



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

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

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA  
Ontario

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Ontario Region  
10th Floor, 4900 Yonge Street  
Toronto  
Ontario  
M2N 6A6

<b>Title - Sujet</b> Trans. Can - Environmental Services	
<b>Solicitation No. - N° de l'invitation</b> T4005-200053/B	<b>Date</b> 2022-05-04
<b>Client Reference No. - N° de référence du client</b> T4005-200053	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$TOR-024-8226
<b>File No. - N° de dossier</b> TOR-1-44003 (024)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-05-30</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Brewster, Shannon	<b>Buyer Id - Id de l'acheteur</b> tor024
<b>Telephone No. - N° de téléphone</b> (647)273-1369 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF TRANSPORT T4005 REGIONAL DIRECTOR, PROGRAMS 4TH FL.STE 300 4900 YONGE ST NORTH YORK Ontario M2N6A5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

N° de l'invitation - Solicitation No.

T4005-200053/B

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

T4005-200053

N° de la modif - Amd. No.

File No. - N° du dossier  
TOR-I-44003

Id de l'acheteur - Buyer ID

TOR024

N° CCC / CCC No. / N° VME - FMS

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**This bid solicitation cancels and supersedes previous bid solicitation number T4005-200053/A (Aboriginal Set-Aside Only) dated May 18, 2021 with a closing of June 12, 2021 at 2:00pm.**

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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and any other annexes.

### 1.2 Summary

- 1.2.1 Transport Canada, Ontario Region, has a requirement for the provision of professional and technical services for various types of environmental services related to the management of contaminated sites. The services may include but are not limited to conducting environmental site assessments, risk assessments, design and supervision of site remediation projects and other related services.
- 1.2.2 The description and the number of Regional Individual Standing Offers (RISOs) which are anticipated for are as follows:

Stream	Description	Number of RISOs	Estimated Overall Level of Effort (SO Period – 2 years)
2	Contaminated Sites Consulting Services – Aboriginal Set-Aside	1	\$500,000

- 1.2.3 The period of the RISO is from award to November 11, 2024. Details of the Statement of Work are contained in Annex "A".
- 1.2.4 This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to Annex 9.4 of the Supply Manual. This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses. Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

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- 1.2.5 The Offeror must certify in its offer that it is an Aboriginal business or an eligible joint venture as defined within the Procurement Strategy for Aboriginal Business. Ineligible businesses will not be evaluated.
- 1.2.6 This RFSO allows offerors to use the CPC Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.
- 1.2.7 This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the offer will render the offer non-responsive.

### **1.3 Debriefings**

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

### **1.4 Anticipated migration to an e-Procurement Solution (EPS)**

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- 2.1.1 All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- 2.1.2 Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).
- 2.1.3 The [2006](#) (2020-05-28) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.
- Subsection 21, Code of Conduct for Procurement—bid of the Standard Instructions 2006 is amended as follows:
- Delete: “21 (2016-04-04) Code of Conduct for Procurement—offer  
“The [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) ([https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct-contexte-context-eng.html](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html)) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement*, may render the offer non-responsive.”
- Insert: “21 (2022-01-27) Code of Conduct for Procurement – offer  
The [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) provides that Offerors must respond to Requests for Standing Offers (RFSO) in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the RFSO and resulting contract, submit offers and enter into contracts only if they will fulfill all obligations of the Contract. By submitting an offer, the Offeror is certifying that it is complying with the *Code of Conduct for Procurement*. Failure to comply with the *Code of Conduct for Procurement*, may render the offer non-responsive.”
- 2.1.4 Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:
- Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Offers

- 2.2.1 Offers 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 RFSO:
- 2.2.2 **PWGSC Ontario Region Bid Receiving Unit**  
Only offers submitted using Canada Post Corporation's (CPC) Connect service will be accepted. The Offeror must send an email requesting to open a CPC Connect conversation to the following address:  
[TPSGC.orrceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orrceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

**Note:** Offers will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instruction [2006](#), or to send offers through a CPC Connect message if the Offeror is using its own licensing agreement for CPC Connect service.

2.2.3 It is the Offeror's responsibility to ensure the request for opening a CPC Connect conversation is sent to the email address above at least six days before the Request for Standing Offers closing date.

2.2.4 Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.

### 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 FPS, Offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

(a) **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:

- (i) an individual;
- (ii) an individual who has incorporated;
- (iii) a partnership made of former public servants; or
- (iv) 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, in the context of the fee abatement formula, 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 FPS. 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.

(b) **Former Public Servant in Receipt of a Pension**

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

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites

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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.

(c) **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;
- (vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

**2.4 Enquiries - Request for Standing Offers**

- 2.4.1 All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.
- 2.4.2 Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

**2.5 Applicable Laws**

- 2.5.1 The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- 2.5.2 Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

**2.6 Bid Challenge and Recourse Mechanisms**

- 2.6.1 Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- 2.6.2 Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

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

Buyer ID - Id de l'acheteur  
TOR024  
CCC No./N° CCC - FMS No./N° VME

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- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

2.6.3 Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 3.1 Offer Preparation Instructions

3.1.1 The Offeror must submit its offer electronically in accordance with section 08 of the 2006 standard instructions. The CPC Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

- Section I: Technical Offer
- Section II: Financial Offer
- Section III: Certifications
- Section IV: Additional Information

Prices must appear in Section II : Financial offer only. No prices must be indicated in any other section of the offer.

Bids transmitted by facsimile or hardcopy will not be accepted.

3.1.2 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, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGYSTAR, etc.)

### 3.1.3 Joint Venture Experience

(a) Where the Offeror is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

Example: An offeror is a joint venture consisting of members L and O. An offer requires that the offeror demonstrate experience providing maintenance and help desk services for a period of 24 months to a customer with at least 10,000 users. As a joint venture (consisting of members L and O), the offeror has previously done the work. This offeror can use this experience to meet the requirement. If member L obtained this experience while in a joint venture with a third party N, however, that experience cannot be used because the third party N is not part of the joint venture that is bidding.

(b) A joint venture offeror may rely on the experience of one of its members to meet any given technical criterion of this offer.

Example: An offeror is a joint venture consisting of members X, Y and Z. If an offer requires: (a) that the offeror have 3 years of experience providing maintenance services, and (b) that the offeror have 2 years of experience integrating hardware with complex networks, then each of these two requirements can be met by a different member of the joint venture. However, for a single requirement, such as the requirement for 3 years of experience providing maintenance services, the offeror cannot indicate that each of members X, Y and Z has one year of experience, totaling 3 years. Such a response would be declared non-responsive.

(c) Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this offer. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Offeror is requested to indicate which joint venture member satisfies the requirement. If the Offeror has not identified which joint venture member satisfies the

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requirement, the Contracting Authority will provide an opportunity to the Offeror to submit this information during the evaluation period. If the Offeror does not submitted this information within the period set by the Contracting Authority, its offer will be declared non-responsive.

Example: An offeror is a joint venture consisting of members A and B. If an offer requires that the offeror demonstrate experience providing resources for a minimum number of 100 billable days, the offeror may demonstrate that experience by submitting either:

- Contracts all signed by A;
- Contracts all signed by B; or
- Contracts all signed by A and B in joint venture, or
- Contracts signed by A and contracts signed by A and B in joint venture, or
- Contracts signed by B and contracts signed by A and B in joint venture.

That show in total 100 billable days.

Any Offeror with questions regarding the way in which a joint venture offer will be evaluated should raise such questions through the Enquiries process as early as possible during the offer period.

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

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

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

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

### 3.1.5 **Electronic Payment of Invoices - Offer**

- (a) If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "F" Electronic Payment Instruments, to identify which ones are accepted.
- (b) If Annex "F" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- (c) Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### 3.1.6 **Section III: Certifications**

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

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

### 4.2 Technical Evaluation

#### 4.2.1 Mandatory Technical Criteria

See Annex E "Technical Evaluation Criteria"

#### 4.2.2 Point Rated Technical Criteria

See Annex E "Technical Evaluation Criteria"

### 4.3 Financial Evaluation

#### 4.3.1 Mandatory Financial Criteria:

- (a) The Offeror must submit pricing in accordance with Annex "B", Basis of Payment for the standing offer periods (Year 1 and Year 2) and the one (1) extension period.
- (b) The Offeror must submit a firm hourly rate, in Canadian funds, for each of the six categories of personnel.
- (c) Each of these firm hourly rates will be weighted to reflect the expected level of involvement normal in the type of work to be performed. The weighted rates will then be aggregated to arrive at a Total Weighted Hourly Rate for each Offeror.

The following weighting will be used:

Category	Weight Assigned
RISO Contact	5%
Senior Professional	30%
Intermediate Professional	25%
Junior Professional	20%
Senior Technologist	15%
Admin Support	5%

A sample calculation is listed as follows:

Category	Weight Assigned	Hourly Charge-out Rate Year 1	Weighted Hourly Rate
RISO Contact	5%	\$100.00	\$5
Senior Professional	30%	\$80.00	\$24.00
Intermediate Professional	25%	\$60.00	\$15.00
Junior Professional	20%	\$50.00	\$10.00
Senior Technologist	15%	\$65.00	\$9.75
Admin Support	5%	\$30.00	\$1.50
<b>Year 1 Total Weighted Hourly Rate</b>			<b>\$65.25</b>

An aggregate of the total weighted hourly rates for the first 2 years plus the 1 additional extension (totalling 3 years) will be the Offeror's Bid Evaluated Price.

Example:

Year 1 Total Weighted Hourly Rate - \$65.25

Year 2 Total Weighted Hourly Rate - \$67.25  
 Option Year Total Weighted Hourly Rate - ~~\$70.25~~  
 \$202.75

This Offeror's Bid Evaluated Price is \$202.75.

**NOTE TO BIDDERS:** Bidders must provide rates in accordance with the responsibilities and roles that have been provided under the Category Resources identified in Annex A.

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

#### 4.4 Basis of Selection

##### 4.4.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

- (a) To be declared responsive, an offer must:
  - (i) comply with all the requirements of the Request for Standing Offer;
  - (ii) meet all mandatory technical evaluation criteria; and
  - (iii) obtain the required minimum points specified for the point-rated technical criteria section 2.1 and 2.2.
- (b) Offers not meeting (i) or (ii) or (iii) above will be declared non-responsive.
- (c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- (d) To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- (e) To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 30%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offer with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

**Table 1 - Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

	Offeror 1	Offeror 2	Offeror 3	
<b>Overall Technical Score</b>	115/135	89/135	92/135	
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00	
<b>Calculations</b>	<b>Technical Merit Score</b>	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	<b>Pricing Score</b>	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
<b>Combined Rating</b>	84.18	73.15	77.70	
<b>Overall Rating</b>	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>	

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

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

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

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](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 Additional Certifications Required with the Offer

#### 5.2.1 Set-aside for Aboriginal Business

- (a) This procurement is set aside under the federal government Procurement Strategy for Aboriginal/Indigenous Business, For more information on Aboriginal/Indigenous business requirements of the Set-aside Program for Aboriginal/Indigenous Business, see Annex 9.4, Supply Manual. (*Section 4b of the annex is excluded and does not make up part of this requirement*)
- (b) The Offeror:
- (i) certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
  - (ii) agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
  - (iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- (c) The Offeror must check the applicable box below:
- (i) (  ) **The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.**
- OR**
- (ii) (  ) **The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.**

- (d) The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
- (e) By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

**5.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business**

If requested by the Standing Offer Authority, the Offeror must provide the following certification for each owner and employee who is Aboriginal:

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

\_\_\_\_\_  
Printed name of owner and/or employee

\_\_\_\_\_  
Signature of owner and/or employee

\_\_\_\_\_  
Date

**5.2.3 COVID-19 Vaccination Requirement Certification – Standing Offers**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all offerors must provide with their offer, the COVID-19 Vaccination Requirement Certification attached to this RFSO, to be given further consideration in this procurement process. This Certification is incorporated into, and forms a binding part of any resulting Contract.

**COVID-19 Vaccination Requirement Certification**

I, \_\_\_\_\_ (*first and last name*), as the representative of \_\_\_\_\_ (*name of business*) pursuant to \_\_\_\_\_ (*insert solicitation number*), warrant and certify that all personnel that \_\_\_\_\_ (*name of business*) will provide on call-up(s) issued against the Standing Offer resulting from this Request for Standing Offers who access federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19; or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or

will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for any resulting Contract and who require access to federal government workplaces where they may come into contact with public servants.

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

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

**5.3.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property 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 Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

**5.3.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

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By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the [Employment and Social Development Canada-Labour's website](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

### **5.3.3 Status and Availability of Resources**

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

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

### **5.3.4 Education and Experience**

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

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## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### SECTION A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

#### 6.3 Standard Clauses and Conditions

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

##### 6.3.1 General Conditions

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

Subsection 14 of 2005, General Conditions – Standing Offers – Goods or Services is amended as follows:

Delete: "2005 14 (2016-04-04) Code of Conduct for Procurement – Standing Offer

The Offeror agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Standing Offer and of any resulting contracts.

Insert: "2005 14 (2022-01-27) Code of Conduct for Procurement – Standing Offer

The Contractor agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) and to be bound by its terms for the period of the Contract."

##### 6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex entitled "ANNEX "F" STANDING OFFER USAGE REPORT". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

## 6.4 Term of Standing Offer

### 6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from award to November 11, 2024.

### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Shannon Brewster  
Title: Supply Specialist  
Organization: Public Services and Government Services Canada, Acquisitions Branch  
Address: 4900 Yonge Street, 10<sup>th</sup> Floor, Toronto, ON M2N 6A6  
Telephone: (647) 273-1369  
E-mail address: shannon.brewster@pwgsc-tpsgc.gc.ca

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

### 6.5.2 Project Authority

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

### 6.5.3 Offeror's Representative *(to be completed by Offeror with bid)*

The Offeror's Representative is responsible for receiving day to day inquiries relating to but not limited Call-ups, deliveries and payment issues from Authorised Users.

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Procurement Business Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

It is the Offeror's responsibility to inform the Standing Offer Authority of any changes to the Offeror's Representative.

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

## 6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is Transport Canada, Ontario Region.

## 6.8 Call-up Procedures

The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

### 6.8.1 Work will be called-up as follows:

- (a) The Technical Authority will establish the scope of work to be performed and issue Call-ups on a rotational basis, the first to the highest ranked Offeror, the second to the second ranked, the third to the third ranked, and so on until the limitation of expenditure of each Standing Offer is reached. While Stream 2 will be evaluated separately from Stream 1, the successful Offeror under Stream 2 will be included in the rotation for call-ups with the Stream 1 Standing Offer holders.
- (b) Should an Offeror be unable to meet the requirement, the next ranked Offeror will be approached. This process will continue until the requirement can be fully addressed by an Offeror.
- (c) The Technical Authority will provide the Offeror selected in accordance with the system with a description of each task to be performed, in sufficient detail to enable the Offeror to establish a firm price.
- (d) The Offeror must submit its price and supporting details to the Technical Authority including personnel to perform the work and time required to perform the work in a "proposal".
- (e) If the Offeror's submission is acceptable to Canada, a call-up document will be issued to authorize the start of the work and outline the work requirements, providing deliverable milestone dates and any interim reports that will be required.
- (f) If Canada considers the Offeror's submission to be unacceptable in some way, Canada will provide the Offeror an opportunity to revise the submission. If Canada and the Offeror are unable to agree on the scope of work or other particulars, Canada may proceed to another Offeror.
- (g) If, at any time during the call-up work, it becomes evident that the authorized level of expenditure will be exceeded, the Offeror must immediately advise the Technical Authority and await instruction. Under no circumstances is the authorized level of expenditure to be exceeded by the Offeror.
- (h) All authority for travel or amendments to approved travel must be obtained from the Technical Authority before the travel occurrence.

#### 6.8.1.1 Proportional Basis of Call-ups

The top 3 ranked Offerors in Stream 1 will be based on the example below.

Call-Up Estimated Allocation Example:

# of RISO's to be issued: 3 Total funding available: \$1.5M.

Offeror	Rating	Rank
1	92.11	2

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2	94.19	1
3	89.71	3

Offeror 1 would receive 33.4% of the estimated level of effort.

Offeror 2 would receive 34.1% of the estimated level of effort.

Offeror 3 would receive 32.5% of the estimated level of effort.

### 6.8.2 Exceptions to the above rotational system:

- (a) In the following circumstances Offerors may not be issued call-ups:
- 1) The Offeror is currently providing unsatisfactory service; or
  - 2) The Offeror has recently provided unsatisfactory service and has not yet sufficiently demonstrated that it has addressed outstanding issues.
- (b) Each Offeror will be monitored and evaluated on an ongoing basis during the standing offer period. Formal written feedback may be provided to the Offerors. Verbal feedback will occur frequently and written comments are normally provided with each submitted report; however, Offerors must take responsibility for monitoring their own commitments with respect to deliverables. The call up performance evaluation rating process is provided in Attachment 2 to Section A.
- (c) The purpose of the monitoring is to ensure that Offerors are meeting their commitments with respect to delivery of service. Four factors will be evaluated and rated: scope, cost effectiveness, timeliness and quality.
- (d) Should an Offeror not be capable of taking on additional work, as evidenced by a lack of ability to deliver services on previous or current call-ups, or as described above, it will not be considered for additional call-ups at that time. Canada reserves the right to apply other remedial action if unsatisfactory performance is continued, in accordance with its Vendor Performance Corrective Measure Policy (VPCM).
- (e) Examples of an unsatisfactory level of service are: schedules not being met repeatedly; or quality control problems causing significantly reduced cost effectiveness; administrative documents not being provided in a timely manner.
- (f) In order to be moved back into the call-up process an Offeror will need to demonstrate to the Departmental Representatives that it has corrected outstanding problems and resolved issues that caused the problems. However, Offerors that occasionally turn down work due to other commitments will not be penalized.

### 6.9 Call-up Instrument

- 6.9.1 The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified below.
- 6.9.2 Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
1. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
    - PWGSC-TPSGC 942 Call-up Against a Standing Offer

### 6.10 Limitation of Call-ups

- 6.10.1 Individual call-ups against the Standing Offer must not exceed \$ 225,000.00 (Applicable Taxes included).

6.10.2 Individual call-ups against the Standing Offer to be issued in excess of that limit must be signed by the Contracting Authority before issuance.

### 6.11 Financial Limitation - Total

6.11.1 The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ Applicable Taxes excluded (*to be completed by PWGSC upon award*), unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services - or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

6.11.2 The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 6 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

### 6.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2035](#) (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements;
- h) Annex D, Standing Offer Usage Report;
- i) Attachment 1 to Section A – Call-Up Rating Process; and
- j) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*).

### 6.13 Certifications and Additional Information

#### 6.13.1 Compliance

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

#### 6.13.2 COVID-19 vaccination requirement certification compliance – Standing Offers

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

Canada will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Contractor fails to comply with such Certification during the period of the Contract (call-up).

#### 6.13.2 SACC Manual Clauses

SACC Manual clause [M3020C](#) (2016-01-28) Status of Availability of Resources – Standing Offer

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

#### **6.14 Applicable Laws**

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

#### **6.15 Transition to an e-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

#### **6.16 Inspection and Acceptance**

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

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## SECTION B. RESULTING CONTRACT CLAUSES

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

### 6.1 Statement of Work

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

### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

2035 (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Subsection 45 of 2035, General Conditions – Higher Complexity – Services, is amended as follows:

Delete: “45 (2016-04-04) Code of Conduct for Procurement - contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) and to be bound by its terms for the period of the Contract.”

Insert: “45 (2022-01-27) Code of Conduct for Procurement - contract

The Contractor agrees to comply with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) and to be bound by its terms for the period of the Contract.”

### 6.3 Term of Contract

#### 6.3.1 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

### 6.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

### 6.5 Payment

#### 6.5.1 Basis of Payment

1. The Basis of Payment attached as Annex B shall be used to price any call-up made pursuant to this Standing Offer.
2. Depending on the call-up, one of the following will apply:

##### 6.5.1.1 Basis of Payment - Firm Price

For the Work described in \_\_\_\_\_ (*insert the applicable section(s) of the statement of work or requirement to which this basis of payment applies*) of the Statement of Work in Annex “A”.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified on the Call-up document. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**OR**

**6.5.1.2 Basis of payment: Cost reimbursable – Limitation of expenditure**

For the Work described in the statement of work in Annex A.

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in attachment 1 to Annex B, t to a limitation of expenditure as specified on Call-up document. Customs duties are included and Applicable Taxes are extra.

**6.5.2 Limitation of Price**

SACC Manual Clause [C6000C](#) (2017-08-17) Limitation of Price

**6.5.3 Terms of Payment**

Depending on the call-up, one of the following will apply:

**6.5.3.1 Monthly Payment**

SACC Manual clause [H1008C](#) (2008-05-12) Monthly Payment

**OR**

**6.5.3.2 Progress Payments**

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to \_\_\_\_\_ percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed \_\_\_\_\_ percent of the total amount to be paid under the Contract;
  - d. all certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

**6.5.4 SACC Manual Clauses**

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

SACC Manual clause [C0705C](#) (2010-01-11) Discretionary Audit

**6.5.5 Electronic Payment of Invoices – Call-up**

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)

## 6.6 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.
2. Invoices must be distributed as follows:
  - a. Invoices will be emailed to the Project Manager, for certification and payment, identified at the time of the call-up.

### 6.6.1 Invoicing Instructions - Progress Payment Claim - Supporting Documentation not required

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment. Each claim must show:
  - a. all information required on form [PWGSC-TPSGC 1111](#);
  - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - c. a list of all expenses;
  - d. the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.  
The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.
4. The Contractor must not submit claims until all work identified in the claim is completed.

## 6.7 Insurance – Specific Requirements

- (a) The Contractor must comply with the insurance requirements specified in Annex C. 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.
- (b) 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.
- (c) 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

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an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

#### **6.8 SACC Manual Clauses**

SACC Manual clause [A3000C](#) (2014-11-27) Aboriginal Business Certification

#### **6.9 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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## ANNEX A STATEMENT OF WORK

### 1. REQUIREMENT

Transport Canada, Ontario Region (TC) has a requirement for the provision of professional and technical services for various types of environmental services related to the management of contaminated sites. The services include but are not limited to conducting environmental site assessments, risk assessments, environmental monitoring, design and supervision of site remediation projects and other related services.

### 2. ROLES AND RESPONSIBILITIES

**The Offeror must provide the following resources:**

#### 2.1 RISO Contact (minimum of 10 years relevant work experience):

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

#### 2.2 Senior Professional (minimum of 10 years relevant work experience):

The role of the Senior Professional is to manage projects and/or provide senior level technical assistance to the project team. The projects undertaken will often involve difficult or complex aspects. Responsibilities include providing senior reviews and quality control assurance. The Senior Professional's role is, as required and within their field of specialty, to provide technical guidance, ensure quality control, prepare work plans, prepare reports, and conduct peer reviews. They are responsible for providing technical support, as required, to the project team.

#### 2.3 Intermediate Professional (minimum of 5 years relevant work experience):

The Intermediate Professional manages most routine projects and/or provides technical assistance to the project team. Responsibilities include managing routine projects and/or providing specialized technical assistance to the project team. Intermediate professionals must be able to develop routine work plans, prepare reports, and ensure quality control assurance for routine projects.

#### 2.4 Junior Professionals (minimum of 2 years relevant work experience):

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

#### 2.5 Senior Technologist (minimum of 8 years relevant work experience):

The Senior Technologist conducts field programs under the direction of the project manager including but not limited to subsurface investigations (i.e. test pits, monitoring wells), sampling for various media (i.e. soil, sediment, and groundwater) for potential contaminants as well as measuring, observing and recording field information. Responsible for following work plans including health and safety plans as directed by the project manager. The Senior Technologist must be certified under the Ontario Association of Certified Technologists and Technicians (OACTT).

#### 2.6 Administrative Support:

The Administrative role provides project management support services to the project team in the following (but not limited to) categories: billing and invoicing, word processing, document printing/transfer and other support tasks.

### **3. SCOPE OF WORK**

Depending on the site-specific considerations and environmental issues, the Contractor may be required to carry out all or part of the following studies and services including but not limited to the following project categories:

#### **3.1 Screening Level Reviews**

- a. Review reports for the site to identify historical environmental issues previously identified.
- b. Conduct limited interviews with people with present knowledge of the site operations.
- c. If required, conduct an inspection of the property for evidence of possible environmental concerns such as staining, debris and tanks as well as environmental issues identified previously, if accessible from the exterior of the buildings, to determine whether those issues remain, have been remedied or have become a more significant concern.
- d. Compile a summary of findings and recommend whether a full Phase I Environmental Site Assessment (ESA) is required.
- e. Full historical reviews, tenant interviews and interior building inspections are not included as part of Screening Level Reviews.

#### **3.2 Phase I Environmental Site Assessment**

- a. Phase I ESA investigations consist of a compilation and review of all available information regarding the site including historical information. Information gathering will include but is not limited to:
  - i. Information related to any past or present potential environmental issues (storage tanks, fire training areas, waste disposal areas, etc)
  - ii. The site characteristics (example: site geology, surface water and groundwater, soils, sediments, utilities, services, setting and adjacent land use); and
  - iii. The historical background of the site including land title search and aerial photos.
- b. Phase I ESA will also include a site reconnaissance to determine any visible signs of contamination and to characterize the general extent of contamination, to the extent possible without use of intrusive methodologies. Adherence to Canadian Standards Association Standard Z768 to perform work is mandatory. The Phase I ESA must also follow the 10-step process of federal contaminated sites decision-making framework. In addition to the standard Phase I ESA requirements, the site visit may also entail some representative sampling (soils, sediment, surface water, building materials such as paints, asbestos, and other media) and laboratory testing (example: 'Enhanced' Phase I ESA) on a site specific basis at the discretion of the Technical authority.
- c. Portions of the project requirements may be modified at the discretion of the technical authority based on project specific requirements (example: Land titles searches may not be required in instances where the task has already been carried out by Transport Canada).
- d. A report outlining the findings of the Phase I ESA with recommendations and cost estimate for further work, if required, will be produced.

#### **3.3 Phase II Environmental Site Assessment**

- a. A Phase II ESA confirms the absence or presence and nature of contamination, usually through a sampling and laboratory analysis program.
- b. A Phase II ESA is performed in response to recommendations outlined in the Phase I ESA and includes the intrusive sampling of various impacted media at all areas of potential environmental concern (APECs) and analytical testing to confirm the concentration of contaminants of potential concern (COPCs) in relation to the Canadian Council of Ministers of the Environment (CCME) Environmental Quality Guidelines (EQG). Where CCME EQG do not exist, environmental guidelines or standards from other jurisdictions (example: Provincial and Territorial) may be applied. Adherence to Canadian Standards Association Standard

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CAN/CSA-Z769-00 (R2008) to perform the work is mandatory. The Phase II ESA must also follow the 10-step process of federal contaminated sites decision-making framework.

- c. Phase II ESAs consist of field investigations that may involve geophysical surveys, test pitting, sediment sampling, storage tank site assessments, borehole drilling, and/or the installation of groundwater monitoring wells, as well as other site specific tasks. The field program should provide sufficient information for the evaluation of any site contamination by characterizing soil, surface and bedrock geology, sediment, hydrology, hydro-geology and other relevant environmental components.
- d. The results of the investigation and laboratory analysis should then be assessed to confirm the presence of contamination and identify the type of impacts on-site.
- e. Consideration should be given to such factors as potential for migration and off-site contamination, background levels, magnitude and number of exceedances.
- f. If possible, the results of the investigation are used to determine the extent of any surface and/or subsurface contamination associated with the area of investigation. However, a Phase III ESA may be required to delineate contamination.
- g. Site plans and subsurface profiles would be produced to assist in characterizing and possibly delineating the contamination and migration patterns, if applicable. Conceptual site models should be prepared for the sites investigated. Conceptual site models may also be required to emphasize the type and extent of subsurface contamination, define the pathways for contaminant migration and identify potential receptors.
- h. A report documenting the findings of the Phase II ESA and recommendations for further work, if required, will be produced. A substantive cost estimate for any additional site assessment work required is to be included with the recommendations.
- i. The Phase II ESA will gather the mandatory information required for reporting to the Federal Contaminated Sites Inventory, including a classification or ranking completed in accordance with the FCSAP Contaminated Site Classification. This classification may need to be updated after the completion of the Phase III ESA.
- j. Data sheets to assist in reporting site information into the Federal Contaminated Sites Inventory may need to be completed.

#### **3.4 Phase III Environmental Site Assessment**

- a. Phase III ESAs include additional field sampling and laboratory analysis to further define the extent of contaminants identified on-site during the Phase II ESA.
- b. A detailed characterization of the site will be completed in order to assess chemical movement along various pathways and the resultant human and environmental exposures.
- c. The detailed investigation will delineate boundaries of contamination found during the Phase II ESA.
- d. An examination and definition of areas of unknown subsurface anomalies will be undertaken in areas that have been identified through remote sensing or geophysical techniques.
- e. If required, collection of additional infrastructure data that will be required to demolish, clean, stabilize and isolate man-made structures on the site (example: buildings, tanks, pits and lagoons) or facilitate remediation or reclamation of the site may be required.
- f. Collect all site information required to further assess clean-up criteria and assess the feasibility of various remedial options and associated costs necessary to attain preferred end land use.
- g. A report outlining the findings of the Phase III ESA and recommendations for further work, if required, will be produced. This document may be presented in a single document or under a separate cover at the discretion of the Technical authority. This document will include, as required, one or more of the following:
  - i. A substantive cost estimate for additional investigation;
  - ii. Preparation of remedial options evaluation;
  - iii. Remedial action plan.

### **3.5 Contaminated Sediment Assessment**

- a. The Contractor is required to assist in the assessment of contaminated sediments.
- b. The Contractor is required to complete all or parts of the following tasks:
  - i. Review all previous site information and reports.
  - ii. Analyze existing information and identify any significant gaps in data required to complete the sediment assessment.
  - iii. Develop, update or revise a conceptual site model for a contaminated site.
  - iv. Identify contaminants of potential concern
  - v. Identify receptors of potential concern and exposure pathways.
  - vi. Design and implement a sampling and analysis plan to collect and analyze samples (sediment, surface water, benthic, invertebrates, etc.) to confirm the absence or presence and nature of contamination.
  - vii. Assess sediment toxicity.
  - viii. Determine appropriate reference areas/locations and their characteristics.
  - ix. Collect additional data to delineate the extent (vertical and/or lateral) of contaminated sediments and/or to eliminate data gaps from previous assessments. All sampling should be completed following Volume 1 through 4 of CCME's guidance Manual for Environmental Site Characterization in Support of Environmental and Human Health Risk Assessment. This may also include consideration and implementation of a weight of evidence (WOE) approach to assess contaminated sediments.
  - x. Conduct an assessment of contaminated sediment in accordance with the "Canada-Ontario Decision-Making Framework for Assessment of Great Lakes Contaminated Sediment" (Environment Canada & Ontario Ministry of the Environment, 2008) and/or the "Framework for Addressing and Managing Aquatic Contaminated Sites Under the Federal Contaminated Sites Action Plan (FCSAP)" (Golder, 2011)
  - xi. Complete the FCSAP Aquatic Sites Classification System (ASCS).
  - xii. Peer review sediment assessments or related reports prepared by others.
  - xiii. Determine and appropriate action with regard to contaminated sediment management or clean-up.
  - xiv. Other related work as required.

### **3.6 Human Health and Ecological Risk Assessment**

- a. Work required may include assessing the risks to human health and ecological health, and may take the following:
  - i. Preliminary Quantitative Risk Assessment for Human Health (PQRA);
  - ii. Screening Level Ecological Risk Assessment (SLERA);
  - iii. Human Health Risk Assessment (SSRA);
  - iv. Detailed Quantitative Risk Assessment (DQRA); and
  - v. Human Health and Ecological Risk Assessment under Ontario Regulation (O. Reg.) 153/04, as amended.
- b. Depending on the site-specific considerations and environmental issues at hand, the Contractor may be retained to perform all or part of the following tasks but not limited to:
  - i. Review all previous site information and reports.
  - ii. Analyze existing information and identify any significant gaps in data required to complete a risk assessment.
  - iii. Conduct a site reconnaissance to determine, understand and/or verify relevant risk information including such characteristics as site access, site usage, potential human and ecological receptors, additional exposure pathways, habitat assessments and visible signs of ecological stress.

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- iv. Identify appropriate human and ecological receptors through available information, relevant literature and/or field observations.
  - v. Develop, update or revise a conceptual site model for a contaminated site.
  - vi. Design and implement a sampling plan to collect additional samples (soils, sediment, benthic, invertebrates, groundwater and surface water, indoor air, etc) to eliminate data gaps from previous assessment and provide additional data to reduce assumptions. All sampling should be completed following Volume 1 through 4 of CCME;s Guidance Manual for Environmental Site Characterization in Support of Environmental and Human Health Risk Assessment.
  - vii. Collect ecological samples of plants, animals, fish and insects, as required.
  - viii. Conduct quantitative and qualitative assessments for both human and ecological receptors, considering all COPCs and all applicable exposure pathways. Where possible, risk assessments are required to follow the most current available federal risk assessment protocols developed by CCME, Health Canada, Environment Canada and Climate Change and the Department of Fisheries and Oceans. For risk assessments involving sediments or for sediment toxicity studies, the work shall follow the Canada-Ontario Agreement: Contaminated Sediment Assessment Decision-Making Framework and the Framework for Addressing and Managing Aquatic Contaminated Sites under the FCSAP.
  - ix. In some cases (example: federal property is transferred to the province of Ontario or a municipality), a Record of Site Condition (RSC) may be required. In these cases, the risk assessment and supporting documentation will need to meet the requirements set-out in O.Reg.153/04- Record of Site Condition Regulation, as amended from time to time. The Contractor may be expected to submit the resulting RSC on behalf of Transport Canada.
  - x. Develop and assist in implementing remedial action plans, risk management measures and remediation strategies, following the completion of the risk assessment.
  - xi. Provide an NCSCS 2008 score for the site or complete a Site Closure Tool.
  - xii. Peer review risk assessments or related reports prepared by others.
  - xiii. Other related work as required.

### **3.7 Other Works**

Other studies and services may be required in order to facilitate or undertake work related to ESAs, Risk Assessment and/or Remediation such as, but not limited to the following:

- a. Environmental Monitoring;
- b. Designated Substances Survey;
- c. Studies involving assessment and management of per and Polyfluoroalkyl Substances (PFAS);
- d. Long term monitoring of soil, groundwater, surface water, sediment, air quality;
- e. Monitoring well decommissioning;
- f. Site classification;
- g. Biological Studies and Investigations;
- h. Geotechnical and Geophysical Assessments;
- i. Development of design and specifications for implementation of risk management or remediation measures
- j. Implementation of small-scale remediation or risk management measures (e.g. excavation/offsite-disposal/confirmatory sampling; repairs to existing caps/surface cover)
- k. Confirmatory sampling of environmental media;
- l. Marine Hydrographic;
- m. Bathymetric Surveys;
- n. Structural Assessments;

- o. Demolition Assessment and Waste Survey;
- p. Archeological Assessments;
- q. Litigation Support related to contaminated site work;
- r. Peer Review of various contaminated sites projects;
- s. Contaminated Sites Program coordination;
- t. Preparing guidance, training and presentation materials that pertain to contaminated sites for delivery to federal employees and/or for information purposes;
- u. Delivering training;
- v. Federal Contaminated Site Action Plan (FCSAP) related program and process studies and project reviews; and
- w. Public consultation and stakeholder and Indigenous engagement.

### **3.8 Federal Reporting Requirements**

- a. The Contractor, when required, will be responsible for completing or updating a National Classification System for Contaminated Sites (NCSCS) site classification for each identified Area of Potential Environmental Concern or Area of Environmental Concern. Procedures for performing an NCSCS site classification are provided in the Canadian Council of Ministers of the Environment National Classification System for Contaminated Sites Guidance Document, 2008
- b. If a site is located in or near a water body, then the Federal Contaminated Sites Action Plan (FCSAP) Aquatic Sites Classification System (ASCS) will be used instead (to be provided on request)
- c. The Contractor, when required, will complete the FCSAP site closure report (SCR) which consists of minimum requirements for documenting the closure of remediated or risk managed federally contaminated sites funded by the FCSAP program. It provides consistent evaluation criteria or conditions that determine when a site can be considered closed.
- d. The Contractor, when required will complete or update the Federal Contaminated Sites Inventory (FCSI) database. Procedures for entering information into the database are provided in the Treasury Board Federal Contaminated Sites Inventory (FCSI) Input Guide, (2016) to be provided upon request.
- e. The Contractor, when required, will be responsible for developing or updating an indicative estimate of liability or contingent liability for all sites on the property. These liability estimates must use the following:
  - i. Remediation Liabilities related to contaminated sites: a supplement to the financial information strategy (FIS) manual <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=20888>
  - ii. TBS Accounting Standard 3.6 Contingencies (March 2006) <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32499>
  - iii. Canadian Council of Ministers of the Environment Recommended Principles on Contaminated Sites Liability [http://publications.gc.ca/collections/collection\\_2010/ccme/En108-4-43-2006-eng.pdf](http://publications.gc.ca/collections/collection_2010/ccme/En108-4-43-2006-eng.pdf)

All laboratories used for performing analysis must be members of the Canadian Association for the Laboratory Accreditation (CALA) or Standards Council of Canada (SCC). If CALA or SCC accreditation for a specific parameter is not available, the Contractor must provide the appropriate accreditation upon acceptance of the technical authority at the time of the call-up.

**ANNEX B**  
**BASIS OF PAYMENT**

1. Labour will be charged at firm hourly rates inclusive of overhead and profit, in accordance with the following:

**Standing Offer Period – Date of Award to November 11, 2024**

Standing Offer Period 1 – Date of Award to November 11, 2023

Standing Offer Period 2 – November 12, 2023 to November 11, 2024

#	Personnel Specialization	Firm Hourly Rate for Standing Offer Period 1	Firm Hourly Rate for Standing Offer Period 2
1	RISO Contact	\$ _____ /hr	\$ _____ /hr
2	Senior Professional	\$ _____ /hr	\$ _____ /hr
3	Intermediate Professional	\$ _____ /hr	\$ _____ /hr
4	Junior Professional	\$ _____ /hr	\$ _____ /hr
5	Senior Technologist	\$ _____ /hr	\$ _____ /hr
6	Admin Support	\$ _____ /hr	\$ _____ /hr

2. Direct charges will be charged at actual cost with no mark-up and no provision for profit. Costs for items including costs for drilling rigs/equipment/services, Monitoring Well (MW) installation, supplies for MW decommissioning, laboratory analytical costs etc. will be reimbursed based on receipts provided. The amount of allowable direct charges will be determined at the time of each call-up by the Technical Authority.

- a. Equipment
- b. Rentals
- c. Materials, supplies, instrumentation, components
- d. Subcontracts
- e. Travel and Living Expenses – National Joint Council Travel Directive: The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle expenses specified in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to “travelers”, rather than those referring to “employees”. Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority. (Note: travel and living expenses quoted by NJC include HST. Need to separate expenses from HST when submitting invoices)

All payments are subject to government audit. Costs must be computed in accordance with Contract Price Principles 1031-2. Please see SACC Manual Clause 1031-2 (2012-07-16), Contract Cost Principles: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/1031-2/6>

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## ANNEX C

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

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

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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.

## **2. Automobile Liability Insurance**

- 2.1 The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2.2 The policy must include the following:
  - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits - all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

## **3. Environmental Impairment Liability Insurance**

- 3.1 The Contractor must obtain Type 2: Contractors Pollution Liability, and Type 4: Contractors Professional Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
- 3.2 If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3.2 The Type 2: Contractors Pollution Liability, and Type 4: Contractors Professional 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

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

- f. 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.



**Attachment 1 to Section A – Call-Up Rating Process**

**Call-up Performance Evaluation Rating Process:**

Each on-going and completed call-up will be evaluated for performance every 3 months by the Technical Authority using the rating table and form provided below. The Offeror has to obtain a minimum of “Met” for all four performance categories in order to pass the evaluation.

If one of the four performance categories fails to meet the requirement, then the performance evaluation will receive an overall rating of “Not Met”. If an Offeror receives overall ratings of “Not Met” in any three consecutive evaluations, the Technical Authority reserves the right to suspend the Offeror from the rotation for a minimum period of 6 months or apply other remedial action, in accordance with Canada’s Vendor Performance Corrective Measure Policy (VPCM), if unsatisfactory performance is continued.

<b>RISO CALL UP PERFORMANCE CRITERIA</b>		
<b>PERFORMANCE CATEGORY</b>	<b>NOT MET</b>	<b>MET</b>
<b>Scope</b>	Scope requirements lacking, project impacted negatively	All scope completed to requirements
<b>Schedule</b>	Timelines missed, project impacted negatively	Timelines met
<b>Budget</b>	Major weaknesses, impacting delivery of the project(s)	Budget management met requirements, invoices received in
<b>Quality</b>	Major weaknesses, impacting delivery of the project(s)	Minimal weaknesses

Solicitation No. - N° de l'invitation  
T4005-200053/B  
Client Ref. No. - N° de réf. du client  
T4005-200053

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

Buyer ID - Id de l'acheteur  
TOR024  
CCC No./N° CCC - FMS No./N° VME

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**Attachment 2 to Section A – Call-up Performance Evaluation Form**

**Contract Number** **Project Number** **Standing Offer No.**

**Description of work**

**Firm's Name**

**Firm's Address**

**Technical Authority**

**Contract Information**

Name:  
Tel No.  
Email:

Contract Award Amount:  
Contract Award Date:  
Estimated Completion Date:

**Performance Category**

1) Scope MET | NOT MET

Comments:

2) Schedule MET | NOT MET

Comments:

3) Budget MET | NOT MET

Comments:

4) Quality MET | NOT MET

Comments:

**Overall Score**

**Name & Title**

**Signature & Date**

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**ANNEX E**  
**TECHNICAL EVALUATION CRITERIA**

**1. Mandatory Technical Criteria**

The Offeror must provide documentation and demonstrate in the offer that they meet each and every criterion. The Offeror must not simply repeat the requirement but must explain and demonstrate how the Offeror will meet the requirements and carry out the required Work. Failure to demonstrate and/or provide supporting documentation will result in the offer being deemed non-responsive.

**1.1 CORPORATE EXPERIENCE**

No.	Mandatory Technical Criteria	Cross Reference to Technical Offer
<b>M1</b>	<p>The Offeror must be an Environmental Firm licensed, certified, or otherwise authorized to provide the necessary environmental and professional services to the full extent that is required by Federal or provincial law applicable to the Contaminated Sites Consulting Services in the province of Ontario.</p> <p>To demonstrate compliance, the Offeror must provide within its offer a copy of the valid Certificate of Approval from the Association of Professional Geoscientists of Ontario or Certificate of Authorization from the Association of Professional Engineers of Ontario.</p>	
<b>M2</b>	<p>The Offeror must demonstrate that they have a minimum of 5 years of experience within the last 10 years, from the date of solicitation closing, performing services in each of the following Contaminated Site Assessment categories:</p> <ol style="list-style-type: none"> <li>1. Human Health and Ecological Risk Assessment;</li> <li>2. Contaminated Sediment Assessment; and</li> <li>3. Assessment and Management of Polyfluoroalkyl Substances</li> </ol> <p><i>To demonstrate compliance, the Offeror must provide a minimum of one (1) project per Contaminated Sites Assessment category, with a maximum of 6 projects in total for all 3 categories specified above. Each project must include the following information:</i></p> <ol style="list-style-type: none"> <li>a) Contaminated Site Assessment category;</li> <li>b) Description of the assessment services performed;</li> <li>c) Project name;</li> <li>d) Project location (city, province/territory/state, country);</li> <li>e) Project start date and completion date (DD/MM/YYYY); and</li> <li>f) Name of client organization</li> </ol>	
<b>M3</b>	<p>The Offeror must propose one *In-House resource for each of the 6 key positions below and must demonstrate that each resource has a minimum of 10 years of experience, from the solicitation closing date, in their key position in Contaminate Sites. Years of experience does not include time spent completing education.</p> <ol style="list-style-type: none"> <li>1. <b>Senior Resource - Project Manager:</b> must demonstrate experience managing a variety of Contaminated Sites projects.</li> <li>2. <b>Senior Resource – Environmental Site Assessment (ESA):</b> must be qualified as a Qualified Person, Environmental Site Assessment (QP ESA) under the Ontario Regulation 153/04, as amended from time to time. The Offeror must submit evidence that their QP ESA meets the qualifications under</li> </ol>	

No.	Mandatory Technical Criteria	Cross Reference to Technical Offer
	<p>the Ontario Regulation 153/04, as amended, by submitting a copy of their valid professional license (i.e. P.Eng and/or P.Geo). The license must be valid for a minimum of 3 months after solicitation closing date.</p> <p>3. <b>Senior Resource - Risk Assessor – Human Health Toxicologist:</b> must be qualified as a Qualified Person, Risk Assessment (QP RA) under the Ontario Regulation 153/04, as amended from time to time. The Offeror must submit evidence that their QP RA meets the qualifications under the Ontario Regulation 153/04, as amended, by submitting Sections 8 and 10 of a submitted Risk Assessment Pre-submission Form that has been accepted by the Ministry of the Environment and Climate Change (MECP), which identifies the resource proposed as the QP RA in the current offer. This resource must demonstrate Risk Assessment experience with human health.</p> <p>4. <b>Senior Resource - Risk Assessor / Terrestrial or Wildlife Toxicologist (Ecotoxicologist):</b> qualified as a Qualified Person, Risk Assessment (QP RA) under the Ontario Regulation 153/04, as amended from time to time. The Offeror must submit evidence that their QP RA meets the qualifications under the Ontario Regulation 153/04, as amended, by submitting Sections 8 and 10 of a submitted Risk Assessment Pre-submission Form that has been accepted by the MECP, which identifies the resource proposed as the QP RA in the current offer. This resource must demonstrate Risk Assessment experience with terrestrial or wildlife components.</p> <p>5. <b>Senior Resource - Sediment Assessment Specialist:</b> must demonstrate experience participating in projects with a sediment assessment component.</p> <p>6. <b>RISO Contact:</b> The proposed resource can be a resource that has been proposed for another key position listed above or a new resource can be proposed. The proposed resource must have experience (from the solicitation closing date) in at least one of the following categories.</p> <ul style="list-style-type: none"> <li>• Human Health and Ecological Risk Assessment</li> <li>• Assessment and management of PFAS</li> <li>• Contaminated Sediment Assessment</li> <li>• Phase I Environmental Site Assessment</li> <li>• Phase II or III Environmental Site Assessment</li> <li>• Environmental Monitoring</li> </ul> <p><i>For each of the proposed resources, the Offeror must include a resume that should not exceed 2 pages and must include the following information:</i></p> <ul style="list-style-type: none"> <li>a) <i>Name of resource proposed;</i></li> <li>b) <i>Resources roles;</i></li> <li>c) <i>All post-secondary education institutions attended, dates attended (MM/YYYY) and credentials obtained by the resource;</i></li> <li>d) <i>Work history with employer's names, dates employed(MM/YYYY), job title and responsibilities; and</i></li> <li>e) <i>A copy of the requested license or certification, if applicable.</i></li> </ul>	

No.	Mandatory Technical Criteria	Cross Reference to Technical Offer
	<b>Note to Offeror:</b> The proposed resources will be further evaluated in the resource point rated criteria. *All resources must be in-house. Resources employed by a joint-venture are considered in-house; sub-contractors are not considered in-house.	
<b>M4</b>	<p>The Offerors must provide an organizational structure of their team and demonstrate the management approach that is logical in order to maximize work efficiency, assign appropriate project/site-specific resources and enable successful completion of the required services. This must include, at a minimum, following elements:</p> <p>A. Provide an organization chart for their proposed project team. This chart</p> <ul style="list-style-type: none"> <li>i. must reflect the key resources' involvement in implementing an assessment category specified in M2;</li> <li>ii. must include the name of the key resources identified in M3 and clearly show how project teams consisted of all the resources outlined in Section 2 of Annex A would work together to implement a project; and</li> <li>iii. must show the management and reporting structure of the proposed project team and how it fits into the overall firm.</li> </ul> <p>B. A detailed text description of the roles, responsibilities, authorities and accountabilities of the proposed project team.</p>	

## 2. Point Rated Technical Criteria

Offers meeting all Mandatory Technical Criteria will be evaluated against the Point Rated Technical Criteria.

The total maximum points available for the Point-Rated technical criteria are 1075 points. **The minimum pass score required for Section 2.1 and 2.2 of the point rated technical criteria is specified below.** If the Offeror's technical offer does not receive a score meeting or exceeding the minimum pass score in these two sections, then **no further consideration will be given** to the offer. Half points will not be allocated.

The breakdown of points for each point rated section is as follows:

Criteria Section	Maximum Points Available	Minimum Pass Score
<b>2.1 Corporate Experience (R1 to R4)</b>	<b>575</b>	<b>402</b>
<b>2.2 Resource Experience (R5 to R7)</b>	<b>500</b>	<b>350</b>

In order to obtain technical point(s), Offeror in preparing their submission, should respond to the corresponding rated requirement by providing a description explaining, demonstrating or justifying their capability or approach to meet the requirement and not simply repeat the requirement. Offeror's response should be relevant, thorough, clear, and concise.

Offeror should utilize the unique number identified with each point-rated criteria and the associated title in responding to the rated criteria. Offerors' responses to the point-rated criteria will be evaluated and scored in accordance with the scoring schemes.

Validation checks may be completed at the sole discretion of Canada to assist in validating the information provided by the Offeror.

**2.1. CORPORATE EXPERIENCE (R1 TO R4)**

**Section A: Project Management Methodology**

The Offeror should demonstrate a project management methodology that will be used for a hypothetical project within the scope of this requirement and describe the processes that will be in place to ensure that high quality services are delivered on time, on budget and meeting requirements. The project management methodology should demonstrate communication strategies and internal reporting relationships to support quick and successful resolution to all problems and interactions with stakeholders.

The project management methodology should describe how the team will be organized in its approach and methodology in the delivery of the required services, and that they have the capability and capacity to provide all of the required services in a well-managed manner.

#	Point Rated Criteria	Scoring Scheme	Maximum Available Points	Cross Reference to Technical Offer
R1	To demonstrate compliance, the project management methodology must include, at a minimum, the following established processes: a) Tracking and managing scope, cost, and schedule; b) Change and configuration management; c) Quality management- Describe corporate quality management procedures to ensure high quality services; d) Risk/issues management; and e) Communications	10 points for each process included	<b>50 Points</b>	

**Section B: Project Experience**

In response to this section, the Offeror should describe 9 projects completed in the last 10 years (from the solicitation closing date) for the following project categories:

1. Human Health and Ecological Risk Assessment (1 project)
2. Assessment and management of PFAS (2 projects)
3. Contaminated Sediment Assessment (2 projects)
4. Phase I Environmental Site Assessment (1 project)
5. Phase II/III Environmental Site Assessment (2 projects)
6. Environmental Monitoring (1 project)

If more than 9 projects are submitted, only the first 9 projects will be evaluated

**The descriptions for each project should consist of the following:**

1. **Project Information:** Project category, project name, project location (city, province/territory/state, country), start date (DD/MM/YYYY) and completion date (DD/MM/YYYY).
2. **Project Client Information:** Organization name and address, client reference at the working level including name, title, and contact information email or phone number.

- 3. Project Value:** Total cost (tax not included) of the commissioned work/contract for the specified category portion of the project in Canadian currency (CAD). For example, if a project was completed for Phase I and II ESAs, and the project is submitted for the Phase I ESA category, only the cost for the Phase I ESA portion of the work will be considered as the Project Value.
- 4. Project Scope and Description:** Clearly describe the project scope and its similarity to the scope and tasks of required in the Statement of Work. Based on the services required for each project category, the description should include elements as relates to the specified category such as: emerging contaminants (e.g., PFAS), work plan design, soil sampling, sediment sampling, development of site-specific toxicological reference values (TRVs), risk characterization, evaluating toxicological data, development of conceptual site models, weight-of-evidence approach, ecological surveys, public communications, health and safety, etc. In case the project was carried out in a joint venture, the Offeror should identify the responsibilities of each of the firms involved in each project.
- 5. Project Management:** Demonstrate and describe the applicable elements of project management utilized for project completion including:
- integration and work planning,
  - scope – work breakdown structure,
  - scheduling and time management,
  - budget tracking,
  - progress reporting,
  - quality control,
  - change control,
  - human resource management,
  - communications,
  - project risk,
  - procurement and
  - environmental protection.

**Note to Offerors:** A distinct phase or stage of a larger project or program will be considered a project in its own right as long as the work associated with that phase is completed. For the purposes of this evaluation, identifying positions on standing Bids or supply arrangements in and of itself will not be considered as an example of a project, nor will simply providing a list of multiple projects satisfy the requirement to demonstrate meeting this criterion.

Offeror should limit their response for each project to a maximum of 1500 words.

#	Point Rated Criteria	Scoring Scheme	Maximum Available Points	Cross Reference to Technical Offer
R2	<b>Project Client</b> The Offeror should provide the Project Client Information for each of the proposed projects under Section B above. (total 9 projects)	A maximum of 15 points is available for each proposed project based on the type of Project Client: <ul style="list-style-type: none"> <li>▪ 15 points = Canadian Federal Government Organization (Canadian Federal Departments, Crown Corporations, Boards, or Agencies)</li> <li>▪ 10 points = Canadian Provincial or Territorial</li> </ul>	<b>135</b>	

		<p>Government Organization (Department, Crown Corporation, Boards, or Agencies)</p> <ul style="list-style-type: none"> <li>▪ 7 points = Other Federal or State Government Department outside of Canada</li> <li>▪ 5 points = Other clients</li> </ul>		
<b>R3</b>	<b>Project Value (CAD)</b>	A maximum of 10 points is available for each proposed project based on its Project Value.	<b>90</b>	
	Phase I ESA Project ( <b>1 project</b> )	<ul style="list-style-type: none"> <li>▪ 10 points = Equal to or greater than \$70,000 CAD</li> <li>▪ 7 points = Equal to or greater than \$10,000 CAD but less than \$70,000 CAD</li> <li>▪ 3 points = Less than \$10,000 CAD</li> </ul>		
	Phase II or Phase III ESA Project ( <b>2 projects</b> )	<ul style="list-style-type: none"> <li>▪ 10 points = Equal to or greater than \$150,000 CAD</li> <li>▪ 7 points = Equal to or greater than \$75,000 CAD but less than \$150,000 CAD</li> <li>▪ 3 points = Less than \$75,000 CAD</li> </ul>		
	Human Health Ecological Risk Assessment Project ( <b>1 project</b> )	<ul style="list-style-type: none"> <li>▪ 10 points = Equal to or greater than \$200,000 CAD</li> <li>▪ 7 points = Equal to or greater than \$150,000 CAD but less than \$200,000 CAD</li> <li>▪ 3 points = Less than \$150,000 CAD</li> </ul>		
	Assessment and management of PFAS project ( <b>2 projects</b> )	<ul style="list-style-type: none"> <li>▪ 10 points = Equal to or greater than \$150,000 CAD</li> <li>▪ 7 points = Equal to or greater than \$100,000 CAD but less than \$150,000 CAD</li> <li>▪ 3 points = Less than \$100,000 CAD</li> </ul>		

	Contaminated Sediment Assessment Project <b>(2 projects)</b>	<ul style="list-style-type: none"> <li>▪ 10 points = Equal to or greater than \$200,000 CAD</li> <li>▪ 7 points = Equal to or greater than \$100,000 CAD but less than \$200,000 CAD</li> <li>▪ 3 points = Less than \$100,000 CAD</li> </ul>		
	Environmental Monitoring <b>(1 project)</b>	<ul style="list-style-type: none"> <li>▪ 10 points = Equal to or greater than \$70,000 CAD</li> <li>▪ 7 points = Equal to or greater than \$10,000 CAD but less than \$70,000 CAD</li> <li>▪ 3 points = Less than \$10,000 CAD</li> </ul>		
<b>R4</b>	<p><b>Project Management:</b></p> <p>The Offeror should identify one project from each of the following categories for evaluation.</p> <ol style="list-style-type: none"> <li>1. Environmental Site Assessment;</li> <li>2. Assessment and management of PFAS; and</li> <li>3. Human Health or Ecological Risk Assessment.</li> </ol> <p>The Offerors will be awarded points based on demonstrating the number of Project Management elements (listed below) utilized to complete each project:</p> <ul style="list-style-type: none"> <li>• work planning and coordination scope – work breakdown structure,</li> <li>• scheduling and time management,</li> <li>• budget tracking,</li> <li>• progress reporting,</li> <li>• quality control,</li> <li>• change control,</li> <li>• human resource management,</li> <li>• communications,</li> <li>• project risk,</li> <li>• procurement and</li> <li>• environmental protection.</li> </ul>	<p>A maximum of 100 points is available for each proposed project.</p> <ul style="list-style-type: none"> <li>▪ 100 points = Identification and clear demonstration of 10 elements or more</li> <li>▪ 80 points = Identification and clear demonstration of 8 elements</li> <li>▪ 70 points = Identification and clear demonstration of 7 elements</li> <li>▪ 60 points = Identification and clear demonstration of 6 elements</li> <li>▪ 50 points = Identification and clear demonstration of 5 elements</li> <li>▪ 10 points = Identification and clear of 4 or less elements</li> </ul>	<b>300</b>	
	<b>Corporate Experience - Maximum Available Points:</b>		<b>575</b>	
	<b>Corporate Experience - Minimum Pass Mark (70%):</b>		<b>402</b>	

## 2.2 RESOURCE EXPERIENCE (R5 TO R7)

In-house proposed resources for the key positions in M3 are further evaluated in this section. The RISO Contact will not be evaluated in this section. The key positions from M3 that are being evaluated in R5 to R7 are:

1. **Senior Resource - Project Manager**
2. **Senior Resource – Environmental Site Assessment (ESA)**
3. **Senior Resource - Risk Assessor – Human Health Toxicologist**
4. **Senior Resource - Risk Assessor / Terrestrial or Wildlife Toxicologist (Ecotoxicologist)**
5. **Senior Resource - Sediment Assessment Specialist**

For each of the 5 in-house proposed resources, the Offeror is requested to provide the following:

**2.2.1 Resume:** Along with the mandatory information from M3, the resume for each proposed resource, should include all their professional accreditation, date accreditation obtained and current status. The Offerors should list the valid professional accreditations. For all specializations, the relevant jurisdiction is Ontario, except for those accreditations that are not issued regionally. These will be further evaluated in R7.

**2.2.2** Maximum two (2) completed projects per resource, that demonstrates each proposed resource's experience in their respective key position (total number of projects for all 5 resources should not exceed 10 projects). In the event that more than two (2) projects are submitted per resource, only the first two proposed projects, as they appear in the offer will be evaluated.

- (i) In order to be awarded points for a project, the role of the resource on the submitted project must be the same as the proposed role for the key position.
- (ii) For the purposes of evaluation, submitted projects must be related to the project category specified under each resource. If the submitted project is not in these categories, "0" points will be assigned to that project. For example, for resource a) Senior Project Manager, the projects submitted for evaluation should be related to Environmental Site Assessments and Risk Assessments as indicated.
- (iii) The description for each proposed project submitted should consist of the following information.
  - a. **Project Information:** Project category, project name, project location (city, province/territory/state, country), start date (DD/MM/YYYY) and completion date (DD/MM/YYYY).
  - b. **Project Client Information:** Organization name and address, client reference at the working level including name, title, and contact information email or phone number.
  - c. **Project Scope and Description:** Clearly describe the project scope including scope and activities of the project categories described in the Statement of Work. Based on the services required for each project category, the description should also include elements as relates to the specified project category such as, but not limited to, emerging contaminants, work plan design, soil sampling, sediment sampling, development of site-specific toxicological reference values (TRVs), risk characterization, evaluating toxicological data, development of conceptual site models, weight-of-evidence approach, ecological surveys, public communications, health and safety, etc. In case the project was carried out by a joint venture, the Offeror should identify the responsibilities of each of the firms involved in the project.
- (iv) In order to be awarded points for a project, the role of the resource on the submitted project must be the same as the proposed key position of the resource. In the event that information is provided for more than one project, only the first project will be evaluated as it appears in the bid.

**1.2.3 Resource Responsibilities in the Key Position:** One (1) of the two (2) completed projects per proposed resource will be further evaluated. For that proposed project, the Offeror should fully and clearly describe, the title, the role and responsibilities performed by the proposed resource in their key position including

technical and practical experience on the proposed project. Experience should include, but not limited to, demonstrating how they achieved the elements that have been listed under each of the key positions.				
No.	Point-Rated Criteria	Scoring Scheme	Maximum Available Points	Cross Reference to Technical Offer
R5	<p><b>Education</b></p> <p>For each of the 5 proposed resources, the Offeror should outline their education details.</p>	<p>Maximum points available for each proposed resource is 15 points.</p> <ul style="list-style-type: none"> <li>▪ 15 points = Graduate degree</li> <li>▪ 10 points = Undergraduate degree</li> <li>▪ 5 points = College diploma</li> </ul>	75	
R6	<p><b>Accreditation</b></p> <p>For each of the 5 proposed resources, the Offeror should provide their relevant professional accreditations. Accreditations that will be acceptable are:</p> <ul style="list-style-type: none"> <li>• Professional Engineer (P.Eng),</li> <li>• Professional Geoscientist (P.Geo),</li> <li>• Professional Biologist (PBio or RPBio),</li> <li>• Chartered Chemist (C.Chem),</li> <li>• Diplomat of the American Board of Toxicology (DABT),</li> <li>• Project Management Professional (PMP),</li> <li>• Certified Environmental Professional (EP)</li> </ul>	<p>Maximum points available for each proposed resource is 5 points.</p> <ul style="list-style-type: none"> <li>▪ 5 points = Accredited Certification</li> <li>▪ 0 points = No Accredited Certification</li> </ul> <p>To demonstrate compliance, the Offeror should, for each proposed resource, provide a copy of their certification.</p>	25	
R7	<p><b>1. Senior Resource - Project Manager</b></p> <p><b>a) Project Experience</b></p> <p>The Offeror should submit one project from each project category below:</p> <ol style="list-style-type: none"> <li>1. Environmental Site Assessment</li> <li>2. Risk Assessment</li> </ol> <p><b>b) Resource Responsibilities</b></p> <p>The Offeror should demonstrate the project experience on <b>one</b> of the projects submitted above that should include, but not limited, to the following elements:</p> <ul style="list-style-type: none"> <li>• Integration and work planning</li> <li>• budget</li> <li>• quality assurance and control</li> <li>• communications</li> <li>• project related procurement</li> </ul>	<p><b>a) Project Experience:</b></p> <p>Up to 10 Points will be awarded for each project provided under each proposed resource.</p> <p><b>b) Resource Responsibilities:</b></p> <ul style="list-style-type: none"> <li>▪ 60 points = Identification and clear demonstration of 10 or more elements</li> <li>▪ 40 points = Identification and clear demonstration of 7 to 9 elements</li> </ul>	<p>a) 100</p> <p>b) 300</p>	

	<ul style="list-style-type: none"> <li>• scope</li> <li>• human resources</li> <li>• project risk and change control</li> <li>• environmental protection</li> <li>• schedule</li> <li>• health and safety plans</li> <li>• making recommendations</li> <li>• senior technical advice</li> </ul>	<ul style="list-style-type: none"> <li>▪ 20 points = Identification and clear demonstration 4 to 6 elements</li> <li>▪ 5 points = Identification and clear demonstration of 3 or less elements</li> </ul>		
	<p><b>2. Senior Resource – Environmental Site Assessment</b></p> <p><b>a) Project Experience</b>  The Offeror should submit one project from each project category below:</p> <ol style="list-style-type: none"> <li>1. Phase II or III Environmental Site Assessment</li> <li>2. Assessment and management of PFAS</li> </ol> <p><b>b) Resource Responsibilities</b>  The Offeror should demonstrate the project experience on <b>one</b> of the projects submitted above that should include, but not limited, to the following elements:</p> <ul style="list-style-type: none"> <li>• Planning and designing environmental sampling and analysis work plans</li> <li>• regulatory compliance oversight</li> <li>• Addressing emerging contaminants</li> <li>• directing complex site assessment work</li> <li>• making recommendations</li> <li>• developing standard operating procedures</li> <li>• senior review</li> <li>• Interpretation of hydrogeological data</li> <li>• preparing reports</li> <li>• evaluating and interpreting site assessment data</li> <li>• evaluating multiple lines of evidence</li> <li>• Evaluating contaminant transport and fate</li> <li>• Quality assurance and control</li> </ul>	<p><b>a) Project Experience:</b>  Up to 10 Points will be awarded for each project provided under each proposed resource.</p> <p><b>b) Resource Responsibilities:</b></p> <ul style="list-style-type: none"> <li>▪ 60 points = Identification and clear demonstration of 10 or more elements</li> <li>▪ 40 points = Identification and clear demonstration of 7 to 9 elements</li> <li>▪ 20 points = Identification and clear demonstration 4 to 6 elements</li> <li>▪ 5 points = Identification and clear demonstration of 3 or less elements</li> </ul>		
	<p><b>3. Senior Resource - Risk Assessor – Human Health Toxicologist</b></p> <p><b>a) Project Experience</b>  The Offeror should submit one project from each project category below:</p>	<p><b>a) Project Experience:</b>  Up to 10 Points will be awarded for each project provided under each proposed resource.</p>		

<p>1. Human Health Risk Assessment as per FCSAP Framework  2. Human Health Risk Assessment and management of PFAS</p> <p><b>b) Resource Responsibilities</b>  The Offeror should demonstrate the project experience on <b>one</b> of the projects submitted above that should include, but not limited, to the following elements:</p> <ul style="list-style-type: none"> <li>• Planning and designing site specific human health risk assessments</li> <li>• evaluating and interpreting chemistry and toxicological data</li> <li>• addressing emerging contaminants</li> <li>• directing complex risk assessment work</li> <li>• risk characterization</li> <li>• selecting or establishing TRVs</li> <li>• senior review/oversight</li> <li>• senior technical lead</li> <li>• preparing reports</li> <li>• evaluating multiple lines of evidence</li> <li>• making recommendations</li> </ul>	<p><b>b) Resource Responsibilities:</b></p> <ul style="list-style-type: none"> <li>▪ 60 points = Identification and clear demonstration of 10 or more elements</li> <li>▪ 40 points = Identification and clear demonstration of 7 to 9 elements</li> <li>▪ 20 points = Identification and clear demonstration 4 to 6 elements</li> <li>▪ 5 points = Identification and clear demonstration of 3 or less elements</li> </ul>		
<p><b>4. Senior Resource - Risk Assessor / Terrestrial or Wildlife Toxicologist (Ecotoxicologist)</b></p> <p><b>a) Project Experience</b>  The Offeror should submit one project from each project category below:</p> <ol style="list-style-type: none"> <li>1. Ecological Risk Assessment as per FCSAP Framework</li> <li>2. Ecological Risk Assessment and management of PFAS</li> </ol> <p><b>b) Resource Responsibilities</b>  The Offeror should demonstrate the project experience on <b>one</b> of the projects submitted above that should include, but not limited, to the following elements:</p> <ul style="list-style-type: none"> <li>• Planning and designing site specific ecological risk assessments</li> <li>• evaluating and interpreting chemistry and toxicological data</li> <li>• addressing emerging contaminants</li> <li>• directing complex risk assessment work</li> <li>• risk characterization</li> <li>• selecting or establishing TRVs</li> </ul>	<p><b>a) Project Experience:</b>  Up to 10 Points will be awarded for each project provided under each proposed resource.</p> <p><b>b) Resource Responsibilities:</b></p> <ul style="list-style-type: none"> <li>▪ 60 points = Identification and clear demonstration of 10 or more elements</li> <li>▪ 40 points = Identification and clear demonstration of 7 to 9 elements</li> <li>▪ 20 points = Identification and clear demonstration 4 to 6 elements</li> <li>▪ 5 points = Identification and clear demonstration of 3 or less elements</li> </ul>		

	<ul style="list-style-type: none"> <li>• overseeing ecological surveys</li> <li>• senior review/oversight</li> <li>• senior technical lead</li> <li>• preparing reports</li> <li>• evaluating multiple lines of evidence</li> <li>• making recommendations</li> </ul>			
	<p><b>5. Senior Resource - Sediment Assessment Specialist</b></p> <p><b>a) Project Experience</b>  The Offeror should submit one project from each project category below. <b>At least one of the submitted projects should come from category 1*.</b></p> <ol style="list-style-type: none"> <li>1. *Contaminated Sediment Assessment as per FCSAP Aquatic Framework or Canada-Ontario Framework</li> <li>2. Contaminated Sediment Assessment as per other jurisdictions</li> </ol> <p><b>b) Resource Responsibilities</b>  The Offeror should demonstrate the project experience on one of the projects submitted above that should include, but not limited, to the following elements:</p> <ul style="list-style-type: none"> <li>• Planning and designing sediment sampling and analysis work plans</li> <li>• planning and designing toxicity studies</li> <li>• directing complex sediment assessment work</li> <li>• making recommendations</li> <li>• evaluating and interpreting toxicological data</li> <li>• regulatory compliance oversight</li> <li>• senior review/oversight</li> <li>• senior technical lead</li> <li>• preparing reports</li> <li>• evaluating and interpreting chemistry data</li> <li>• evaluating multiple lines of evidence</li> </ul>	<p><b>a) Project Experience:</b>  Up to 10 Points will be awarded for each project provided under each proposed resource.</p> <p><b>b) Resource Responsibilities:</b></p> <ul style="list-style-type: none"> <li>▪ 60 points = Identification and clear demonstration of 10 or more elements</li> <li>▪ 40 points = Identification and clear demonstration of 7 to 9 elements</li> <li>▪ 20 points = Identification and clear demonstration 4 to 6 elements</li> <li>▪ 5 points = Identification and clear demonstration of 3 or less elements</li> </ul>		
	<b>Resource Experience - Maximum Available Points:</b>		<b>500</b>	
	<b>Resource Experience - Minimum Pass Mark (70%):</b>		<b>350</b>	
	<b>Total Evaluated Point-Rated Technical Criteria (Section 2.1 + Section 2.2):</b>			

Solicitation No. - N° de l'invitation  
T4005-200053/B  
Client Ref. No. - N° de réf. du client  
T4005-200053

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

Buyer ID - Id de l'acheteur  
TOR024  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX 'F' to PART 3 OF THE REQUEST FOR STANDING OFFERS  
ELECTRONIC PAYMENT INSTRUMENTS**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror 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)

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**ANNEX 'G' to PART 5 OF THE REQUEST FOR STANDING OFFERS**  
**ADDITIONAL CERTIFICATIONS**

**1. Board of Directors**

In accordance with Part 5 - Certifications and Additional Information, Article 5.3.1, Integrity Provisions – Required Documentation, the required documentation which needs to be provided is a complete list of names of all individuals who are currently directors of the Offeror before contract award. Offeror's are requested to provide this information in their bid.

Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____
Director Name - _____	Title: _____

**2. Procurement Business Number (PBN)**

In accordance with Section 02, Procurement Business Number of the 2006 (2020-05-28) Standard Instructions – Request for Standing Offers - Goods or Services - Competitive Requirements, Suppliers are required to have a Procurement Business Number (PBN) before contract award. Offeror are requested to provide their PBN with their bid.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.