

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**

**Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions\Travaux publics et Services  
gouvernementaux Canada  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission**

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

Regional Master Standing Offer (RMSO)  
Offre à commandes maître régionale (OCMR)

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

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

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Laboratory Testing of Water & Soil	
<b>Solicitation No. - N° de l'invitation</b> E6TOR-20RM05/A	<b>Date</b> 2020-11-13
<b>Client Reference No. - N° de référence du client</b> E6TOR-20-RM05	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$KIN-945-8183
<b>File No. - N° de dossier</b> KIN-0-54112 (945)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Standard Time EST <b>on - le 2020-12-14</b> Heure Normale du l'Est HNE	
<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Gillis, Melanie	<b>Buyer Id - Id de l'acheteur</b> kin945
<b>Telephone No. - N° de téléphone</b> (613)328-2654 ( )	<b>FAX No. - N° de FAX</b> (613)545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> As identified in separate Call-Up	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## Definitions

In this Request for Standing Offers, unless the context otherwise requires.

### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

### **“Federal Identified User”**

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services Canada can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

## **PART 1 - GENERAL INFORMATION**

### **Principal – Agent Relationship**

Canada is not acting as an agent for the “Provincial/Territorial Identified User” nor is the “Provincial/Territorial Identified User” a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### **Offer**

By submitting an Offer, the Offeror offers to provide and deliver to Authorized Users the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

### **1.1 Introduction**

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

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

The following Annexes are appended to and form part of this RFSO:

Annex A – STATEMENT OF WORK

Annex B – BASIS OF PAYMENT

Annex C – PILOT PROGRAM GENERAL CONDITIONS 2015B – PROFESSIONAL SERVICES  
(MEDIUM COMPLEXITY) Canadian Collaborative Procurement Initiative –  
AUTHORIZED USERS

Annex D – INSURANCE REQUIREMENTS

Annex E – STANDING OFFERS REPORTING FORM

Annex F – TO PART 3 OF THE REQUEST FOR STANDING OFFERS – ELECTRONIC  
INSTRUMENTS

## **1.2 Summary**

Canada has a requirement to establish a Standing Offer for the supply of Commercial Testing Laboratory Services to Authorized Users.

Below is a list of provinces and territories who have shown interest in making call-ups against the Standing Offer:

### **A. Ontario**

Only Authorized Users will be authorized to issue call-ups against this RMSO. A list of Authorized Users will be provided at 6.7.2 - Provincial/Territorial Identified Users.

**1.2.1** This RFSO is for the provision of all labour, materials and equipment required to carry out Testing and Analysis of Water and Sewage Samples, on an “as and when required” basis.

The period of the Standing Offer is from date of issue to 30 June 2024.

**1.2.2** The Request for Standing Offers (RFSO) is to establish Regional Master Standing Offers for the requirement detailed in the RFSO, to the Authorized Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

**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 Debriefings**

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

## **1.4 Offer**

By submitting an Offer, the Offeror offers to provide and deliver the goods or services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Authorized User requests such goods or services or combination of goods and services, in accordance with the conditions set out in the Standing Offer.

## 1.5 Disclosure of information – Optional Users

The following definitions apply to this provision only:

**“Optional Users”** are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

**“MASH entities”** are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges Optional Users may be interested in procuring for their own use the goods or services or combination of goods and services as described in this Standing Offer (referred to hereinafter as “Deliverables.”

In the event that an Optional User contacts the Offeror to purchase some or all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Optional User. The Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## 1.6 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 6.15 Transition to an e-Procurement Solution (EPS).

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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 03 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Pursuant to the [Department of Public Works and Government Services Act](#) (S.C. 1996, c. 16), the instructions, clauses and conditions identified in the RFSO, standing offer and resulting contract(s) by number, date and title may be incorporated by reference into and if so will form part of the RFSO, standing offer and resulting contract(s) as though expressly set out in the RFSO, the standing offer and the resulting contract(s).

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

### 2.2 Submission of Offers

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

#### PWGSC Ontario Region Bid Receiving Unit

Only offers submitted using epost Connect service will be accepted. The Offeror must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

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

It is the Offeror'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 Request for Standing Offers closing date.

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

### 2.3 Former Public Servant

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

Definitions



For the purposes of this clause,

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

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

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

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

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

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

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

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

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

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

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

If so, the Offeror must provide the following information:

- a. name of former public servant;

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

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

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

All enquiries must be submitted in writing to the Standing Offer Authority no later than 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 resulting Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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, the Offeror is deemed to have consented to the applicable laws as specified herein by Canada.

## **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)

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- (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.

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

Offerors must submit their financial offer in accordance with Annex B. The total amount of Applicable Taxes must be shown separately.

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

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

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

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

##### **3.1.2 Exchange Rate Fluctuation**

SACC Manual [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

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

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

The Offeror must explain how they will meet hold times and storage requirements as per CCME 2016 (Guidance Manual for Environmental Site Characterization In Support Of Environmental and Human Health Risk Assessment: Volume 4 Analytical Methods)

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

Any offer which fails to meet the following mandatory requirements will be deemed nonresponsive and will receive no further consideration:

- a) Offers must not contain any alteration to the Pricing Basis other than the addition of the Offeror's unit prices and markup percentage.
- b) Pricing must be provided for all items and all pricing periods in Pricing Basis "A". If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive. A discount percentage must be provided for all pricing periods in Pricing Basis "B". If the Offeror leaves any pricing period blank, Canada will treat the percentage as 0%.
- c) Offers must not contain any condition or qualification placed upon the offer.
- d) Pricing must be firm, excluding applicable taxes, and must not be indexed or tied to an escalation factor.

##### **4.1.2.2 Evaluation of Price**

- a) SACC Manual Clause **M0220T** (2016-01-28), Evaluation of Price
- b) The extended prices of all periods for all line items in Pricing Basis "A" will be calculated by multiplying the estimated usage figures by the Offeror's unit prices to calculate the extended pricing for each line item for all periods. The discount percentage in Pricing Basis "B" will be multiplied by \$10,000 and subtracted from \$10,000 to calculate the extended pricing for costs of alternative testing services.
- c) The extended prices for all periods of all line items and alternative testing services will be added together to calculate the Offeror's evaluated price.

### **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all

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mandatory technical and financial 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-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 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.

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **Definitions and Interpretation**

**a) Definitions:** In this Standing Offer, a capitalized term shall have the meaning attributed to that term in *General Conditions 2009 Standing Offers – Goods or Services – Authorized Users*, section 01, appended hereto as Annex G or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

**b) Other Interpretative Provisions,** unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an annex or appendix, are to the designated section or other subdivision of, or annex or appendix to the Standing Offer;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Standing Offer as a whole and not to any particular section or other subdivision of the Standing Offer;
3. the headings are for convenience only and do not form a part of the Standing Offer and are not intended to interpret, define or limit the scope, extent or intent of the Standing Offer or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to the Standing Offer or to any agreement, or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Standing Offer means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time; and
9. all dollar amounts refer to Canadian dollars.

#### **Key Terms**

##### **Definitions**

In this Standing Offer, unless the context otherwise requires,

##### **“Authorized User”**

Means a Federal Identified User and Provincial/Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against the Standing Offer.

##### **“Federal Identified User”**

Means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.



### **“Provincial/Territorial Identified User”**

Means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals Sector (MASH), to whom the Minister of the Department of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

### **“General Information”**

The Offeror will provide and deliver to Authorized Users the goods, services or combination of goods and services described in the Standing Offer, in accordance with the pricing set out in this Standing Offer if and when the Authorized User requests such goods, services or combination of goods and services in accordance with the conditions set out in the Standing Offer;

### **Principal – Agent Relationship**

Canada is not acting as an agent for the Provincial/Territorial Identified User nor is the Provincial/Territorial Identified User a principal of Canada.

By submitting an Offer, the Offeror acknowledges that all responsibilities and liabilities associated with the issuance and management of the call-up by the “Provincial/Territorial Identified User” rest with that “Provincial/Territorial Identified User”.

### **Exclusionary Clause**

By submitting an Offer, the Offeror agrees that it has no claim, action, cause of action or complaint whether in contract (express or implied), in negligence or other tort, in equity, under any statute or otherwise at law against Her Majesty the Queen in Right of Canada, and will be barred from bringing any such claim, action or complaint against Her Majesty the Queen in Right of Canada for any damages, compensation, costs, interests, loss, lost opportunity or injury, of any kind or nature, arising from the issuance of a call-up against a Standing Offer and its resulting contract where the call-up is issued by a Provincial/Territorial Identified User. The Offeror recognizes and agrees that by issuing a call-up, the Provincial/Territorial Identified User becomes the Contracting Authority and as such is responsible for any contractual issues, or any other issues related to individual call-ups made against the Standing Offer.

#### **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

#### **6.2 Security Requirements**

##### **6.2.1 No Security Requirement Applicable**

There is no security requirement applicable to the Standing Offer.

#### **6.3 Standard Clauses and Conditions**

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

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

**2009** (2018-07-16) General Conditions: Standing Offers – Goods or Services – Authorized Users, apply to and form part of the Standing Offer and are amended as follows:

**The following section(s) from General Conditions 2009 apply to Federal Identified Users only:**

Section 11 – Integrity Provisions

**6.3.2 Standing Offers Reporting**

The Offeror must compile and maintain records, on its provision of goods or services or combination of goods and services to Authorized Users under any and all contracts resulting from the Standing Offer. This data must also include all purchases paid for by a Canada acquisition card.

The Offeror must provide this data, in electronic format (Excel spreadsheet format), in accordance with the reporting requirements detailed in Annex "D". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

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

The Quarterly reporting periods are defined as follows:

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

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

**6.4 Term of Standing Offer**

**6.4.1 Period of the Standing Offer**

The period for making call-ups against the Standing Offer is from date of issue to 31 December 2024.

**6.5 Authorities**

**6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Melanie Gillis  
Title: Supply Specialist  
Public Services and Procurement Canada  
Kingston Acquisitions Branch  
Address: 86 Clarence Street  
Kingston, ON K7L 1X3  
Telephone: 613-328-2654  
Facsimile: 613-545-8067  
E-mail address: [Melanie.Gillis2@pwgsc-tpsgc.gc.ca](mailto:Melanie.Gillis2@pwgsc-tpsgc.gc.ca)

The Standing Offer Authority is responsible for the management of the Standing Offer, (including any extensions, set asides or cancellations). Revisions or amendments to the Standing Offer shall only be authorized in writing by the Standing Offer Authority. The Offeror must not perform work in excess of or outside the scope of the Standing Offer based on verbal or written requests or instructions from anyone other than the Contracting Authority and any work so conducted shall be at the Offeror's sole risk and expense and shall not be charged to any Authorized User unless otherwise agreed to in writing by the Contracting Authority.

**6.5.2 Contracting Authorities**

Solicitation No. - N° de l'invitation  
E6TOR-20RM05/A  
Client Ref. No. - N° de réf. du client  
E6TOR-20-RM05

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54112

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

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If a call-up is issued by:

**Federal Identified User:**

The Standing Offer Authority is the Contracting Authority for Federal Identified User Call-ups and resulting Contracts.

**Provincial/Territorial Identified User:**

The Provincial/Territorial Identified User that issues the Call-up is the Contracting Authority for that Call-up and resulting Contract.

**6.5.3 Project Authority**

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

**6.5.4 Offeror's Representative [Note to Offerors: Please fill out required information]**

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

Procurement Business Number: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

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

**6.7 Authorized Users**

**6.7.1 Federal Identified Users**

The Federal Identified Users authorized to make call-ups against the Standing Offer include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S., 1985, c. F-11.

**6.7.2 Provincial/Territorial Identified Users**

The following Provincial/Territorial Identified Users are the only entities authorized to make call-ups against this Standing Offer.

A. The Province of Ontario , as well as the following optional users:

1. City of Toronto, ON
2. Carleton University, ON
3. City of Kawartha Lakes, ON
4. Town of Collingwood, ON

**Disclosure of information – Optional Users**

**“Optional Users”** are MASH entities that have not been authorized by their respective provinces to issue Call-Ups under the Standing Offer.

**“MASH entities”** are municipal, academic institutions, schools and hospital sectors of a province. They can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities.

The Offeror acknowledges that MASH entities that have not been identified as Authorized Users of this Standing Offer (referred to hereinafter as “Optional Users”) may be interested in procuring for their own use the goods, services or both as described in this Standing Offer (referred to hereinafter as “Deliverables”).

In the event that an Optional User contacts the Offeror to purchase some of all of the Deliverables (referred hereinafter as a “Request”), the Offeror will enter into negotiations with such Optional User. As part of the negotiations, the Offeror will: a) disclose to the Optional User its unit and rate pricing as set out in the Standing Offer, b) disclose all of the other terms and conditions thereof, and c) as necessary, use commercially reasonable efforts to negotiate with the Optional User a separate agreement for the supply of the Deliverables (referred to hereinafter as “Separate Agreement”).

The Offeror will be responsible for its own contract administration with the Optional User. It will not redirect any contract issues to Canada that may arise with the Optional User. Those contract issues include, but are not limited to, contract negotiations, contract administration and contract performance.

The Offeror will have no power to bind Canada, to create a partnership, a joint venture or an agency between Canada and the Offeror. The Contractor Offeror must not represent itself as an agent or representative of Canada to the Optional User.

Canada will not be, or be deemed to be, a party to any Separate Agreement, or a guarantor of any obligations or liability of any party under any Separate Agreement. For greater certainty, Canada will not be responsible or liable to the Offeror for any costs, obligation or liability for any matter arising under, or in connection with, any Separate Agreement.

Canada makes no representation, assurance, warranty or guarantee that an Optional User will make a Request or that it will enter into a Separate Agreement with the Offeror.

## **6.8 Call-up Procedures**

Authorized Call-ups against this Standing Offer must be made using the duly completed forms identified or their equivalents by methods such as facsimile, electronic mail, or any other medium deemed acceptable by both the Authorized User and the Offeror.

Goods requested by telephone, facsimile, or e-mail must be followed up by issuing a call-up or equivalent document no later than the next day. These Call-ups are acceptance of the Offer, constituting a contract, for the goods described in the Call-up document.

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up.

## **6.9 Call-up Instrument**

### **6.9.1 Federal Identified User**

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

1. Call-ups must be made by Federal Identified Users' authorized representatives under the Standing Offer must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)
3. Where an equivalent form or electronic call-up document is used, it must contain at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer, and acceptance of those terms;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation of the Federal Identified User's authority to enter in to a Contract; and
  - acceptance of the terms and conditions of the Standing Offer.
  - confirmation that funds are available under section 32 of the Financial Administration Act
  - allows for collection of the data identified at Annex "D" – Standing Offer Reporting.

#### **6.9.2 Provincial/Territorial Identified User**

For Call-ups issued by a Provincial/Territorial Identified User, the Work will be authorized using the GC 942-3, Call-Up against a Standing Offer (FPT) form. An electronic sample is attached at Annex "E" – Forms. This form is available through the [PWGSC Forms Catalogue](#) Web site.

Or an equivalent form of electronic call-up document which at a minimum:

- identifies the Standing Offer number;
- identifies the total value of the Call-up;
- includes the unit price for each item on the Call-up;
- identifies a point of delivery;
- includes acceptance of the terms and conditions of the Standing Offer;

Call-ups against the Standing Offer paid for with an acquisition card (credit card) at point of sale must be accorded the same prices and conditions as any other Call-up. Call-ups must be made from authorized representatives of identified users of a province or territory in the standing offer. These must be goods or services or a combination of goods and services included in the standing offer, in accordance with the prices and terms specified therein

#### **6.10 Limitation of Call-ups**

##### **Federal Identified User**

Individual call-ups against the Standing Offer must not exceed \$60,000.00 (Applicable Taxes included).

### **Provincial/Territorial Identified User**

If a financial limitation applies to a call-up issued by a Provincial/Territorial Identified User, whether that financial limitation applies to an individual basis for each call-up or in the aggregate for all call-ups issued, that financial limitation must be provided by the Provincial/Territorial Identified User issuing the call-up. Where such financial limit is provided to the Offeror by the Contracting Authority of the Provincial/Territorial Identified User then the Offeror shall not accept any Call-up against the Standing Offer which would exceed such financial limitation unless the Contracting Authority has specifically identified that it may do so in writing.

### **6.11 Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list below, 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 to the extent necessary to resolve such discrepancy.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the General Conditions 2009 (2018-07-16) - Standing Offers - Goods or Services – Authorized Users;
- d) the general conditions 2010B (2020-05-28), General Conditions – Professional Services (Medium Complexity);
- e) Annex C, 2015B (Pilot Program) General Conditions Professional services (Medium Complexity) – Canadian Collaborative Procurement Initiative – Authorized User
- f) Annex A, Statement of Work
- g) Annex B, Basis of Payment
- h) Annex D, Insurance Requirements
- i) the Offeror's offer dated \_\_\_\_\_. *[Note to Offerors: Canada will insert information at time of issuance of the Standing Offer]*

### **6.12 Certifications and Additional Information**

#### **6.12.1 Compliance**

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

### **6.13 Applicable Laws**

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

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

Solicitation No. - N° de l'invitation  
E6TOR-20RM05/A  
Client Ref. No. - N° de réf. du client  
E6TOR-20-RM05

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54112

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

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

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

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

#### **6.15 Published Price List**

SACC Manual Clause M3000C (2006-08-15), Price List

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

The Contractor must perform the Work detailed in the Call-up against the Standing Offer.

#### **Definitions and Interpretation**

Definitions. In this Contract, a capitalized term shall have the meaning attributed to that term in General Conditions 2015B – Professional Services (Medium Complexity) – Authorized User as amended, section 01, appended hereto as Annex X or, if not defined therein, and such term is defined in the Standing Offer or in any document forming part of the Standing Offer, that term shall have the meaning attributed to it in the document in which it is defined.

Other Interpretive Provisions. In the Contract unless otherwise indicated:

1. all references to a designated "section" or other subdivision, or to an appendix or annex, are to the designated section or other subdivision of, or appendix or annex to, the Contract;
2. the words "herein", "hereof", "hereunder" and other words of similar import refer to the Contract as a whole and not to any particular section or other subdivision of the Contract;
3. the headings are for convenience only and do not form a part of the Contract and are not intended to interpret, define or limit the scope, extent or intent of the Contract or any of its provisions;
4. the singular of any term includes the plural, and vice versa, the use of any term is generally applicable to any gender and where applicable, a corporation, and the word "including" is not limiting whether or not non limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto;
5. words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, and joint ventures;
6. where a word is defined other forms of the word will have the corresponding meaning;
7. any reference to any agreement (including the Standing Offer or Contract), or other instrument in writing, or permit, licence or approval is a reference to such agreement or instrument, or permit, licence or approval as amended, modified or replaced from time to time;
8. any reference to a statute, regulation, rule, policy directive or other document listed in this Contract means a reference to such item as it may be varied, amended, supplemented, replaced, enacted, re-enacted or extended from time to time;
9. all references to day or days, other than Working Days, means calendar days; and
10. all dollar amounts refer to Canadian dollars.

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

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

***When payment by credit cards is accepted by the Offeror.***



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.

### **6.3 Term of Contract**

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

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

#### **6.3.2 Delivery Date**

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

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

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

### **6.5 Payment**

#### **6.5.1 Basis of Payment - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

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

#### **6.5.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

#### **6.5.3 Method of Payment**

SACC Manual clause H1000C (2008-05-12) Single Payment

#### **6.5.4 Electronic Payment of Invoices – Call-up [Note to Offerors: Canada will insert or delete text, as per the Offer Annex F, at time of issuance]**

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

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

## 6.6 Invoicing Instructions

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

Invoices must be submitted on the Offeror's own invoice form and at a minimum include:

- (a) the call-up number;
  - (b) the amount invoiced (exclusive of applicable tax);
  - (c) the amount of applicable tax;
  - (d) the date;
  - (e) the name and address of the Identified User;
  - (f) the Item number(s);
  - (g) a copy of time sheets to support the time claimed (if applicable);
  - (h) the Standing Offer Number as shown on page 1 of this Standing Offer.
2. The original and one (1) copy of each invoice must be forwarded to the Client Representative as indicated on each call-up document for certification and payment.

## 6.7 Insurance Requirements

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

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.

## 6.8 Dispute Resolution

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

Solicitation No. - N° de l'invitation  
E6TOR-20RM05/A  
Client Ref. No. - N° de réf. du client  
E6TOR-20-RM05

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54112

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

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## **6.9 Shipment of Goods**

Shipment must be Incoterms 2000 "DDP Delivered Duty Paid".

### **6.10 *Inspection and Acceptance***

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

## **ANNEX "A" - STATEMENT OF WORK**

### **1.1 Overview**

The Contractor must provide all labour, materials and equipment required to carry out **Testing and Analysis of Water and Sewage Samples** as detailed in the Statement of Work and as per the call-up against the standing offer.

### **1.2 Definitions**

#### **1.2.1 Chain of Custody**

A set of procedures used to provide an accurate written record that can be used to trace the possession of a sample from the moment of its collection through its introduction into a data set.

#### **1.2.2 Chain of Custody form**

A document used to record the transfer of, possession and chain of custody of samples and to ensure the integrity of samples from the time of collection through data reporting. All users must record the standing offer number on this form.

#### **1.2.3 Depot or equivalent facility**

A location belonging to the Contractor where samples can be received and logged into the testing facility's systems, preserved if needed, and forwarded to the location where analysis will be performed. Depots do not typically conduct any analytical testing.

### **1.3 Services**

The Contractor must provide:

- a. Sample bottles, chain of custody forms, sampling instructions, preservatives or pre-charged container as required, ice packs and site specific shipment coolers, at no extra charge;
- b. Sample disposal for routine water, wastewater and soil samples, at no extra charge;
- c. An emergency phone or pager number for after business hours and weekends; and
- d. Report of the testing facility analytical results submitted to the Identified User in a hard copy format that includes the Provincial and Federal environmental quality guidelines and criteria listed adjacent to each parameter analyzed. In addition to a hard copy of the report, the data must be provided in both Adobe Acrobat Reader and Microsoft Excel Spreadsheet format.

### **1.4 Shipping of Samples**

Except in the case of Department of National Defence, Royal Military College's (located in Kingston, Ontario) requirements addressed in greater detail at 1.9 below, the samples to be tested will be collected by the Identified User and sent, via courier, to the Contractor's testing facility, depot or equivalent.

### **1.5 Contractor's Testing Facility**

**1.5.1** Testing facilities must hold certification with the Canadian Association for Laboratory Accreditation Inc. (CALA) or Standards Council of Canada (SCC).

**1.5.2** The Contractor's quality assurance and quality control at each of the Contractor's testing facility, depot or equivalent must meet or exceed those established by CCME 2016 in the Guidance Manual For Environmental Site Characterization In Support Of Environmental And Human Health Risk Assessment: Volume 4 Analytical Methods.

## **1.6 Sample Analysis**

**1.6.1** All Work must be performed by certified technicians trained in analyzing the samples provided and conducting testing in accordance with standard analytical protocol as accepted by Environment Canada, Ministry of Environment and Climate Change, Ontario Ministry of Agriculture and Food (OMAF) and Energy Ontario and applicable codes and standards.

**1.6.2** Sample parameters will be requested by the Identified User for the appropriate sample analysis. The call-up document requirements may include various samples that require different streams of testing or analysis.

**1.6.3** At a minimum the Contractor must be able to provide analysis of the following parameters: sodium, potassium, calcium, magnesium, carbonate, bicarbonate, hardness, alkalinity, sulphate, chloride, PH silica, nitrate, ammonia, iron, manganese, copper, zinc, TOC, turbidity, conductivity, orthophosphorus, colour, fluoride, lead-HGA, arsenic, total suspended solids (TSS), total petroleum hydrocarbons (TPH), hydrocarbons (TVH, TEH), aluminum, boron, barium, beryllium, cadmium, cobalt, chromium, nickel, lead, antimony, selenium, vanadium, tin, benzene, styrene, toluene, Kjeldhel nitrogen, phosphorous, phosphates, total and fecal coliform, BOD, COD, and Polychlorinated Biphenyls (PCB). The tests must meet the detection limits for the most recent CCME Environmental Quality Guidelines or Ontario Regulation 153, (whichever is more stringent).

**1.6.4** Water analysis of drinking or ground water may require the following tests:

1. Ontario drinking water objectives;
2. Surface water quality assessment;
3. Ground water quality assessment;
4. Spectrum scan;
5. Petroleum Hydrocarbon (PHP);
6. 17 metal scan (surface, groundwater & soil);
7. 24 metal scan (surface, groundwater & soil).
8. Hydrides (water and soil);
9. Ontario drinking water criteria; and
10. Characterization of Sewage.

**1.6.5** Soil analysis may require the following tests:

1. RPOFT - Laidlaws criteria;
2. Total petroleum hydrocarbons;
3. Oil and grease;
4. Sewer waste discharge;
5. Regulation 347 - Acid leachate;. and
6. Decommissioning and Cleanup of Sites:
  - a. Inorganics;
  - b. Monocyclic aromatic hydrocarbons;
  - c. Polycyclic aromatic hydrocarbons;
  - d. Chlorinated hydrocarbons;
  - e. Phenolic compounds;

- f. Phthalate esters;
- g. Halogenated methanes; and
- h. Miscellaneous organics.

**1.6.6** GC or MS analysis may require the following tests:

1. EPA 624 - volatiles;
2. BTEX - volatiles; and
3. Trihalomethanes (THMs).

## 1.7 List of Parameters, Methodologies and Method Commonly Required

### 1.7.1 Water

Parameter	Methodology	Method Number
Turbidity	Turbimeter	9-2-4 based on EPA 180.1 (APHA)/ HACH
PH	Autotitrator	9-2-7 based on EPA 310.1, 150.1 120.1/MANTECH
Aluminium	ICP/OES Digestion	9-2-28/9-4-58 based on SM 3030D/EPA 200.2/EPA200.7
Aluminium	ICP/MS Digestion	9-2-28/925-1 based on SM 3030D/EPA 200.2/EPA 200.8
Alkalinity	Autotitrator	9-2-7 based on EPA 310.1, 150.1, 120.1/MANTECH
Hardness	ICP/OES Digestion	9-2-28/9-4-58 based on SM 3030D/EPA 200.2/EPA 200.7
Colour	UV/VIS	9-2-3 based on EPA Series (APHA 1992) HACH
Fluoride	Selective Ion Electrode	9-2-35 based on NIOSH 8300/SM 4500F
Lead	ICP/MS Digestion	
Sodium	ICP/OES Digestion	9-2-28/9-4-58 base on SM 3030D/EPA200.2/EPA200.7
Conductivity	Autotitrator	9.2 based on EPA 120.1
E Coli	Membrane Filtration	9-16-7 based on MOE: MICROMFDL-E3407A:1999
Total Coli	Membrane Filtration	9-16-7 based on MOE: MICROMFDL-E3407A:1999
HPC	Membrane Filtration	9-16-13 based on SM 9000/OMOE MICROMF-E3371A
Background	Membrane Filtration	9-16-7 based on MOE: MICROMFDL-E3407A:1999
Clostridium	Membrane Filtration	9-16-21 based on USEPA. 19
Nitrates, Nitrites	Ion Chromatography	9-1-6 DIONEX, 1989

### 1.7.2 Schedule 23

Parameter	Methodology	Method Number
Metals as: As,Ba,B	ICP/MS Digestion	9-2-28/9-25-1 based on SM 3030D/EPA 200.2/EPA 200.8
Cd,Cr,Se,Sb and UMercury	Cold Vapour AA-Digestion	9-2-29/9-8-3 based on EPA245.1/APHA 3112B

### 1.7.3 Schedule 24

Parameter	Methodology	Method Number
Volatiles	GC/MSD-Purge and Trap	9-1-21 based on OMOE SMP VOL-E3189A.1/WWVOLE3276A.1
PCB	GC/ECD-Extraction	9-1-16 based on ASTM D4059-86
Acid Extractable	GC/MS-Extraction	9-1-44 based on TOM-E3209A/SM 6410B
Diaquat/Paraquat	HPLC	9-1-54 based on USEPA 549.1
Glyphosate	HPLC+Post Column Addition	9-1-13 based on USEPA 547
Herbicides Pesticides	GC/ECD/TSD-Extraction	9-1-35 based on BOYD-BOLAND and PAWLISZYN 1995
Benzo(a) Pyrene	GC/MS-Extraction	9-1-22 based on EPA 3510C/OMOE TOM-E3209A/SM 6410B

### 1.7.4a Waste Water and Sludge

Parameter	Methodology	Method Number
Susp Solids	Gravimetric	9-2-5 EPA 160.2
Total Solids	Gravimetric	9-2-6 based on SM 18 2540B/EPA 160.3
Volatile Solids	Gravimetric	9-2-6
PH	Autotitrator	9-2-1 based on EPA 150.1 Orion 1991
NO2 and NO3	Ion Chromatography	9-1-6 DIONEX 1989
TKN	Auto Colour	9-1-48 based on SKALAR 1996/EPA 353.2
NH3 + NH4	Colourimetry	9-1-3 based on SKALAR 1994/EPA 350.2
Total Phos	Auto Colour	9-1-27 based on SKALAR 1996/EPA 365.4
BOD5	D.O. Meter	9-2-10 based on APHA SM 5210B
Glycol	GC/FID	
Total Coli/E Coli	9-16-12/12/14/10	9-16-12/12/14/10 based on SM 9000/OMOE MICROMF-E3371A
Metals (Sludge)	ICP/OES Digestion	9-2-37/9-4-2 based on EPA 3051/3050A
Mercury (Sludge)	Cold VapourAA-Digestion	9-2-42/9-8-34 based on EPA 245.1/APHA 3112B

### 1.7.4b Groundwater and Surface Water Parameters for Analysis

**1.7.4b.1 Dissolved Metals by Atomic Spectroscopy (Liquid)** with field filtering by Canada, must include all of these tests:

- |                          |                             |
|--------------------------|-----------------------------|
| a. Total Aluminum (Al);  | q. Total Manganese (Mn);    |
| b. Total Antimony (Sb);  | r. Total Molybdenum (Mo);   |
| c. Total Arsenic (As);   | s. Total Nickel (Ni);       |
| d. Total Barium (Ba);    | t. Total Potassium (K);     |
| e. Total Beryllium (Be); | u. Total Selenium (Se);     |
| f. Total Bismuth (Bi);   | v. Total Silicon (Si);      |
| g. Total Boron (B);      | w. Total Silver (Ag);       |
| h. Total Cadmium (Cd);   | x. Total Sodium (Na);       |
| i. Total Calcium (Ca);   | y. Total Strontium (Sr);    |
| j. Total Chromium (Cr);  | z. Total Thallium (Tl);     |
| k. Total Cobalt (Co);    | aa. Total Tin (Sn);         |
| l. Total Copper (Cu);    | bb. Total Titanium (Ti);    |
| m. Total Iron (Fe);      | cc. Total Tungsten (W);     |
| n. Total Lead (Pb);      | dd. Total Uranium (U);      |
| o. Total Lithium (Li);   | ee. Total Vanadium (V); and |
| p. Total Magnesium (Mg); | ff. Total Zinc (Zn).        |

**1.7.4b.2 TPH** must include all of these tests:

- F1 (C6-C10);
- F2 (C10-C16 Hydrocarbons);
- F3 (C16-C34 Hydrocarbons); and
- F4 (C34-C50 Hydrocarbons).

**1.7.4b.3 BTEX** must include all of these tests:

- |                  |                    |
|------------------|--------------------|
| a. Benzene;      | d. o-Xylene;       |
| b. Toluene;      | e. p+m-Xylene; and |
| c. Ethylbenzene; | f. Total Xylenes.  |

**1.7.4b.4 General Chemistry** must include all of these tests:

- |  |                                     |
|--|-------------------------------------|
| a. Total Ammonia-N;                                | i. Fluoride (F-);                   |
| b. Colour;   | j. Chloride (Cl);                   |
| c. Conductivity;                                   | k. Nitrite (N);                     |
| d. Total Dissolved Solids;                         | l. Bromide (Br-);                   |
| e. Total Organic Carbon (TOC);                     | m. Nitrate (N);                     |
| f. Dissolved Phosphorus;                           | n. Phosphate-P;                     |
| g. Turbidity;                                      | o. Sulphate (SO <sub>4</sub> ); and |
| h. Total Alkalinity (Total as CaCO <sub>3</sub> ); | p. pH.                              |

**1.7.4b.5 VOCs** must include all of these tests:

- |                                |   |
|--------------------------------|---|
| a. 1,1-Dichloroethane;         | v. Carbon Tetrachloride;                  |
| b. 1,1-Dichloroethylene;       | w. Chlorobenzene;                         |
| c. 1,1,1-Trichloroethane;      | x. Chloroethane;                          |
| d. 1,1,1,2-Tetrachloroethane;  | y. Chloroform;                            |
| e. 1,1,2-Trichloroethane;      | z. Chloromethane;                         |
| f. 1,1,2,2-Tetrachloroethane;  | aa. Dibromochloromethane;                 |
| g. 1,2-Dibromoethane (EDB);    | bb. Dichloromethane (Methylene Chloride); |
| h. 1,2-Dichlorobenzene;        | cc. Ethylbenzene;                         |
| i. 1,2-Dichloroethane;         | dd. 2-Butanone (Methyl Ethyl Ketone);     |
| j. cis-1,2-Dichloroethylene;   | ee. Methyl t-butyl ether (MTBE);          |
| k. trans-1,2-Dichloroethylene; | ff. 4-Methyl-2-Pentanone (MIBK);          |
| l. 1,2-Dichloropropane;        | gg. Styrene;                              |
| m. 1,3-Dichlorobenzene;        | hh. Tetrachloroethylene;                  |
| n. cis-1,3-Dichloropropene;    | ii. Toluene;                              |
| o. trans-1,3-Dichloropropene;  | jj. Trichloroethylene;                    |
| p. 1,4-Dichlorobenzene;        | kk. Trichlorofluoromethane (FREON 11);    |
| q. Acetone;                    | ll. Vinyl Chloride;                       |
| r. Benzene;                    | mm. o-Xylene;                             |
| s. Bromodichloromethane;       | nn. p+m-Xylene; and                       |
| t. Bromoform;                  | oo. Total Trihalomethanes.                |
| u. Bromomethane;               |   |

**1.7.4b.6 SVOCs by GC-MS (Liquid)** must include all of these tests:

- |                                |                                  |
|--------------------------------|----------------------------------|
| a. 1,2,4-Trichlorobenzene;     | r. 4-Chlorophenyl phenyl ether;  |
| b. 1,2-Dichlorobenzene;        | s. 4-Nitrophenol;                |
| c. 1,3-Dichlorobenzene;        | t. Acenaphthene;                 |
| d. 1,4-Dichlorobenzene;        | u. Acenaphthylene;               |
| e. 2,4,6-Trichlorophenol;      | v. Anthracene;                   |
| f. 2,4-Dichlorophenol;         | w. Benzidine;                    |
| g. 2,4-Dimethylphenol;         | x. Benzo(a)anthracene;           |
| h. 2,4-Dinitrophenol;          | y. Benzo(a)pyrene;               |
| i. 2,4-Dinitrotoluene;         | z. Benzo(b)fluoranthene;         |
| j. 2,6-Dinitrotoluene;         | aa. Benzo(k)fluoranthene;        |
| k. 2-Chloronaphthalene;        | bb. Benzo(ghi)perylene;          |
| l. 2-Chlorophenol;             | cc. Bis(2-chloroethoxy)methane;  |
| m. 2-Nitrophenol;              | dd. Bis(2-chloroethyl)ether;     |
| n. 3,3'-Dichlorobenzidine;     | ee. Bis(2-chloroisopropyl)ether; |
| o. 4-Chloro-3-Methylphenol;    | ff. Di(2-ethylhexyl)phthalate;   |
| p. 4,6-Dinitro-2-methylphenol; | gg. Benzyl butyl phthalate;      |
| q. 4-Bromophenyl phenyl ether; | hh. Chrysene;                    |



- |                                |   |
|--------------------------------|---|
| ii. Di-N-butyl phthalate;      | tt. Indeno(1,2,3-cd)pyrene;             |
| jj. Di-N-octyl phthalate;      | uu. Isophorone;                         |
| kk. Dibenzo(a,h)anthracene;    | vv. N-Nitroso-di-n-propylamine;         |
| ll. Diethyl phthalate;         | ww. N-Nitrosodimethylamine;             |
| mm. Dimethyl phthalate;        | xx. Naphthalene;                        |
| nn. Fluoranthene;              | yy. Nitrobenzene;                       |
| oo. Fluorene;                  | zz. Nitrosodiphenylamine/Diphenylamine; |
| pp. Hexachlorobenzene;         | aaa. Pentachlorophenol;                 |
| qq. Hexachlorobutadiene;       | bbb. Phenanthrene;                      |
| rr. Hexachlorocyclopentadiene; | ccc. Phenol; and                        |
| ss. Hexachloroethane;          | ddd. Pyrene.                            |

**1.7.4b.7 PCBs by GC-ECD (Liquid)** must include all of these tests:

- |                  |                      |
|------------------|----------------------|
| a. Aroclor 1016; | f. Aroclor 1254;     |
| b. Aroclor 1221; | g. Aroclor 1260;     |
| c. Aroclor 1232; | h. Aroclor 1262;     |
| d. Aroclor 1242; | i. Aroclor 1268; and |
| e. Aroclor 1248; | j. Total PCB.        |

**1.7.4b.8 Mercury by Cold Vapour AA (Liquid)** must include all of these tests:

- a. Mercury.

**1.7.4b.9 Phenols by Colourimetric** must include all of these tests:

- a. Phenols.

**1.7.5 Soil Parameters for Analysis**

**1.7.5.1 Metals** must include all of these tests:

- |                           |                              |
|---------------------------|------------------------------|
| a. Total Aluminum (Al);   | p. Total Nickel (Ni);        |
| b. Total Barium (Ba);     | q. Total Phosphorus (P);     |
| c. Total Beryllium (Be);  | r. Total Potassium (K);      |
| d. Total Bismuth (Bi);    | s. Total Silver (Ag);        |
| e. Total Boron (B);       | t. Total Sodium (Na);        |
| f. Total Cadmium (Cd);    | u. Total Strontium (Sr);     |
| g. Total Calcium (Ca);    | v. Total Sulphur (S);        |
| h. Total Chromium (Cr);   | w. Total Tin (Sn);           |
| i. Total Cobalt (Co);     | x. Total Titanium (Ti);      |
| j. Total Copper (Cu);     | y. Total Vanadium (V);       |
| k. Total Iron (Fe);       | z. Total Zinc (Zn);          |
| l. Total Lead (Pb);       | aa. Total Antimony (Sb);     |
| m. Total Magnesium (Mg);  | bb. Total Arsenic (As);      |
| n. Total Manganese (Mn);  | cc. Total Selenium (Se); and |
| o. Total Molybdenum (Mo); | dd. Total Thallium (Tl).     |

**1.7.5.2 TPH** must include all of these tests:

- a. F1 (C6-C10);  
b. F2 (C10-C16 Hydrocarbons);  
c. F3 (C16-C34 Hydrocarbons); and  
d. F4 (C34-C50 Hydrocarbons).

**1.7.5.3 BTEX** must include all of these tests:

- a. Benzene;
- b. Toluene;
- c. Ethylbenzene;
- d. o-Xylene;
- e. p+m-Xylene; and
- f. Total Xylenes.

**1.7.5.4 General Chemistry** must include all of these tests:

- a. Total Ammonia-N;
- b. Conductivity;
- c. Total Organic Carbon (TOC);
- d. Fluoride (F-);
- e. Chloride (Cl);
- f. Nitrite (N);
- g. Bromide (Br-);
- h. Nitrate (N);
- i. Phosphate-P;
- j. Sulphate (SO<sub>4</sub>); and
- k. pH.

**1.7.5.5 VOCs** must include all of these tests:

- a. 1,1-Dichloroethane;
- b. 1,1-Dichloroethylene;
- c. 1,1,1-Trichloroethane;
- d. 1,1,1,2-Tetrachloroethane;
- e. 1,1,2-Trichloroethane;
- f. 1,1,2,2-Tetrachloroethane;
- g. 1,2-Dibromoethane (EDB);
- h. 1,2-Dichlorobenzene;
- i. 1,2-Dichloroethane;
- j. cis-1,2-Dichloroethylene;
- k. trans-1,2-Dichloroethylene;
- l. 1,2-Dichloropropane;
- m. 1,3-Dichlorobenzene;
- n. cis-1,3-Dichloropropene;
- o. trans-1,3-Dichloropropene;
- p. 1,4-Dichlorobenzene;
- q. Acetone;
- r. Benzene;
- s. Bromodichloromethane;
- t. Bromoform;
- u. Bromomethane;
- v. Carbon Tetrachloride;
- w. Chlorobenzene;
- x. Chloroethane;
- y. Chloroform;
- z. Chloromethane;
- aa. Dibromochloromethane;
- bb. Dichloromethane(Methylene Chloride);
- cc. Ethylbenzene;
- dd. 2-Butanone (Methyl Ethyl Ketone);
- ee. Methyl t-butyl ether (MTBE);
- ff. 4-Methyl-2-Pentanone (MIBK);
- gg. Styrene;
- hh. Tetrachloroethylene;
- ii. Toluene;
- jj. Trichloroethylene;
- kk. Trichlorofluoromethane (FREON 11);
- ll. Vinyl Chloride;
- mm. o-Xylene;
- nn. p+m-Xylene; and
- oo. Total Trihalomethanes.

**1.7.5.6 SVOCs by GC-MS** must include all of these tests:

- a. 1,2,4-Trichlorobenzene;
- b. 1,2-Dichlorobenzene;
- c. 1,3-Dichlorobenzene;
- d. 1,4-Dichlorobenzene;
- e. 2,4,6-Trichlorophenol;
- f. 2,4-Dichlorophenol;
- g. 2,4-Dimethylphenol;
- h. 2,4-Dinitrophenol;
- i. 2,4-Dinitrotoluene;
- j. 2,6-Dinitrotoluene;
- k. 2-Chloronaphthalene;
- l. 2-Chlorophenol;
- m. 2-Nitrophenol;
- n. 3,3'-Dichlorobenzidine;
- o. 4-Chloro-3-Methylphenol;
- p. 4,6-Dinitro-2-methylphenol;
- q. 4-Bromophenyl phenyl ether;
- r. 4-Chlorophenyl phenyl ether;
- s. 4-Nitrophenol;
- t. Acenaphthene;

---

u. Acenaphthylene;	mm. Dimethyl phthalate;
v. Anthracene;	nn. Fluoranthene;
w. Benzidine;	oo. Fluorene;
x. Benzo(a)anthracene;	pp. Hexachlorobenzene;
y. Benzo(a)pyrene;	qq. Hexachlorobutadiene;
z. Benzo(b)fluoranthene;	rr. Hexachlorocyclopentadiene;
aa. Benzo(k)fluoranthene;	ss. Hexachloroethane;
bb. Benzo(ghi)perylene;	tt. Indeno(1,2,3-cd)pyrene;
cc. Bis(2-chloroethoxy)methane;	uu. Isophorone;
dd. Bis(2-chloroethyl)ether;	vv. N-Nitroso-di-n-propylamine;
ee. Bis(2-chloroisopropyl)ether;	ww. N-Nitrosodimethylamine;
ff. Di(2-ethylhexyl)phthalate;	xx. Naphthalene;
gg. Benzyl butyl phthalate;	yy. Nitrobenzene;
hh. Chrysene;	zz. Nitrosodiphenylamine/Diphenylamine;
ii. Di-N-butyl phthalate;	aaa. Pentachlorophenol;
jj. Di-N-octyl phthalate;	bbb. Phenanthrene;
kk. Dibenzo(a,h)anthracene;	ccc. Phenol; and
ll. Diethyl phthalate;	ddd. Pyrene.

**1.7.5.7 PCBs by GC-ECD (Liquid)** must include all of these tests:

- |                  |                      |
|------------------|----------------------|
| a. Aroclor 1016; | f. Aroclor 1254;     |
| b. Aroclor 1221; | g. Aroclor 1260;     |
| c. Aroclor 1232; | h. Aroclor 1262;     |
| d. Aroclor 1242; | i. Aroclor 1268; and |
| e. Aroclor 1248; | j. Total PCB.        |

**1.7.5.8 Mercury by Cold Vapour AA** must include all of these tests:

- a. Mercury.

**1.7.5.9 Phenols by Colourimetric** must include all of these tests:

- a. Phenols.

**1.7.5.10 Nonylphenols/Ethoxylates**

This testing must be based on ASTM method D7065-06 and must be analyzed using GC/MS

**1.7.5.11 Chlorate**

This testing must be based on EPA method 317.0 and must be analyzed using ion chromatography 3.

**1.7.5.12 Asbestos**

This testing must be analyzed in accordance with EPA/600/R-93/116 using polarized light microscopy.

**1.7.5.13 Phenols**

This testing must be based on EPA method 420.2 and must be analyzed using a Technicon Autoanalyser.

**1.8 Analytical Turnaround**

- 1.8.1** All adverse drinking water results must be reported to the Identified User within 24 hours of receipt of sample from the Identified User.
- 1.8.2** All bacteria results must be faxed or e-mailed to the Identified User within 24 hours of test completion.
- 1.8.3** All other analytical data must be reported to the Identified User within 14 days from receipt of the samples.

## **1.9 Reporting Requirements for Analytical Data and Retention of Data**

- 1.9.1** The Contractor must provide a written report documenting the analytical data results obtained for each sample. The report must be received by the Identified User on or before 14 days (unless standard test methods exceed this time limit). A copy of the chain of custody form must be included with the results.
- 1.9.2** Analytical data must be reported by facsimile or by e-mail (attached as a Microsoft Excel file) to the Identified User. A final report must be mailed with the invoice.
- 1.9.3** Records of test results, analytical data and reports must be stored electronically by the Contractor for a minimum of 7 years.

## **1.10 Special Instructions: Department of National Defence (DND), Royal Military College located in Kingston, Ontario**

- 1.10.1** Environmental Sciences Group (ESG) has a requirement for the testing of water samples for valid biological oxygen demand (BOD), E. Coli, fecal coliforms and total coliforms to determine discharge and drinking water quality at Dew Line sites in the Eastern Arctic.

Generally, shipments come from the field to the Royal Military College in Kingston to be reviewed before being sent to the Contractor's testing facility, depot or equivalent for analysis. However, depending on timing of the samples or routing out of the field, samples may be sent directly from the field for analysis. Samples from the field may go to the Contractor's testing facility, depot or equivalent directly or to a drop off location where they must be documented as received and processed within required timelines. At a minimum, the Contractor must have drop off locations in Ottawa, Edmonton and Yellowknife. If samples go to the Contractor's drop off location in either Edmonton or Yellowknife, the Contractor is responsible for shipping costs to the Contractor's testing facility.

Due to the time constraints related to the shelf life of the samples, the Contractor must meet hold times and storage requirements as per CCME 2016 (Guidance Manual For Environmental Site Characterization In Support Of Environmental And Human Health Risk Assessment: Volume 4 Analytical Methods) for shipments arriving in either Ottawa, Edmonton or Yellowknife. The following particulars relate to each of these three (3) testing facilities or depots or equivalent:

**Ottawa** –ESG will arrange sample pick up from the Ottawa International Airport and delivery to the Contractor's testing facility, depot or equivalent in Ottawa at no extra cost to the Contractor;

**Edmonton** – For field work in the west, ESG personnel generally have connecting flights through Edmonton and the Contractor must pick up samples at the Edmonton airport as directed in the call-up; and

**Yellowknife** - For field work in the west that involves short turnaround times for analysis, ESG will ship samples to the Contractor's testing facility, depot or equivalent in Yellowknife.

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File No. - N° du dossier  
KIN-0-54112

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**1.10.2** The Contractor must meet the recommended reporting limits provided in CCME 2016 (Guidance Manual For Environmental Site Characterization In Support Of Environmental And Human Health Risk Assessment: Volume 4 Analytical Methods).

## ANNEX "B" BASIS OF PAYMENT

*Note to Offerors: All text in italics will be deleted from the resulting Standing Offer.*

### Pricing:

All pricing is firm, in Canadian Currency. H.S.T., if applicable, is extra to the prices and must be shown on any invoice as a separate item. Shipment must be **Incoterms 2000 "DDP Delivered Duty Paid"**

### Pricing Periods:

Year 1: Issuance of Standing Offer to December 31, 2021

Year 2: January 1, 2021 to December 31, 2022

Year 3: January 1, 2022 to December 31, 2023

Year 4: January 1, 2023 to December 31, 2024

### Estimated Usages:

*The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this Pricing Basis does not represent a commitment by Canada that Canada's future usage of the services/items described in the Request for Standing Offer will be consistent with this data.*

### PRICING BASIS 'A'

Item	Parameter	Estimated Usage	Period #1 Unit Price	Period #2 Unit Price	Period #3 Unit Price	Period #4 Unit Price
1	Turbidity	423				
2	PH	431				
3	Aluminium	100				
4	Aluminium	100				
5	Alkalinity	473				
6	Hardness	446				
7	Colour	423				
8	Fluoride	423				
9	Lead	200				
10	Sodium	50				
11	Conductivity	114				
12	E Coli	1713				
13	Total Coli	1713				
14	HPC	1713				
15	Background	1000				
16	THM	100				
17	Nitrates, Nitrites	223				
Schedule 23						
18	Metals as: (ICP/MS or CCMS)	6				
19	Mercury	6				

Item	Parameter	Estimated Usage	Period #1 Unit Price	Period #2 Unit Price	Period #3 Unit Price	Period #4 Unit Price
	Schedule 24					
20	Volatiles	6				
21	PCB	10				
22	Acid Extractable	6				
23	Diaquat/Paraquat	10				
24	Glyphosate	6				
25	Herbicides Pesticides	10				
26	Benzo(a) Pyrene	10				
27	Susp Solids	748				
28	Total Solids	450				
29	Volatile Solids	350				
30	PH	500				
31	NO2, NO3	473				
32	Nonylphenois/Nonylphenol Ethoxylates	65				
33	TKN	345				
34	NH3 (as N)	358				
35	Total Phos	600				
36	BOD5	633				
37	Glycol	177				
38	Total Coli/E Coli	600				
39	Metals (Sludge)	40				
40	Mercury (Sludge)	40				
	GROUNDWATER (GW)/SURFACE WATER(SW)					
41	Dissolved Metals (GW)	671				
41.a	Total Metals (SW)	572				
42	VOC, F1-F4 (O.Reg. 153/04/CCME)	387				
43	BTEX, F1-F4 (O.Reg.153/04/CCME)	586				
44	F1-F4 (O.Reg.153/04/CCME)	422				
45	General Chemistry	859				
46	VOC's	542				
47	SVOC's	350				
48	PCB's	458				
49	Mercury	350				
50	Phenols	373				
	SOLIDS (SOILS/SEDIMENTS)					
51	Metals	1008				
52	Grainsize full	160				
53	VOC, F1-F4 (O.Reg. 153/04/CCME)	136				

Item	Parameter	Estimated Usage	Period #1 Unit Price	Period #2 Unit Price	Period #3 Unit Price	Period #4 Unit Price
54	BTEX, F1-F4 (O.Reg.153/04/CCME)	258				
55	General Chemistry	145				
56	VOC's	655				
57	SVOC's	100				
58	BTEX	100				
59	Mercury	274				
60	pH	100				
61	Glycol	100				
62	PCB's	112				
63	F1-F4 (O.Reg.153/04/CCME)	135				
64	Phenols	100				
ADDITIONAL TESTS REQUESTED BY DND						
65	Trihalomethanes (THMs)	30				
66	Perchlorate in Water	181				
67	ANIONS in Water	83				
68	NO2/NO3 (SW)	173				
69	Dissolved Hexavalent Chromium in Water	120				
70	Chromium +6 - low level	150				
71	Lab Filtered and Preserved	180				
72	Dissolved Mercury in Water by CVAAS (Low) (GW)	306				
73	Total Mercury in Water by CVAAS (Low) (SW)	140				
74	SAR (soil)	100				
75	Energetics (waters)	292				
76	Haloacetic Acids (water)	100				
77	Oil and Grease, Total	188				
78	Total Phosphorous, Dissolved, Low Level	114				
79	Phosphorus, Total, Low Level	114				
80	Polyaromatic Hydrocarbons CCME FAL	297				
81	Asbestos	80				
82	VOC, F1 (O.Reg. 153/04)	56				
83	Total Organic Carbon (Soil)	324				
84	Polyaromatic Hydrocarbons (soil)	351				
85	Chlorate/Chlorite (water)	50				
86	Polyaromatic Hydrocarbons (water)	160				



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**PRICING BASIS 'B':**

Parameter	Period #1 Percent	Period #2 Percent	Period #3 Percent	Period #3 Percent
Costs for all other testing services required, that are not indicated in Pricing Basis "A", will be in accordance with the Supplier's Published Price List <b>LESS THE PERCENTAGE DISCOUNT NOTED FOR EACH PERIOD.</b> Estimated Yearly Usage: \$25,000.00				

The Contractor must provide a copy of their Published Price List to Canada for Year 1 within 10 days of being awarded a Standing Offer and annually on the anniversary of the award of the Standing Offer for Years 2, 3, and 4.

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## ANNEX "C" - GENERAL CONDITIONS 2015B

### Professional services (medium complexity) – Canadian Collaborative Procurement Initiative – Authorized User

#### Remarks – Recommended Use of SACC Item

Use the following general conditions for medium complexity competitive or non-competitive requirements for professional services (i.e. training, financial, consulting, non-consulting, translation, air charter services, etc.) under a Canadian Collaborative Procurement Initiative Standing Offer or Supply Arrangement.

#### Legal text for SACC item

- 01 Interpretation
- 02 Standard clauses and conditions
- 03 Powers of the Authorized User
- 04 Status of the Contractor
- 05 Conduct of the Work
- 06 Subcontracts
- 07 Time of the essence
- 08 Excusable delay
- 09 Inspection and acceptance of the Work
- 10 Invoice submission
- 11 Taxes
- 12 Transportation costs
- 13 Transportation carriers' liability
- 14 Payment period
- 15 Interest on overdue accounts
- 16 Audit
- 17 Compliance with applicable laws
- 18 Confidentiality
- 19 Copyright
- 20 Government Property
- 21 Amendment
- 22 Assignment
- 23 Suspension of the Work
- 24 Default by the Contractor
- 25 Termination for convenience
- 26 Right of set-off
- 27 Conflict of Interest and Values and Ethics Codes for the Public Service
- 28 No bribe or conflict
- 29 Contingency fees
- 30 International sanctions
- 31 Integrity provisions—contract
- 32 Harassment in the workplace
- 33 Entire agreement
- 34 Access to information
- 35 Code of Conduct for Procurement—contract

#### 2015B 01 (PILOT PROGRAM) Interpretation

In the Contract, unless the context otherwise requires:

"Applicable Taxes"

means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by the Authorized User such as, the Quebec Sales Tax (QST) as of April 1, 2013;

**"Articles of Agreement"**

means the clauses and conditions incorporated in full text or incorporated by reference from the Standard Acquisition Clauses and Conditions Manual to form the body of the Contract; it does not include these general conditions, any supplemental general conditions, annexes, the Contractor's bid or any other document;

**"Authorized User"**

means a Federal Identified User or Provincial or Territorial Identified User, as specified in the Standing Offer, authorized to make call-ups against a Standing Offer.

**"Authorized User Property"**

means anything supplied to the Contractor by or on behalf of the Authorized User for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by the Authorized User under the Contract;

**"Canada", "Crown", "Her Majesty" or "the Government"**

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

**"Contract"**

means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

**"Contracting Authority"**

means the person designated by that title in the Contract, or by notice to the Contractor, to act as the Authorized User's representative to manage the Contract;

**"Contractor"**

means the person, entity or entities named in the Contract to supply goods, services or both to the Authorized User;

**"Contract Price"**

means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

**"Cost"**

means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

**"Federal Identified User"**

means any Federal Government Department, agency or Crown corporation listed in Schedules I, I.1, II, III, of the Financial Administration Act, R.S., 1985, c. F-11;

*Or*

means any federal government department, agency or Crown corporation listed in the Request for Standing Offer.

**"Party"**

means the Authorized User, the Contractor, or any other signatory to the Contract and  
"Parties" means all of them;

**"Provincial or Territorial Identified User"**

means any Canadian province or territory including, as applicable, Municipal, Academic Institutions, Schools and Hospitals (MASH Sector), to whom the Minister of Public Works and Government Services can provide access to its procurement services and instruments. The MASH Sector can include regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, which are identified in the Contract;

**"Total Estimated Cost", "Revised Estimated Cost", "Increase (Decrease)"**

on page 1 of the Contract or Contract Amendment means an amount used for internal administrative purposes only that comprises the Contract Price, or the revised Contract Price, or the amount that would increase or decrease the Contract Price and the Applicable Taxes as evaluated by the Contracting Authority, and does not constitute tax advice on the part of the Authorized User;

**"Work"**

means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

**2015B 02 (PILOT PROGRAM) Standard clauses and conditions**

Pursuant to the Department of Public Works and Government Services Act, S.C. 1996, c. 16, the clauses and conditions identified by number, date and title in the Contract are incorporated by reference and form part of the Contract as though expressly set out in the Contract.

**2015B 03 (PILOT PROGRAM) Powers of the Authorized User**

All rights, remedies, powers and discretions granted or acquired by the Authorized User under the Contract or by law are cumulative, not exclusive.

**2015B 04 (PILOT PROGRAM) Status of the Contractor**

The Contractor is an independent contractor engaged by the Authorized User to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Authorized User and the other Party or Parties. The Contractor must not represent itself as an agent or representative of the Authorized User to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Authorized User. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

**2015B 05 (PILOT PROGRAM) Conduct of the Work**

1. The Contractor represents and warrants that:

- a. it is competent to perform the Work;
- b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
- c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

2. The Contractor must:

- a. perform the Work diligently and efficiently;
- b. except for Government Property, supply everything necessary to perform the Work;
- c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
- d. select and employ a sufficient number of qualified people;

- e. perform the Work in accordance with standards of quality acceptable to the Authorized User and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
3. The Work must not be performed by any person who, in the opinion of the Authorized User, is incompetent, unsuitable or has conducted himself/herself improperly.

#### 2015B 06 (PILOT PROGRAM) Subcontracts

1. The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. In any other instance, the Contractor must obtain the prior consent in writing of the Contracting Authority. The Contracting Authority may require the Contractor to provide such particulars of the proposed subcontract as he considers necessary.
2. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon the Authorized User to a subcontractor.
3. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority requires or agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor for procurements involving Federal Identified Users.

#### 2015B 07 (PILOT PROGRAM) Time of the essence

It is essential that the Work be performed within or at the time stated in the Contract.

#### 2015B 08 (PILOT PROGRAM) Excusable delay

1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
  - a. is beyond the reasonable control of the Contractor;
  - b. could not reasonably have been foreseen;
  - c. could not reasonably have been prevented by means reasonably available to the Contractor; and
  - d. occurred without the fault or neglect of the Contractor,will be considered an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
2. Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
3. However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.
4. Unless the Authorized User has caused the delay by failing to meet an obligation under the Contract, the Authorized User will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

#### 2015B 09 (PILOT PROGRAM) Inspection and acceptance of the Work

All the Work is subject to inspection and acceptance by the Authorized User. Inspection and acceptance of the Work by the Authorized User do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The Authorized User will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

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**2015B 10 (PILOT PROGRAM) Invoice submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number(CRN), Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and
  - e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

**2015B 11 (PILOT PROGRAM) Taxes**

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by the Authorized User as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use the Authorized User's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Canada Revenue Agency  
Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, the Authorized User must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

**2015B 12 (PILOT PROGRAM) Transportation costs**

If transportation costs are payable by the Authorized User under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

**2015B 13 (PILOT PROGRAM) Transportation carriers' liability**

The Federal Identified User's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government (determined by the FOB point or Incoterms). Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

Provincial or Territorial Identified Users will specify the insurance requirement at the time before contract award.

**2015B 14 (PILOT PROGRAM) Payment period**

1. The Authorized User's standard payment period is 30 days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with the section 15.

2. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Authorized User will notify the Contractor within 15 days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Authorized User to notify the Contractor within 15 days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

**2015B 15 (PILOT PROGRAM) Interest on overdue accounts**

1. For the purpose of this section:

"Average Rate"

means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate"

means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association (Payments Canada);

"date of payment"

means, for Federal Identified Users, the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;

means, for a Provincial or Territorial Identified User, the date of the negotiable instrument drawn by the appropriate authorities of the province or territory to pay any amount under the Contract;

an amount becomes "overdue"

when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

2. The Authorized User will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to the Authorized User for interest to be payable.

3. The Authorized User will pay interest in accordance with this section only if the Authorized User is responsible for the delay in paying the Contractor. The Authorized User will not pay interest on overdue advance payments.

**2015B 16 (PILOT PROGRAM) Audit**

The amount claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six years after it receives the final payment under the Contract.

**2015B 17 (PILOT PROGRAM) Compliance with applicable laws**

1. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to the Authorized User at such times as the Authorized User may reasonably request.



2. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Authorized User.

#### 2015B 18 (PILOT PROGRAM) Confidentiality

1. The Contractor must keep confidential all information provided to the Contractor by or on behalf of the Authorized User in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of the Authorized User must be used solely for the purpose of the Contract and remains the property of the Authorized User.

2. Subject to the Access to Information Act, R.S.C. 1985, c. A-1, and to any right of Canada under the Contract to release or disclose, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor.

Subject to Provincial or Territorial Identified User's access to information and privacy legislation and policy, and to any right of the Provincial or Territorial Identified User under the Contract to release or disclose, the Provincial or Territorial Identified User must not release or disclose outside the organization any information delivered to the Provincial or Territorial Identified User under the Contract that is proprietary to the Contractor or a subcontractor.

3. The obligations of the Parties set out in this section do not apply to any information where the same information:

- a. is publicly available from a source other than the other Party; or
- b. is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information, or
- c. is developed by a Party without use of the information of the other Party.

#### 2015B 19 (PILOT PROGRAM) Copyright

1. Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).

2. At the request of the Contracting Authority, the Contractor must provide to the Authorized User, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

#### 2015B 20 (PILOT PROGRAM) Authorized User Property

The Contractor must take reasonable and proper care of all Authorized User Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

#### 2015B 21 (PILOT PROGRAM) Amendment

To be effective, any amendment to the Contract must be done in writing by the Contracting Authority and the authorized representative of the Contractor.

#### 2015B 22 (PILOT PROGRAM) Assignment

1. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

2. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon the Authorized User.

#### 2015B 23 (PILOT PROGRAM) Suspension of the Work



The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

**2015B 24 (PILOT PROGRAM) Default by the Contractor**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If the Authorized User gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Authorized User for all losses and damages suffered by the Authorized User because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Authorized User in procuring the Work from another source. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

**2015B 25 (PILOT PROGRAM) Termination for convenience**

1. At any time before the completion of the Work, the Contracting Authority may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice.
2. If a termination notice is given pursuant to subsection 1, the Contractor will be entitled to be paid, for costs that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by the Authorized User. The Contractor agrees that it will only be paid the following amounts:
  - a. on the basis of the Contract Price, for any part of the Work completed that is inspected and accepted in accordance with the Contract, whether completed before, or after the termination in accordance with the instructions contained in the termination notice;
  - b. the Cost incurred by the Contractor plus a fair and reasonable profit thereon as determined by the Authorized User in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts, for any part of the Work commenced, but not completed, prior to the date of the termination notice. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and
  - c. all costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.
3. The Authorized User may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.
4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by the Authorized User under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to the Authorized User the portion of any advance payment that is unliquidated at the date of the termination.

**2015B 26 (PILOT PROGRAM) Right of set-off**

Without restricting any right of set-off given by law, the Authorized User may set-off against any amount payable to the Contractor under the Contract, any amount payable to the Authorized User by the Contractor under the Contract or under any other current contract. The Authorized User may, when making a payment pursuant to the Contract, deduct from the amount payable to the Contractor any such amount payable to the Authorized User by the Contractor which, by virtue of the right of set-off, may be retained by the Authorized User.

2015B 27 (PILOT PROGRAM) Conflict of Interest and Values and Ethics Codes for the Public Service Federal Identified Users: The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of interest Act, 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

2015B 28 (PILOT PROGRAM) No bribe or conflict

1. The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the Authorized User or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
2. The Contractor must not influence, seek to influence or otherwise take part in a decision of the Authorized User knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to the Contracting Authority.
3. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to the Contracting Authority in writing.
4. If the Contracting Authority is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to the Contracting Authority's attention, the Contracting Authority may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently.

2015B 29 (PILOT PROGRAM) Contingency fees

The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, 1985, c. 44 (4th Supplement). Where Provincial or Territorial Identified Users have their own lobbying acts, those shall apply.

2015B 30 (PILOT PROGRAM) International sanctions

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Authorized User cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
2. The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise the Authorized User if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or

service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of the Authorized User in accordance with section 25.

**2015B 31 (PILOT PROGRAM) Integrity provisions—contract**

For Federal Identified users, the Ineligibility and Suspension Policy (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of, the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at Ineligibility and Suspension Policy.

**2015B 32 (PILOT PROGRAM) Harassment in the workplace**

1. The Contractor acknowledges the responsibility of the Authorized User to ensure, for its employees, a healthy work environment, free of harassment. A copy of the Policy on Harassment Prevention and Resolution, which is also applicable to the Contractor, is available on the Treasury Board Web site.

2. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with the Authorized User. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

**2015B 33 (PILOT PROGRAM) Entire agreement**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

**2015B 34 (PILOT PROGRAM) Access to information**

Records created by the Contractor, and under the control of the Authorized User, are subject to federal or provincial or territorial access to information and privacy laws as applicable. The Contractor acknowledges the responsibilities of the Authorized User under such applicable legislation and must, to the extent possible, assist the Authorized User in discharging these responsibilities.

**2015B 35 (PILOT PROGRAM) Code of Conduct for Procurement—contract**

The Contractor agrees to comply with the [Code of Conduct for Procurement](#) and to be bound by its terms for the period of the Contract. For Provincial or Territorial Identified Users, the Contractor agrees to comply with the applicable code and to be bound by its terms for the period of the Contract.

Date modified:

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## **ANNEX "D" - INSURANCE REQUIREMENTS**

### **1. Commercial General Liability Insurance**

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

- n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

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

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

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

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

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

**2. Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

3. The following endorsement must be included:

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

### Annex "E" - Standing Offers Reporting Requirements

Send to the Standing Offer authority named herein.

Use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which the data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The Department with whom the standing offer was arranged;
- The start date and end date for the standing offer; and
- The total spend to date, by government department.

Standing Offer Title		Standing Offer #	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)	
Department Requesting	Order Number	Work Description (Item # ,Quantity)	Date of Order	Date of Delivery	Value of Order (not including HST)

Solicitation No. - N° de l'invitation  
E6TOR-20RM05/A  
Client Ref. No. - N° de réf. du client  
E6TOR-20-RM05

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54112

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

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

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

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