

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux

Canada

Voir dans le document/

See herein

NA

Québec

NA

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

Travaux publics et Services gouvernementaux Canada

Place Bonaventure, portail Sud-Oue

800, rue de La Gauchetière Ouest

7e étage, suite 7300

Montréal

Québec

H5A 1L6

Title - Sujet RISO -Analysis Laboratory services	
Solicitation No. - N° de l'invitation EE010-210247/A	Date 2020-10-02
Client Reference No. - N° de référence du client EE010-210247	GETS Ref. No. - N° de réf. de SEAG PW-\$MTB-309-15867
File No. - N° de dossier MTB-0-43078 (309)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-11-06	
Time Zone Fuseau horaire Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée Voir doc.	
Address Enquiries to: - Adresser toutes questions à: Paradis, Mary	Buyer Id - Id de l'acheteur mtb309
Telephone No. - N° de téléphone (514)702-8173 ()	FAX No. - N° de FAX (514)496-3822
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA 1550 AVE D'ESTIMAUVILLE, NEQ QUEBEC Québec G1J0C7 Canada	
Security - Sécurité 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

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- | | |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement; |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO; |
| Part 3 | Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified; |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; |
| Part 6 | Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and |
| Part 7 | 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, 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:

- Annex A - Statement of Work
- Annex B - Basis of Payment – Sediments
- Annex C - Basis of Payment – Soil, Wastewater, Groundwater, Drinking Water and Residual Material
- Annex D - Insurance requirements
- Annex E - Electronic Payment Instruments
- Annex F - Mandatory technical criteria

1.2 Summary

- 1.2.1 To provide, on request, physicochemical and microbiological analysis services (Analysis) for Public Services and Procurement Canada (PSPC), Quebec Region. Analysis services are required in the Quebec Region in order to support PSPC's Environmental Services (Client).

Services required :

- .1 Analyse samples in accordance with the parameters listed in Annex B and/or C – Basis of Payment, store samples as per applicable standards (freezing for soil and sediment) and provide certificates of analysis. However, for soils and sediments, all

samples should be frozen shortly after receipt at the laboratory to ensure that the shelf-life period is not exceeded to allow for further analysis and recovery as required. The shelf life could be longer than 30 days in some cases.

- .2 Provide containers suitable for sampling, including coolers at addresses to be provided in call-up offers.
- .3 Compare, at all time, analysis results with the criteria, recommendations, or standards corresponding to the sampled matrices (sediment, soil, wastewater, groundwater, drinking water and residual material) and present them, on request, in an interpretive report.
- .4 Provide sampling services on request and submit a sampling report.
- .5 Upload, as required, drinking water analysis results to the following websites:
 - On WaterTrax
 - On the Potable Water Quality Monitoring System developed by Public Services and Procurement Canada - <https://ssqep-pwqms.tpsgc-pwgsc.gc.ca/index.aspx?lang=eng>

Other important information for offerors :

- (a) Offerors may submit an offer for each area, namely **“Sediment” AND/OR “Soil, Wastewater, Groundwater, Drinking Water, and Residual Material”**.
- (b) The Offeror's main laboratory shall undertake internally, in its own facilities (no subcontracting), at least seventy percent (70%) of analysis for the Sediment, Soil, Water, Drinking Water, Residual Material parameters identified in the Basis of Payments.
- (c) Canada may issue up to **five (5) standing offers** for provision of the services from **February 1, 2021, to January 31, 2024 inclusive**. The allowed budget of **\$ 1,200,000.00 (taxes excluded)** is for a period of three (3) years firm and will be shared among all standing offers issued.

The period of the Standing offer will be for **three (3) firm years** following the issue date and will allow Canada the right to extend its use for **two supplementary years, of one year each**.

The client department for which these services will be provided to, is as follows:

Public services and procurement Services Canada (PSPC)

Québec office
1550 Avenue d'Estimauville
Québec (Québec)
G1J 0C7

Montreal office
800 de la Gauchetière Ouest
Bureau 7300
Montréal (Québec)
H5A 1L6

1.2.2 "The requirement is subject to a preference for Canadian services".

1.2.3 This RFSO allows offerors to use the epost 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.

1.3 Security Requirements

There are no security requirements associated with this requirement.

1.4 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.

1.5 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.

1.6 IMPORTANT NOTICE TO SUPPLIERS REGARDING BID SUBMISSION REQUIREMENTS

Due to the impacts from the COVID-19 pandemic, temporary measures are being taken on-site at the Québec Region Bid Receiving Unit to encourage social distancing. The health and safety of staff and suppliers remains our top priority.

Suppliers are required to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. This service allows suppliers to submit bids, offers and arrangements electronically to PSPC Bid Receiving Units. This online service enables the electronic transfer of large files up to Protected B level.

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

Given current circumstances and network limitations, some active procurements may be delayed. To stay up to date on the status of specific procurements, please consult [Buysandsell.gc.ca](#).

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) 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 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

2.1.1 SACC Manual Clauses

[A3015T](#) 2014-06-26 Certifications - Bid
[M7035T](#) 2013-07-10 List of Proposed Subcontractors

2.2 Submission of Offers

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

PSPC Québec Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address: TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

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

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PSPC will not be accepted.

2.3 Former Public Servant

Former Public Servant - Competitive – Offer

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

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

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10) calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory*).

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

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) 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:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) 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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost 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

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

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.

Offerors can present an offer relatively in both fields of work which are '**Sediment**' AND/OR '**Soil, Wastewater, groundwater, Drinking Water and Residual Material**'. Canada requests that offerors clearly identify on the first pages of their offer, the area of work for which they are bidding.

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices – Offer

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

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

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

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.
- (c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a Standing Offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a Standing offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

All offers must be completed in details and must contain all the information that is required in this request document to permit a complete evaluation.

4.1.1.1 Mandatory Technical Criteria

The following factors will be taken into account during the evaluation of each offer:

- a. The offers must be in technical conformity with the specifications provided in Annex 'A' – Statement of work.
- b. The information that figures at Annex F- Mandatory technical evaluation, must be duly completed.

Note 1:

To be considered, at the closing date and hour of their offer, all these criteria have to be respected in order to facilitate the financial evaluation.

IN THE ABSENCE OF THIS INFORMATION, THE OFFER WILL BE REJECTED.

Note 2:

Only those offerors who meet all the mandatory criteria of this RISO will be subject to further evaluation.

4.1.2 Financial Evaluation

The total price of each offer will be evaluated as follows:

- a. Offerors must quote a price for **ALL** parameters, in the "Routine service" column of Annex B and/or Annex C. **Price groupings are not permitted. A unit cost of 0 for a parameter will result in the rejection of the bid.**
- b. Offerors must submit firm prices for the period of this Standing Offer from February 01, 2021 to January 31 2024, Canadian customs duties and excise taxes included, and Applicable Taxes excluded. If this Standing Offer is extended (possibility of two additional years), the prices listed in Annexes B and C will be adjusted in accordance with the Consumer Price Index.
- c. Offerors must submit their prices DDP destination: Delivered Duty Paid.

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price will be recommended for issuance of a standing offer.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the 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 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-) (<http://www.tpsgc-pwgsc.gc.ca/ci->

if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the service offered being treated as a non-Canadian service.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

5.2.3.1.2 SACC Manual clause [A3050T](#) 2020-07-01 Canadian Content Definition

5.2.3.1.3 Evaluation Procedures for Procurement Conditionally Limited to Canadian Content

1. Clarify that there must be two Canadian Content bids from two different, unaffiliated bidders in order for competition to be conditionally limited;
2. Allow the CCP validity determination to be made at any point in the evaluation process; and
3. Clarify that if there ends up being fewer than two Canadian Content bids at any point, that the evaluation must be open to all bids.

5.2.3.2 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up

against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the

Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

5.2.3.3 SACC Manual clause

M3021T 2012-07-16 Education and Experience

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with the requirement.

6.2 Insurance Requirements

Insurance Requirements – proof required before issuance of standing offer

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex D.

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All the 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.

7.3.1 General Conditions

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

7.3.2 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. 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 **six (6) months basis** to the Standing Offer Authority.

The bi-annual reporting periods are defined as follows:

- first annual report: February 1st to July 31
- second annual report : August 1st to January 31

The data must be submitted to the Standing Offer Authority no later than **25 calendar days** after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from February 1, 2021 to January 31, 2024.

7.4.2 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 24 months, from February 1, 2024 to January 31, 2026, 12 months at a time, 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 60 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Solicitation No. - N° de l'invitation
EE010-210247/A
Client Ref. No. - N° de réf. du client
EE010-210247

Amd. No. - N° de la modif.
File No. - N° du dossier
MTB-0-43078

Buyer ID - Id de l'acheteur
MTB309
CCC No./N° CCC - FMS No./N° VME

Delivery of the requirement will be made to delivery points specified at Annex "A" – Statement of work, of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: MARY PARADIS
Title: Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Quebec Region
Address: 800 rue de la Gauchetière, ouest
South West Portal, Suite 7300
Montreal, Quebec, Canada

Telephone: 514-702-8173
Facsimile: 514-496-3822
E-mail address: mary.paradis@pwgsc.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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(Will be inserted at the issue of the Standing offer)*

Name: _____
Title: _____
Organization: _____
Address: _____

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

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

7.5.3 Offeror's Representative *(Will be inserted at the issue of the Standing offer)*

Name: _____
Title: _____
Organization: _____
Address: _____

Solicitation No. - N° de l'invitation
EE010-210247/A
Client Ref. No. - N° de réf. du client
EE010-210247

Amd. No. - N° de la modif.
File No. - N° du dossier
MTB-0-43078

Buyer ID - Id de l'acheteur
MTB309
CCC No./N° CCC - FMS No./N° VME

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

Environment Services of Public Services and Procurement Canada
Quebec region

7.8 Call-up Procedures

7.8.1 Distribution of the volume of work and duration

PSPC intends to issue a maximum of **five (5) offers**. The total expected value of all standing offers is **\$ 1,200,000.00** (excluding taxes) for **three (3) years firm**.

7.8.1.1 "Sediments" File

It is intended to issue 2 Standing Offers

The ideal breakdown of the work volumes, on the basis of a budgeted amount (plus taxes), is as follows:

40% of the total value for the period of three (3) years firm, will be distributed as follows over a maximum of two standing offers:

- **60% to the lowest Grand Total**
- **40% to the second lowest**

If only one offer is responsive, the percentage of the second, namely 40%, will be reassigned to the first, and so there will be only one offeror to cover the "Sediment" file.

7.8.1.2 "Soil, Wastewater, Groundwater, Drinking Water and Residual Material" File

It is intended to issue 3 Standing offers

The ideal breakdown of the work volumes, on the basis of a budgeted amount (plus taxes), is as follows:

60% of the total value for the period of three (3) years firm, will be distributed as follows over a maximum of three standing offers:

- **50%** to the lowest Grand Total
- **30%** to the second lowest
- **20%** to the third lowest
-

If only two offers are responsive, the percentage of the third, namely 20%, will be reassigned in equal shares to the first and second, so there will be only two offerors to cover the "Soil, wastewater, groundwater, Drinking Water, and Residual Material" file. If only one offer is responsive, the percentage of the second and the third, namely 30%, + 20 % = 50 % will be reassigned to the first, so there will be only one offeror to cover the entire "Soil, Wastewater, Groundwater, drinking Water, and Residual Material" file.

Each of the selected offerors will be awarded a standing offer for three years firm. The standing offers will end upon the occurrence of one of the following two events, whichever comes first: the amount budgeted for the Offeror is reached, or three (3) years have elapsed after issuance of the offer.

Laboratories will be used on a rotational basis while taking into account the ideal breakdown of the budgeted amount and laboratory location. To that end, the cumulative contract value will be kept up to date, the actual breakdown calculated, and a laboratory chosen in such a way as to approximate the ideal breakdown.

7.9 Two types of call-ups

For Sediment, Soil, Wastewater, Groundwater, Drinking Water, and Residual Material analysis: The basis of payment will be firm unit and/or lot prices for routine service and firm unit and/or lot prices with mark-up for emergency service. Method of Payment will be a single payment.

For sampling and interpretative reports¹: The Offeror will be asked to provide an estimate. If it is accepted by the Project Authority, the Basis of Payment will be a firm lot price based on the Basis of Payment in Annexes B and/or C. Method of Payment will be a single payment OR progress payments in accordance with the timetable confirmed by the Project Authority.

7.10 Allocation

Allocation of call-ups is the responsibility of the Project Authority. The laboratory shall not undertake the work requested until the Project Authority has established a financial commitment.

7.11 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

¹ An interpretation report could be requested regardless of the matrix, even though the sample was carried out by a third party.

7.12 Estimate (for sampling and interpretative reports)

1. If the Project Authority needs a cost estimate, he will provide the offeror (selected in accordance with the ideal breakdown) with a description of the work for the task to be performed, including as a minimum :
 - a) the details of the work to be performed;
 - b) a description of the deliverables to be submitted;
 - c) a schedule indicating completion dates for the major activities and submission dates for the deliverables.
 - d) the basis of payment and payment terms applicable for the work.
2. The Offeror must provide the Project Authority, within two calendar days of receipt of the call-up, with the following :
 - a) a technical proposal outlining the proposed approach and methodology to meet requirement;
 - b) the number of hours for each proposed individual or category, as applicable;
 - c) a cost breakdown established in accordance with the Basis of Payment at Annex B and/or C. If the Offeror is proposing to subcontract part of the work, a cost breakdown for each proposed subcontractor is to be submitted.
3. If the Offeror has notified in writing that it cannot fulfil the requested work due to prior commitments under the Contract, the request will then be forwarded to the next Offeror in accordance with the ideal breakdown. This process will continue until the requirement can be fulfilled by an offeror or Canada decides to procure the required services by other means.
4. Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. 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.

7.13 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ 125,000.00 (Applicable Taxes included).

7.14 Financial Limitation –Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*Applicable Taxes excluded*) (*Will be inserted by PSPC at the issue of the Standing offer*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) 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.

7.15 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 2010B 2020-05-28 General conditions: Professional services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment – Sediments;
- g) Annex C, Basis of Payment – Soils, Wastewater, Groundwater, Drinking Water and Residual Materials;
- h) Annex D, Insurance Requirements;
- i) Annex E, Electronic payment instruments;
- j) the Offeror's offer dated _____ /as clarified on **or** as amended on _____.

7.16 Certifications and Additional Information

7.16.1 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.

7.16.2 SACC Manual Clauses

M3020C 2016-01-28 Status of Availability of Resources - Standing Offer
M3060C 2008-05-12 Canadian Content Certification

7.17 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*the name of the province or territory as specified by the Offeror in its offer, if applicable will be inserted here*).

7.18 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.

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.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010B 2020-05-28, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B 2020-05-28, General conditions: Professional services (medium complexity) will not apply to payments made by credit cards.

7.2.2 SACC Manual Clauses

M3800C 2006-08-15 Estimates

7.2.3 Liquidated Damages

1. If the Contractor fails to perform the services within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages equivalent to one per cent (1 %) for each calendar day of delay. The total amount of the liquidated damages must not exceed ten per cent (10 %) of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

7.2.4 Default by the Offeror-setting aside of a Standing offer

If , on more than three occasions, the offeror fails to execute the work by the deadline specified in the Contract or does not meet the required quality of service and receives written notice from PSPC to this effect, after the fourth default, the contractor's Standing Offer will be set aside.

Here are some reasons that can be cited by PSPC:

- Does not meet the deadline to provide the test results.
- Does not reach the limit of detection to compare results with the criteria/guidelines.
- Does not present results of drinking water in the format requested.
- The service requests processing process is not satisfactory in terms of time and monitoring.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Standing offer is from February 1, 2021 until January 31, 2024 inclusive.

7.3.2 Delivery Date

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

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, in accordance the Annex B -Basis of payment- Sediments and Annex C – Basis of payment - Soil, wastewater, groundwater, drinking Water and Residual Material.

At the time of call-ups for:

- a) Item 1 (Parameters) of Annex B and C - Basis of payment

The work required under item 1 will be paid at the firm, all-inclusive unit or lot price.

- b) Items 2.1, 2.2 and 2.3 of Annex B and C – Basis of payment

The work required to the items 2.1, 2.2 and 2.3 will be subject to an estimate request from the technical authority. The estimate shall include a cost breakdown in accordance with the basis of payment in

Annexes B and/or C. Once the estimate has been submitted by the offeror and has been accepted by the Project Authority, the estimate price becomes a lump sum amount (firm lot price).

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are *included (To be completed by PSPC at the issue of the Standing Offer)* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 SACC Manual clause

H1001C 2008-05-21 Multiple Payments

7.5.4 SACC Manual Clauses

A9117C 2007-11-30 T1204 - Direct Request by Customer Department

7.5.5 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;

7.6 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. For each order executed, for a particular address, one invoice must be submitted. The bills must be submitted within a maximum delay of one month after the work has been completed. However, this delay could vary depending on the requirements of the work mandate to be carried out. If this is the case, it could be specified in the call-ups by the authority at PSPC

so as to account for the particularities of the project.

2. Each invoice must have the order number clearly indicated together with the sample address.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
3. Invoices must be distributed as follows:
The original , in an electronic version, must be sent to the address of the **technical authority identified in the call-up** for certification and payment.
 4. Following verification of the invoices received for payment, in case of errors, any amendments requested related to these invoices, must be done within 5 business days following the request.

7.7 Insurance

7.7.1 Insurance – Specific Requirements

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

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

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

7.8 SACC Manual Clauses

<u>A2000C</u>	2006-06-16	Foreign national (Canadian contractor)
<u>A9068C</u>	2010-01-11	Government site regulations
<u>C0711C</u>	2008-05-12	Time verification
<u>C2604C</u>	2013-04-25	Customs Duties, Excise Taxes and Applicable Taxes - Non-resident
<u>D3010C</u>	2016-01-28	Delivery of Dangerous Goods/Hazardous Products
<u>D3014C</u>	2007-11-30	Transportation of Dangerous Goods/Hazardous Products

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

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EE010-210247/A
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EE010-210247

Amd. No. - N° de la modif.
File No. - N° du dossier
MTB-0-43078

Buyer ID - Id de l'acheteur
MTB309
CCC No./N° CCC - FMS No./N° VME

-
- (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](#)".

ANNEX "A"

STATEMENT OF WORK

A.1 Title

Environmental Laboratory Analysis Services

A.2 Description of Services

To provide, on request, physicochemical and microbiological analysis services (Analysis) for Public Services and Procurement Canada (PSPC), Quebec Region. Analysis services are required in the Quebec Region in order to support PSPC's Environmental Services (Client).

A.2.1 Services required

- .1 Analyse samples in accordance with the parameters listed in Annex B and/or C – Basis of Payment, store samples as per applicable standards (freezing for soil and sediment) and provide certificates of analysis. However, for soils and sediments, all samples should be frozen shortly after receipt at the laboratory to ensure that the shelf-life period is not exceeded to allow for further analysis and recovery as required. The shelf life could be longer than 30 days in some cases.
- .2 Provide containers suitable for sampling, including coolers at addresses to be provided in call-up offers.
- .3 Compare, at all time, analysis results with the criteria, recommendations, or standards corresponding to the sampled matrices (sediment, soil, water, residual material) and present them, on request, in an interpretive report.
- .4 Compare, at all times, the drinking water analysis results with appropriate criteria or recommendations of Health Canada.
- .5 Upload, as required, drinking water analysis results to the following websites:
 - On WaterTrax
 - On the Potable Water Quality Monitoring System developed by Public Services and Procurement Canada - <https://ssqep-pwqms.tpsgc-pwgsc.gc.ca/index.aspx?lang=eng>
- .6 Provide sampling services on request and submit a sampling report.

A.2.2 Deadlines

- .1 Notify the Client of the standard anticipated Provide the standard anticipated delivery time based on the Client's needs within 48 hours maximum prior to the issuing of each call-up.
- .2 Monitor the progress of analysis in keeping with the established deadlines and report on the progress to the Client.
- .3 Notify the Client of all known or anticipated delays that could affect the delivery

times of results and keep detailed records on the causes of delays.

A.2.3 Delivery times

Analysis results for routine service requests must be delivered within five (5) business days maximum. Analysis results for rush requests are to be delivered within 24, 48 or 72 hours.

A.2.4 Preparation of reports

- .1 Produce reports in French.
- .2 At the request of PSPC, provide an electronic copy of the reports and certificates of analysis in protected format (pdf) as well as a word and excel version, if applicable.
- .3 At the request of PSPC, provide preliminary results electronically (Excel format) or by telephone, as required.
- .4 At the request of PSPC, produce reports in English.

A.3 Deliverables

Deliverables will be defined in the work detail for each call-up.

A.3.1 Certificates of Analysis

- .1 All certificates of analysis must include tables containing the following information:
 - (1) The project name, the address of the sampling, a brief description of the call-up, and the PSPC purchase order number;
 - (2) Sample identification, based on the information indicated on the analysis request form, including the laboratory's number and, if applicable, the number of the subcontracting laboratory;
 - (3) Date(s) of analysis;
 - (4) The sampler's name, the sampling date and the sampling time;
 - (5) The parameters;
 - (6) The results;
 - (7) Corresponding units;
 - (8) The analysis protocols or methodologies for the parameters analysed;
 - (9) Margins of error;
 - (10) Detection limits;
 - (11) Existing comparison criteria for the type of parameter analysed based on the federal and/or provincial requirements;

-
- (12) At the request of PSPC, the sampling report;
 - (13) Quality control; and
 - (14) The signature of the person in charge of the analysis on each certificate. For the analysis of organic or inorganic substances, the signature and the seal of the chemist member of the Ordre des chimistes du Québec.
- .2 The certificates of analysis must be provided within 10 business days. Any requested changes to the certificates of analysis must be made within 5 business days of the request.
- .3 For drinking water mandates, a single certificate of analysis must be produced per address and period. For example, for a sampling campaign of 10 water points at Building X in City Y on March 1, 2021, only 1 Certificate of Analysis shall be issued.

A.3.2 Interpretive report

- .1 An interpretive report will be required when a mandate is carried out for the purpose of an application for a Disposal at Sea Permit submitted to Environment and Climate Change Canada. In this context, raw results and the analytical methods and quality controls applied for each type of analysis are to be included with the interpretive report. The results are to be presented in comparative tables with the various applicable criteria.

The interpretive report must include:

- (1) An introduction: the scope of the mandate, a description of the project and the stakeholders involved.
- (2) The methods used: sampling, conservation (including a description of the samples at the time they were received in the laboratory [temperature] and the containers used), pre-treatment of samples and analytical methods. With regard to sediments, in the event analysis require different analytical detection limits than those set out in the Methods Manual for Physicochemical and toxicological characterization of sediment (2016), they are to be clearly specified in the report.
- (3) The quality control of the analysis.
- (4) The compilation of analysis results in a table comparing the samples with provincial and/or federal criteria (see Section 4.6) associated with the type of sample (water, soil, sediment and leachate).
- (5) A list of references used (analytical methods, detection limits and criteria used to compare results).
- (6) Original certificates of analysis approved by a chemist.
- (7) The sampling report, if required (see Section 3.3).
- (8) The name of the chemist overseeing the project and his/her contact information.

- .2 With respect to sediments, the interpretive and sampling reports must also comply with the quality control and assurance guidelines set out in the St Lawrence Centre's *Methods Manual for physicochemical and toxicological Characterization of sediment*. In addition, the laboratory must comply with the evaluation criteria established by the Environment and Climate Change Canada chemist for the purpose of Disposal at Sea Permit applications. A sample evaluation grid is provided in Section 4.7. The laboratory may be called on to provide information on the analysis and to answer questions from regulatory authorities.
- .3 As concerns soil and water (waste water, groundwater, surface water, drinking water), the sampling and reports must comply with applicable federal and provincial recommendations, guidelines and guides (see references in Sections A.5.1 and A.5.2).

A.3.3 Sampling report

A sampling report must be submitted along with an interpretive report for each sampling request. The sampling report must include:

- (1) An accurate site plan of where the samples were taken;
- (2) The sampling methodology used, based on the tools used, cleaning procedures, sample conservation methods used in the field, and any other information that could affect sample integrity;
- (3) A brief description of the samples taken (sludge, soil, debris, water, or any other matrix) set out in a table: the co-ordinates of the sampling stations, water depth (if applicable), sampling method, parameters analysed, visual and olfactory descriptions, marine organisms, and any other relevant observation regarding the site where the samples were taken;
- (4) Photographs of the site taken at the time of sampling and of the samples collected; and
- (5) Official documents of the chain of possession.

A.3.4 Uploading drinking water results

- .1 The results of all drinking water analyses must be uploaded to a website in a .txt format specified by PSPC within one week following the transmission of the certificates of analysis.
- .2 The required format will resemble the following lines of information; however, the definitive format will be provided at a later date.
 - 42838;Prel1;TPSGC/305RL/RDC-L-126-F;=;0.11;Fe;T2
 - 42838; Prel1;TPSGC/305RL /RDC-L-126-F;<;0.001;Pb;T2
 - 42838; Prel1;TPSGC/305RL /RDC-T-117-R;=;7.59;pH;T5
 - 42838; Prel1;TPSGC/305RL /RDC-EE;=;1.1;Turb;T5

Where the information corresponds to:

Dated; sampler code; identification of the sampling point; bigger, smaller or equal; results; parameter code; water flow time in minutes.

A.4 Delivery of services

- .1 During the entire service delivery period, the Offeror agrees to assume all of the responsibilities that are usually conferred on the principal contractor under the Act Respecting Occupational Health and Safety and to supervise the work site for mandates that include sampling.
- .2 The Offeror must be able to provide all of the stakeholders involved in the mandate with quality service during the period of the standing offer. This also applies to the Offeror's representative, who will take samples in the event sampling is required.
- .3 Whenever specified, the Offeror is to forward the certificates of analysis to any person from the Québec City or Montréal office whom the PSPC Project Authority has identified.

Address of the Quebec office:
Bureau de Quebec
1550 Avenue d'Estimauville
Québec (Québec) G1J 0C7

Address of the Montreal office:
Bureau de Montreal
800 de la Gauchetière Ouest
Bureau 7300
Montréal (Québec) H5A 1L6

A.4.1 Principal Laboratory Accreditations

Accreditation under PALA (Programme d'accréditation de laboratoires d'analyse environnementale)

Offerors (principal laboratory) are responsible for taking the necessary steps to obtain this accreditation on time, no later than the closing date of the Request for Standing Offer.

Offerors (principal laboratory) must have its laboratory number. Canada will verify compliance by consulting the official list of laboratories accredited (DR-12-LLA01) by the PALA of the Government of Quebec.

A.4.2 Offeror's Resources

Offerors must be able to provide services of an advisor for results interpretation in the areas listed below and must have a minimum of undergraduate university education and five (5) years of experience.

For the **Sediment** Standing Offer, to have five (5) years of experience in one of the following areas:

- chemistry
- bioassay

For the **Soil, Wastewater, Groundwater and Drinking Water and Materials** Standing Offer to have five (5) years of experience in one of the following areas

- chemistry
- microbiology

In order to demonstrate that the proposed resource(s) meet all of the above requirements, Offerors must provide detailed curriculum vitae(s) of the proposed resource including its education grade, its working experience and any other relevant information to clearly indicate that the proposed resource have the required qualifications.

A.4.3 Subcontracting

A maximum of thirty percent (30%) of subcontracted testing for all parameters in Annex B and/or Annex C.

A proportion greater than that results in a loss of protocol consistency and difficulty in controlling timelines which may result in a monetary impact on projects that are downstream and/or dependent on these results. Offerors (principal laboratory) must perform a minimum of seventy percent (70%) of the analyses for the parameters listed in Annex B and/or Annex C (i.e. 70% of all parameters).

Canada will verify compliance by referring to Annex B and/or Annex C, column Laboratory (E) External (I) Internal.

A.4.4 Project Management

When needed, the project leader of the Environmental Services of PSPC will communicate with the project manager of the Offeror. The role of the project manager is to execute the call-up. He will have, among other things, to prepare the proposal including cost of the subcontractors, organise shipping of the containers, reception of samples, dispatch work in the laboratory, monitor quality control and contract management with the subcontractor for analyses and sampling they perform. He is involved in all or part of, the preparation of the certificates of analysis, the monitoring of the quality control, the interpretation of the results and drafting of reports. He will also be the point of contact for all billing related questions.

A.4.5 Preparation of containers

The Offeror must provide a sufficient number of the containers needed for the sampling. The containers are to be compliant with the requirements (see reference in Section Item 5.1) and specific request from PSPC (ex: bottles of 125 ml, 250 ml or 1 L for analysis of lead in the drinking water) for each of the parameters to be analysed and the matrix to be sampled. The Offeror must provide, at no additional charge, a sufficient number of sample cups for all of the surveys to be conducted (allow 10% more), even if not all of the samples will be analysed. The required containers are to be transported in a cooler suitable for shipping the samples to the laboratory where they are to be analysed. On request, properly prepared cups are to be provided for field blanks and trip blanks, depending on the matrix to be sampled.

A.4.6 Sampling

- .1 Upon request, the Offeror must provide a qualified technical team (technician with over three (3) years of experience in environmental sampling) within five (5) days to take the various samples. The specific sampling location of each sample must be indicated and must have the following accuracy:

Sample	Accuracy
Sediment	1 metre
Soil	0.3 metre
Water	System, item

- .2 The level of accuracy may require the use of a Differential Global Positioning System (DGPS). When submitting the sampling and interpretive reports, a map or a site plan of the stations along with the co-ordinates of the site where each of the samples were taken are to be included.

A.4.7 Sampling method and sample conservation

The sampling method will be selected on the basis of the field characteristics and access conditions. The sampling could notably require the use of equipment, such as boring machines, backhoes, corers, grab samplers, plungers or trowels (manual). The samples are to be taken and stored in compliance with the methodologies set out in Section A.5.1-References.

A.4.8 Analysis

- .1 The Offeror must conduct the analysis according to the methodologies set out in the various reference guides prescribed by federal and/or provincial legislation (see references in Section A.5.2). In addition, the Offeror is to perform a quality control of the analysis at all times and provide PSPC with a copy. During quality controls, the certified reference materials (CRMs) are to be of the same nature as the samples analysed.
- .2 Analyses on organic and inorganic substances must be performed and/or supervised by a chemist member of the Ordre des chimistes du Québec.
- .3 Detection limits for the analysis parameters must allow for a comparison with the strictest provincial and federal recommendations.
- .4 Lead and Other Metals in Drinking Water :
For all drinking water samples for which lead is requested, other than for a metals scan, pre-treatment of samples prior to analysis shall be carried out in accordance with the 2 methods recommended by Health Canada (Health Canada, March 2019, Lead Technical Document, see full reference in A.5.2). These methods can be summarized as follow:

Method A :

- Acidification of samples with 2% nitric acid upon receipt
- Contact time of 16 hrs
- Hot digestion with both 2% nitric acid and 1% hydrochloric acid

Method B :

- Acidification of samples with 2% nitric acid upon receipt
- Contact time of 48 hrs

One of these treatment methods should also be applied on samples when copper and manganese are specifically requested on the analytical requests with the mention of *Federal Standard*.

A.4.9 Interpretation of analysis results

For each call-up, PSPC will specify the criteria to be used in the interpretation of results. For example, a list of possible criteria follows:

(1) Sediments

The presentation of analysis results is to be based on the new Criteria for the Assessment of Sediment Quality in Quebec and Applicable Frameworks: Prevention, Dredging and Remediation, established in 2007 by Environment Canada and the Quebec Department of Sustainable Development, the Environment and Parks (MDDEP), on the Canadian Environmental Quality Guidelines (updated in 2002) of the Canadian Council of Ministers of the Environment (CCME) and on the Disposal at Sea Regulations (Justice Canada).

(2) Soil

The presentation of analysis results is to be based on the CCME's *Canadian Environmental Quality Guidelines: Soil; Canada-Wide Standards for Petroleum Hydrocarbons (PHC) in Soil – CWS-PHC* (CCME); Health Canada's Guidelines, Screening Thresholds and Toxicological Reference Values (TRVs) for Perfluoroalkyl Substances (PFAS), May 2019; the *Grid of Generic Criteria for Soils and Groundwater* of the MDDEP's *Soil Protection and Contaminated Sites Rehabilitation Policy* (November 2001) and its regulations respecting the management and burial of contaminated soil, the *Canadian Environmental Quality Guidelines* (updated in 2002).

(3) Water

The presentation of analysis results is to be based on the source, if applicable. The criteria used could be the grid of generic groundwater contamination criteria set out in the *Soil Protection and Contaminated Sites Rehabilitation Policy* (November 2001), the Criteria for the Quality of Surface Water in Quebec (2001), the most recent version of the Regulation Respecting the Quality of Drinking Water of the Quebec Department of the Environment, the most recent version of the Health Canada's *Guidelines for Canadian Drinking Water Quality* and the CCME's *Canadian Environmental Quality Guidelines* (updated in 2002) and the preliminary value of fluorotelomeric sulfonates in drinking water. If necessary, for drinking water, criteria of the most recent version of the *Règlement sur la qualité de l'eau potable* of the Ministère de l'Environnement du Québec may be used.

In addition, for all parameters for which the results are expressed in weight/volume, drinking water analysis results must be reported in mg/L.

(4) Residual materials

The presentation of analysis results is to be based on criteria of the MDDEP's *Règlement sur les matières dangereuses*.

A.4.10 Sample evaluation grid

As mentioned in Section A.3.2, this sample grid is used by Environment and Climate Change Canada for evaluating the quality of analysis conducted for the purpose of Disposal at Sea Permit applications for dredged sediments. The Offeror must be able to

provide chemical analysis and quality control certificates in accordance with the following Environment and Climate Change Canada standards.

SAMPLE EVALUATION GRID

EVALUATION CRITERIA	PARAMETERS	
General	x	y
Sample identification		
Description of sample		
Sampling date		
Date received		
Storage method		
Analysis method		
Procedure summary		
Pre-treatment method		
Reference		
Instruments		
Detection limit		
Results		
Date of analysis		
Timely delivery of analysis results		
Analysis results		
Chromatogram example		
Unit of measurement		
Chemist's signature		
QA data		
References (sediment)		
• Identification		
• Expected value		
• Value of 2 standard deviations		
• Value obtained		
Duplicate		
Method blank		

A.5 References

A.5.1 Sampling and sample conservation

CCME. 1993. *Guidance Manual on Sampling, Analysis, and Data Management for Contaminated Sites - Volume I: Main Report and Guidance Manual on Sampling, Analysis, and Data Management for Contaminated Sites, Volume II: Analytical Method Summaries*. [www.ccme.ca]

CCME. 1999. *Canadian Environmental Quality Guidelines*. [www.ccme.ca]

CCME. 2016. Guide sur la caractérisation environnementale des sites dans le cadre d'évaluation des risques pour l'environnement et la santé humaine.

- Volume 1 : Orientations
- Volume 2 : Listes de contrôle

- Volume 3 : Modes opératoires recommandés
- Volume 4 : Méthodes d'analyse

CENTRE D'EXPERTISE EN ANALYSE ENVIRONNEMENTALE DU QUÉBEC. May 1999. *Liste des méthodes suggérées pour la réalisation des analyses de laboratoire: politique de protection des sols et de réhabilitation des terrains contaminés*. 3rd edition on pesticides (.pdf format, 76 KB). [<http://www.ceaeq.gouv.qc.ca/index.asp>]

CENTRE D'EXPERTISE EN ANALYSE ENVIRONNEMENTALE DU QUÉBEC. November 2005. *Modes de prélèvement et de conservation des échantillons relatifs à l'application du Règlement sur la qualité de l'eau potable*. DR-09-03. [www.ceaeq.gouv.qc.ca]

ENVIRONMENT CANADA 1994. *Guidance Document on Collection and Preparation of Sediments for Physicochemical Characterization and Biological Testing (EPS 1/RM/29)*. 172 p. [www.ec.gc.ca]

ENVIRONMENT CANADA. 2002. *Sediment Sampling Guide for Dredging and Marine Engineering Projects in the St Lawrence River*. Volumes 1 and 2. [www.ec.gc.ca]

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MINISTÈRE DE L'ENVIRONNEMENT DU QUÉBEC. 2003. *Guide de caractérisation de terrains*. 124 p. [www.mddep.gouv.qc.ca]

MINISTÈRE DE L'ENVIRONNEMENT DU QUÉBEC. 2002. *Methods for Taking and Preserving Samples for the Application of the Regulation Respecting the Quality of Drinking Water*. ISBN 2-550-39587-5. [www.mddep.gouv.qc.ca]

MDDELCC. 2008. *Guide d'échantillonnage à des fins d'analyses environnementales, Cahier 1 – Généralités*.

MDDELCC. 2008. *Guide d'échantillonnage à des fins d'analyses environnementales, Cahier 8 - Échantillonnage des matières dangereuses*.

MDDELCC 2010. *Guide d'échantillonnage à des fins d'analyses environnementales, Cahier 5 - Échantillonnage des sols (MDDELCC) Révision du 5 février 2010*.

MDDELCC. 2012. *Guide d'échantillonnage à des fins d'analyses environnementales, Cahier 3 -Échantillonnage des eaux souterraines. Révision du 23 février 2012*.

Novembre 2005. *Modes de prélèvement et de conservation des échantillons relatifs à l'application du Règlement sur la qualité de l'eau potable*. DR-09-03. [www.ceaeq.gouv.qc.ca]

HEALTH CANADA. 2017. *Guidelines for Canadian Drinking Water Quality*. [www.hc-sc.gc.ca]

LOI SUR LA SANTÉ ET SÉCURITÉ AU TRAVAIL DU QUÉBEC. L.R.Q., chapitre S-2.1 [www.publicationsduquebec.gouv.qc.ca]

A.5.2 Analysis

CCME. 2001. *Reference Method for the Canada-Wide Standard for Petroleum Hydrocarbons in Soil*. [www.ccme.ca]

CENTRE D'EXPERTISE EN ANALYSE ENVIRONNEMENTALE DU QUÉBEC. May 1999.

Liste des méthodes suggérées pour la réalisation des analyses de laboratoire: politique de protection des sols et de réhabilitation des terrains contaminés. 3rd edition. [www.mddep.gouv.qc.ca]

ENVIRONNEMENT CANADA ET MINISTÈRE DU DÉVELOPPEMENT DURABLE, L'ENVIRONNEMENT ET DES CHANGEMENTS CLIMATIQUES DU QUÉBEC. 2016. *Guide de caractérisation physico-chimique et toxicologique des sédiments*. 79 p. [www.ec.gc.ca]

ENVIRONMENT CANADA. 1992. *Biological Test Method: Acute Test for Sediment Toxicity Using Marine or Estuarine Amphipods (EPS 1/RM/26)* 111 p. [www.ec.gc.ca]

ENVIRONMENT CANADA. 1992. *Biological Test Method: Toxicity Test Using Luminescent Bacteria (Photobacterium phosphoreum) (EPS 1/RM/24)*. 75 p. [www.ec.gc.ca]

ENVIRONMENT CANADA. 2011. *Biological Test Method: Fertilization Assay Using Echinoids (Sea Urchins and Sand Dollars) ISPE 1/RM/27*. 140 p. [www.ec.gc.ca]

ENVIRONMENT CANADA. 1997. *Biological Test Method: Test for Survival and Growth in Sediment Using Larvae of Freshwater Midges (Chironomus tentans or Chironomus riparius) (SPE/1/RM/32)*. 150 p. [www.ec.gc.ca]

ENVIRONMENT CANADA. 1997. *Biological Test Method: Test for the Survival and Growth in Sediment Using the Freshwater Amphipod (Hyalomma azteca) (SPE/1/RM/33)*. 141 p. [www.ec.gc.ca]

ENVIRONMENT CANADA. 1998. *Biological Test Method: Reference Method for Determining Acute Lethality of Sediment to Marine or Estuarine Amphipods (SPE/1/RM/35)*. 75 p. [www.ec.gc.ca]

ENVIRONMENT CANADA. 2000. *Biological Test Method: Reference Method for Determining Acute Lethality of Effluents to 'Daphnia magna' (SPE/1/RM/14)*. 34 p. [www.ec.gc.ca]

ENVIRONMENT CANADA. 2002. *Biological Test Method: Reference Method for Determining the Toxicity of Sediment Using Luminescent Bacteria in a Solid-Phase Test (SPE/1/RM/42)*. 83 p. [www.ec.gc.ca]

MINISTÈRE DE L'ENVIRONNEMENT DU QUÉBEC. 2008. *Modes de prélèvement et de conservation des échantillons relatifs à l'application du Règlement sur la qualité de l'eau potable* ISBN 2-550-51957-7 [www.ceaeq.gouv.qc.ca]

ENVIRONMENT CANADA. 1997. *Biological Test Method: Test for the Survival and Growth in Sediment Using the Freshwater Amphipod (Hyalomma azteca) (SPE/1/RM/33)*. 141 p. [www.ec.gc.ca]

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ENVIRONNEMENT CANADA. 2013. *Méthode d'essai biologique : essai de survie et de croissance de l'amphipode dulcicole Hylella azteca dans les sédiments et l'eau (SPE 1/RM/33)*. 1 page. [www.ec.gc.ca]

MINISTÈRE DE L'ENVIRONNEMENT DU QUÉBEC. *Liste des méthodes d'analyses relatives à l'application des règlements découlant de la Loi sur la qualité de l'environnement (R.S.Q., C. Q-2).* [www.ceaeq.gouv.qc.ca]

MINISTÈRE DE L'ENVIRONNEMENT DU QUÉBEC. 2008. *Methods for Taking and Preserving Samples for the Application of the Regulation Respecting the Quality of Drinking Water.* ISBN 2-550-51959-1 [www.ceaeq.gouv.qc.ca]

SANTÉ CANADA, mars 2019. *Recommandations pour la qualité de l'eau potable au Canada, Document technique, Le plomb.* [<https://www.canada.ca/fr/sante-canada/services/publications/vie-saine/recommandations-pour-qualite-eau-potable-canada-document-technique-plomb.html>].

A.5.3 Interpretation of results

BEAULIEU, Michel. 2016. Guide d'intervention - Protection des sols et réhabilitation des terrains contaminés. Ministère du Développement durable, de l'Environnement et de la Lutte contre les changements climatiques, ISBN 978-2-550-76171-6, 210 p.

CCME. *Canadian Water Quality Guidelines. Updated in the Canadian Environmental Quality Guidelines.* [www.ccme.ca]

CCME. *Canadian Sediment Quality Guidelines for the Protection of Aquatic Life. Updated in the Canadian Environmental Quality Guidelines.* [www.ccme.ca]

CCME. *Canadian Soil Quality Guidelines for the Protection of Environmental and Human Health. Updated in the Canadian Environmental Quality Guidelines.* [www.ccme.ca]

CCME. 2008 *Canada-Wide Standards for Petroleum Hydrocarbons (PHC) in Soil.* 8 pages [www.ccme.ca]

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ENVIRONMENT CANADA AND MINISTÈRE DU DÉVELOPPEMENT DURABLE, DE L'ENVIRONNEMENT ET DES PARCS DU QUÉBEC. 2007. *Criteria for the Assessment of Sediment Quality in Quebec and Application Frameworks: Prevention, Dredging and Remediation.* 39 p. [www.ec.gc.ca]

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MINISTÈRE DU DÉVELOPPEMENT DURABLE, DE L'ENVIRONNEMENT ET DES PARCS DU QUÉBEC. 2009. *Critères de qualité de l'eau de surface.* [www.mddep.gouv.qc.ca]

MINISTÈRE DU DÉVELOPPEMENT DURABLE, DE L'ENVIRONNEMENT ET DE LA LUTTE CONTRE LES CHANGEMENTS CLIMATIQUE DU QUÉBEC. 2017. *Politique de protection des sols et réhabilitation des terrains contaminés : Plan d'action 2017-2021.* 34 pages [www.mddelcc.gouv.qc.ca]

MINISTÈRE DE L'ENVIRONNEMENT DU QUÉBEC. 2001. *Soil Protection and Contaminated Sites Rehabilitation Policy.* 124 p. [www.mddep.gouv.qc.ca]

LAND PROTECTION AND REHABILITATION REGULATION Q-2, R.18-1-01

[\[www2.publicationsduquebec.gouv.qc.ca\]](http://www2.publicationsduquebec.gouv.qc.ca)

REGULATION RESPECTING THE QUALITY OF DRINKING WATER. Q-2, r.40.

[\[www2.publicationsduquebec.gouv.qc.ca\]](http://www2.publicationsduquebec.gouv.qc.ca)

RÈGLEMENT SUR L'ENFOUISSEMENT DES SOLS CONTAMINÉS Q-2, r. 18

[\[www2.publicationsduquebec.gouv.qc.ca\]](http://www2.publicationsduquebec.gouv.qc.ca)

REGULATION RESPECTING THE BURIAL OF CONTAMINATED SOILS. Q-2, r. 19

[\[www2.publicationsduquebec.gouv.qc.ca\]](http://www2.publicationsduquebec.gouv.qc.ca)

HEALTH CANADA. 2017. *Guidelines for Canadian Drinking Water Quality.*

[\[www.hc-sc.gc.ca\]](http://www.hc-sc.gc.ca)

RÈGLEMENT SUR LES MATIÈRES DANGEREUSES. Q-2, r. 32

[\[www2.publicationsduquebec.gouv.qc.ca\]](http://www2.publicationsduquebec.gouv.qc.ca)

Solicitation No. - N° de l'invitation
EE010-210247/A
Client Ref. No. - N° de réf. du client
EE010-210247

Amd. No. - N° de la modif.
File No. - N° du dossier
MTB-0-43078

Buyer ID - Id de l'acheteur
MTB309
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT – SEDIMENTS

B.1 Annex B

Annex B attached hereto must be inserted here and forms part of this document.

Important note:

The documents must be transmitted in the following manner:

1 hard electronic copy (.pdf) format

And

1 soft electronic copy in an Excel format

If there is a discrepancy between the wording of the soft electronic copy (Excel) and the hard electronic copy (.pdf), the wording of the hard electronic copy (.pdf) will have priority over the wording of the soft electronic copy (Excel).

ANNEX "C"

BASIS OF PAYMENT - SOIL, WASTEWATER, GROUNDWATER, DRINKING WATER AND RESIDUAL MATERIAL

C.1 Annex C

Annex C attached hereto must be inserted here and forms part of this document.

Important note:

The documents must be transmitted in the following manner:

1 hard electronic copy (.pdf) format

And

1 soft electronic copy in an Excel format

If there is a discrepancy between the wording of the soft electronic copy (Excel) and the hard electronic copy (.pdf), the wording of the hard electronic copy (.pdf) will have priority over the wording of the soft electronic copy (Excel).

ANNEX "D"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

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

Solicitation No. - N° de l'invitation
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Client Ref. No. - N° de réf. du client
EE010-210247

Amd. No. - N° de la modif.
File No. - N° du dossier
MTB-0-43078

Buyer ID - Id de l'acheteur
MTB309
CCC No./N° CCC - FMS No./N° VME

ANNEX “E” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;

ANNEX "F"

MANDATORY TECHNICAL CRITERIA

The information that figures in the tables below must be duly completed and submitted at the closing date and hour of the solicitation document.

All the criteria identified below are MANDATORY. Each criteria must be met and documentation provided in order to demonstrate the degree to which it is met.

Please identify where the substantial document is located in your offer.

Canada will not evaluate information such as references to a website address where supplementary information can be found.

Only those offers that meet all the mandatory technical criteria in the table below will be subject to further evaluation.

The offers that fail to meet all these conditions will be rejected.

Mandatory evaluation criteria	Supporting document required	Please identify where the substantial document is located in your offer
Accreditation under PALA (Programme d'accréditation de labortoiressd'analyse environnementale) (As specified at Annex A, para. A.4.1)	Offerors (principal laboratory) must have its laboratory number. Canada will verify compliance by consulting the official list of laboratories accredited (DR-12-LLA01) by the PALA of the Government of Quebec . Offerors (principal laboratory) are responsible for taking the necessary steps to obtain this accreditation on time, <u>no later than the closing date of the Request for Standing offer.</u>	

<p>Offeror's resources (As specified at Annex A, para. A.4.2)</p> <p>Offerors must be able to provide services of an advisor for results interpretation in the areas listed below and must have a minimum of undergraduate university education and five (5) years of experience.</p> <p>For the Standing offer: Sediment Must have a minimum of undergraduate university education and five (5) years of experience in one of the following areas; -Chemistry -Bioassay</p> <p>For the Standing Offer: Soil, wastewater, groundwater drinking water and residual material Must have a minimum of undergraduate university education and five (5) years of experience in one of the following areas; -Chemistry -Microbiology</p>	<p>In order to demonstrate that the proposed resource (s) meet all of the above requirements, offerors must provide <u>detailed curriculum vitae(s) of the proposed resource</u> including its education grades, ,its working experience and any other relevant information to clearly indicate that the proposed resource have the required qualifications.</p>	
<p>Subcontracting (As specified at Annex A , para A.4.3)</p> <p>The maximum of thirty percent (30%) of subcontracted testing for all parameters in Annex B and /or Annex C</p>	<p>Canada will verify compliance by referring to Annex B and/or Annex C, column laboratory (E) External, (I) Internal, that is duly completed by the offeror.</p> <p>Nota : A proportion greater than that results in a loss of protocol consistency and difficulty in controlling timelines which may result in a monetary impact on projects that are downstream and/or dependent on these results. Offerors (principal laboratory) must perform a minimum of seventy percent (70%) of the analyses for the parameters listed in Annex B and /or Annex C (i.e. 70% of all parameters).</p>	