0 | Other | 0 | Other | 0 |
| Appropriate Standards (choose one) | | Number of Key Personnel | | Value of Consulting Work | |
| CCME | 30 | Greater than 4 | 5 | Greater than \$500,000 | 5 |
| BC CSR or Yukon CSR | 15 | 2 to 4 | 2.5 | \$100,000 to \$500,000 | 2.5 |
| Other | 0 | Less 2 | 0 | Less than \$100,000 | 0 |
| Company Performance Evaluation - select one box per criteria with the most appropriate response (see Notes) | | | | | |
| Design | | | | | |
| This is the rating of the quality of the design (of the Consultants Work), including: | | | | Superior | 20 |
| • Understanding of the project objectives and constraints | | | | Satisfactory | 15 |
| • Thoroughness of and logical approach in problem analysis and exploration of alternatives | | | | Not Satisfactory | 10 |
| • Appropriateness of concept and sensitivity to context (physical and non-physical, site, geography, function, client) | | | | Unacceptable | 0 |
| Quality of Results | | | | | |
| This is the rating of the quality of all deliverables throughout the project, including: | | | | Superior | 30 |
| • Responsiveness to PWGSC/Client input | | | | Satisfactory | 22.5 |
| • Coverage of all aspects of process (all technical issues addressed, approval authorities, procedures) | | | | Not Satisfactory | 15 |
| • Quality of studies including: comprehensive, logical analysis, firm and substantiated recommendations, presentation | | | | Unacceptable | 0 |
| • Quality of work (completeness, accuracy, co-ordination) | | | | | |
| • Contract administration - correctness, timeliness | | | | | |
| Management | | | | | |
| This is the rating of how the project was managed including the delivery and overall services, including: | | | | Superior | 30 |
| • Delivery of a comprehensive, reliable and effective service in a responsive and orderly manner | | | | Satisfactory | 22.5 |
| • Understanding of the Consultant role within the context of Client's operating environment and project requirements | | | | Not Satisfactory | 15 |
| • Application of initiative, judgement and attentiveness in providing services | | | | Unacceptable | 0 |
| • Management of Consultant team: leadership, efficiency, fairness, and proper level of service | | | | | |
| • Co-ordination of sub-consultants, if applicable | | | | | |
| Time | | | | | |
| This is the rating of time planning and schedule control, including: | | | | Superior | 10 |
| • Timely and accurate progress reporting | | | | Satisfactory | 7.5 |
| • On-schedule delivery of services in every stage | | | | Not Satisfactory | 5 |
| | | | | Unacceptable | 0 |
| Cost | | | | | |
| This is the rating of the quality of cost planning and control during the life of the project, including: | | | | Superior | 10 |
| • Management of the design development within cost plan | | | | Satisfactory | 7.5 |
| • Timeliness of estimating and cost plan monitoring | | | | Not Satisfactory | 5 |
| • Final project estimate vs. Actual (established at award) | | | | Unacceptable | 0 |
| • Application of value engineering to design decisions, if applicable | | | | | |
| Acknowledgement ² - complete the following fields | | | | | |
| Name of Reference*, Title*, Company* | | | | | |
| Signature* | | | | | |
| Date* | | Telephone Number* | | Email* | |
| Notes | | | | | |
| * = mandatory 1 = does not include: mine sites, First Nations reserves, railways, lighthouses, and service stations 2 = must be a third party currently employed with the client company, be independent of the Bidder, and know the project Superior = exceptional and uncommon level of service, must have demonstrable examples of commendation Satisfactory = acceptable or good service level, fulfilling requirements Not Satisfactory = not acceptable or poor service level, did not meet requirements Unacceptable = unsuitable and inadequate level of service, must have demonstrable examples of condemnation | | | | | |

KEY PERSONNEL CATEGORY AND SPECIALIZATION: _____

| Key Personnel Qualifications | | |
|--|--------------------------------|----------------------------|
| Education | Professional Accreditation* | Years Relevant Experience* |
| Services and Achievements of Key Personnel on projects over career (maximum 1,000 characters) | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Key Personnel Experience on working at a Location in the Yukon (up to 2 projects) | | |
| Project #1 Name & Technical Services _____ | | |
| Location _____ | Reference Name & Number* _____ | |
| Project #2 Name & Technical Services _____ | | |
| Location _____ | Reference Name & Number* _____ | |
| Key Personnel Experience on working at a relevant Types of Site (see Note 1) (up to 2 projects) | | |
| Project #1 Name & Technical Services _____ | | |
| Type of Site _____ | Reference Name & Number* _____ | |
| Project #2 Name & Technical Services _____ | | |
| Type of Site _____ | Reference Name & Number* _____ | |
| Key Personnel Experience on working with a relevant Primary Contaminant (see Note 2) (up to 2 projects) | | |
| Project #1 Name & Technical Services _____ | | |
| Contaminant: _____ | Reference Name & Number* _____ | |
| Project #2 Name & Technical Services _____ | | |
| Contaminant: _____ | Reference Name & Number* _____ | |
| Key Personnel Experience on working with relevant CCME Standards (up to 2 projects) | | |
| Project #1 Name & Technical Services _____ | | |
| Standard: _____ | Reference Name & Number* _____ | |
| Project #2 Name & Technical Services _____ | | |
| Standard: _____ | Reference Name & Number* _____ | |
| Notes | | |
| * = mandatory 1 = Airport, Military, Highway Maintenance Camp 2 = PFAS, PCB, DDT, Leachable Metals | | |

ANNEX I

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

Solicitation No. - N° de l'invitation

EZ897-191436/A

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

EZ897-191436

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur

VAN582

CCC No./N° CCC - FMS No./N° VME

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

Solicitation No. - N° de l'invitation
EZ897-191436/A
Client Ref. No. - N° de réf. du client
EZ897-191436

Amd. No. - N° de la modif.
File No. - N° du dossier

Buyer ID - Id de l'acheteur
VAN582
CCC No./N° CCC - FMS No./N° VME

| FORM 1 - Bidder's Submission Information | | |
|--|--------------|--|
| Bidder's full legal name | | |
| Authorized Representative of Bidder for evaluation purposes (e.g., clarifications) | Name | |
| | Title | |
| | Address | |
| | Fax # | |
| | Email | |
| Bidder's Procurement Business Number (PBN) [see the <i>Standard Instructions 2003</i>] | | |
| Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation) | | |
| Federal Contractors Program for Employment Equity (FCP EE) Certification: | See Annex I | |
| COMPLETE LIST OF NAMES OF ALL INDIVIDUALS WHO ARE CURRENT BOARD OF DIRECTORS OF THE BIDDER: | | |
| NAME | TITLE | |
| _____ | _____ | |
| _____ | _____ | |
| _____ | _____ | |
| _____ | _____ | |
| _____ | _____ | |
| On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. | | |
| Signature of Authorized Representative of Bidder | | |