

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

Bid Receiving/Réception des soumissions

Procurement Hub | Centre  
d'approvisionnement  
Fisheries and Oceans Canada | Pêches et  
Océans Canada  
301 Bishop Drive | 301 promenade Bishop  
Fredericton, NB, E3C 2M6

**Email / Courriel :** [DFOtenders-  
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

|  |  |   |
|--|--|---|
| <b>Title / Titre</b><br>Environmental services related to the<br>management of contaminated sites in<br>Quebec   |  | <b>Date</b><br>October 20, 2021                     |
| <b>Solicitation No. / N° de l'invitation</b><br>30000366A  |  |   |
| <b>Client Reference No. / No. de référence du client(e)</b><br>30000366A   |  |   |
| <b>Solicitation Closes / L'invitation prend fin</b><br><b>At / à :</b> 14 :00 ADT (Atlantic Daylight Time) / HAA (Heure Avancée de<br>l'Atlantique)<br><b>On / le :</b> November 17, 2021  |  |   |
| <b>F.O.B. / F.A.B.</b><br>Destination  | <b>Taxes</b><br>See herein — Voir<br>ci-inclus   | <b>Duty / Droits</b><br>See herein — Voir ci-inclus |
| <b>Destination of Goods and Services / Destinations des biens et<br/>services</b><br>See herein — Voir ci-inclus   |  |   |
| <b>Instructions</b><br>See herein — Voir ci-inclus   |  |   |
| <b>Address Inquiries to : /<br/>Adresser toute demande de renseignements à :</b><br>Denise Chessie – Contracting Specialist<br><b>Email / Courriel:</b> <a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a> |  |   |
| <b>Delivery Required / Livraison<br/>exigée</b><br>See herein — Voir en ceci   | <b>Delivery Offered / Livraison<br/>proposée</b> |   |
| <b>Vendor Name, Address and Representative / Nom du vendeur,<br/>adresse et représentant du fournisseur/de l'entrepreneur</b>  |  |   |
| <b>Telephone No. / No. de<br/>téléphone</b>  | <b>Facsimile No. / No. de télécopieur</b>        |   |
| <b>Name and title of person authorized to sign on behalf of Vendor<br/>(type or print) / Nom et titre de la personne autorisée à signer au<br/>nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>   |  |   |
| <b>Signature</b>   | <b>Date</b>                                      |   |

---

## TABLE OF CONTENTS

|   |           |
|---|-----------|
| <b>PART 1 - GENERAL INFORMATION .....</b>   | <b>4</b>  |
| 1.1 INTRODUCTION .....  | 4         |
| 1.2 SUMMARY .....   | 4         |
| 1.3 DEBRIEFINGS.....  | 5         |
| 1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS).....                                       | 5         |
| <b>PART 2 - OFFEROR INSTRUCTIONS .....</b>  | <b>6</b>  |
| 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....  | 6         |
| 2.2 SUBMISSION OF OFFERS .....  | 6         |
| 2.3 FORMER PUBLIC SERVANT .....   | 6         |
| 2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS.....  | 8         |
| 2.5 APPLICABLE LAWS.....  | 8         |
| 2.6 BID CHALLENGE AND RECOURSE MECHANISMS .....   | 8         |
| 2.7 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY.....  | 8         |
| 2.8 ACCESS TO FACILITIES AND EQUIPMENT .....  | 8         |
| <b>PART 3 - OFFER PREPARATION INSTRUCTIONS.....</b>   | <b>10</b> |
| 3.1 OFFER PREPARATION INSTRUCTIONS.....   | 10        |
| <b>ANNEX "1" TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS .....</b>                                       | <b>11</b> |
| <b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>                                      | <b>12</b> |
| 4.1 EVALUATION PROCEDURES .....   | 12        |
| 4.2 BASIS OF SELECTION.....   | 13        |
| <b>ANNEX "1" 1 TO PART 4 - EVALUATION CRITERIA .....</b>  | <b>15</b> |
| <b>ANNEX "2" TO PART 4 - FINANCIAL PROPOSAL .....</b>   | <b>15</b> |
| <b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>   | <b>29</b> |
| 5.1 CERTIFICATIONS REQUIRED WITH THE OFFER.....   | 29        |
| 5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION.....        | 29        |
| <b>ANNEX "1" TO PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -<br/>CERTIFICATION.....</b> | <b>31</b> |
| <b>PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS .....</b>                                    | <b>32</b> |
| 6.1 SECURITY REQUIREMENTS .....   | 32        |
| 6.2 INSURANCE REQUIREMENTS.....   | 32        |
| <b>PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>                                     | <b>33</b> |
| <b>A. STANDING OFFER .....</b>  | <b>33</b> |
| 7.1 OFFER .....   | 33        |
| 7.2 SECURITY REQUIREMENTS .....   | 33        |
| 7.3 STANDARD CLAUSES AND CONDITIONS .....   | 33        |
| 7.4 TERM OF STANDING OFFER.....   | 33        |
| 7.5 AUTHORITIES .....   | 34        |
| 7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....                                  | 35        |
| 7.7 IDENTIFIED USERS .....  | 35        |
| 7.8 CALL-UP PROCEDURES .....  | 35        |
| 7.9 CALL-UP INSTRUMENT .....  | 35        |
| 7.10 LIMITATION OF CALL-UPS.....  | 35        |
| 7.11 FINANCIAL LIMITATION .....   | 35        |

---

|                  |  |           |
|------------------|--|-----------|
| 7.12             | PRIORITY OF DOCUMENTS.....   | 36        |
| 7.13             | CERTIFICATIONS AND ADDITIONAL INFORMATION .....                    | 36        |
| 7.14             | APPLICABLE LAWS.....   | 36        |
| 7.15             | TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS).....                 | 37        |
| <b>B.</b>        | <b>RESULTING CONTRACT CLAUSES .....</b>                            | <b>38</b> |
| 7.1              | STATEMENT OF WORK.....   | 38        |
| 7.2              | STANDARD CLAUSES AND CONDITIONS.....                               | 38        |
| 7.3              | TERM OF CONTRACT .....   | 38        |
| 7.4              | PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS..... | 38        |
| 7.5              | PAYMENT .....  | 38        |
| 7.6              | INVOICING INSTRUCTIONS.....  | 40        |
| 7.7              | INSURANCE .....  | 40        |
| 7.8              | DISPUTE RESOLUTION.....  | 40        |
| <b>ANNEX "A"</b> | <b>.....</b>   | <b>42</b> |
|                  | STATEMENT OF WORK .....  | 42        |
| <b>ANNEX "B"</b> | <b>.....</b>   | <b>56</b> |
|                  | BASIS OF PAYMENT.....  | 56        |
| <b>ANNEX "C"</b> | <b>.....</b>   | <b>61</b> |
|                  | SECURITY REQUIREMENTS CHECK LIST .....                             | 61        |
| <b>ANNEX "D"</b> | <b>.....</b>   | <b>64</b> |
|                  | STANDING OFFER REPORT .....  | 64        |
| <b>ANNEX "E"</b> | <b>.....</b>   | <b>65</b> |
|                  | INSURANCE REQUIREMENTS.....  | 65        |

---

## Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 30000366 dated October 13, 2021 with a closing of November 9, 2021 at 14:00 ADT. A debriefing or feedback session can be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

#### 1.2 Summary

- 1.2.1 The Department of Fisheries and Oceans (Department), in this case the Compliance Division the Environment, wishes to have a standing offer established with firms in environment for the purpose of carrying out various projects specializing in contaminated sites referred to in this document.

The professional services covered by the Standing offer will be provided on behalf of the Department in the territory of the province of Quebec. Some sites are only accessible by helicopter or by boat.

---

It is Department's intention to authorize up to three (3) Standing Offers, each will be from date of issuance until December 1, 2022 with the option to extend for three (3) additional one (1) year periods. The total dollar value of all Standing Offers is estimated to be \$1,500,000.00 (Applicable Taxes included) annually. Individual call-ups will vary, up to a maximum of \$500,000.00 (Applicable Taxes included), with an average call up value of \$150,000.00 (Applicable Taxes included). Proponents should note that there is no guarantee that the full or any amount of the Standing Offers will be called-up; Department will issue call-ups only when the specific services to be provided under the Standing Offer are needed.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Ukraine Free Trade Agreement (CUFTA), and the Canadian Free Trade Agreement (CFTA).

### **1.3 Debriefings**

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

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

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

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006 \(2020-05-28\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 120 days

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to PWGSC will not be accepted.

### 2.3 Former Public Servant

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

#### **Definitions**

For the purposes of this clause,

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

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

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

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

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

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Offeror must provide the following information:

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

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 2.4 Enquiries - Request for Standing Offers

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

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

## 2.5 Applicable Laws

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the offerors.

## 2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

## 2.7 Basis for Canada's Ownership of Intellectual Property

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

- Where statutes, regulations or prior obligations of the Crown to a third party or parties preclude Contractor ownership of the Foreground IP.



---

## **2.8 Access to Facilities and Equipment**

Canada's facilities, equipment, documentation and personnel are not automatically at the disposal of the Contractor. If access to government premises, computer systems (micro computer network), working space, telephones, terminals, documentation and personnel for consultation is required by the Contractor to perform the Work, the Contractor must advise the Contracting Authority of the need for such access in a timely fashion. If the Contractor's request for access is approved by Canada and arrangements are made to provide access to the Contractor, the Contractor, its subcontractors, agents and employees must comply with all the conditions applicable at the Work site. The Contractor must further ensure that the facilities and equipment are used solely for the performance of the Contract.

---

## **PART 3 - OFFER PREPARATION INSTRUCTIONS**

### **3.1 Offer Preparation Instructions**

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 soft copy in PDF Format);

Section II: Financial Offer (1 soft copy in PDF Format);

Section III: Certifications (1 soft copy in PDF Format);

**The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.**

**For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.**

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

Prices should 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 Annex "2" to Part 4.

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

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" of Part 3 - Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" to Part 3, 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**

[C3010T](#) (2014-11-27), Exchange Rate Fluctuation – Risk Mitigation

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

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

**ANNEX "1" 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):

- Acquisition Card;
- Direct Deposit (Domestic and International);

## **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 Joint Venture Experience**

1. Where the Bidder is a joint venture with existing experience as that joint venture, it may submit the experience that it has obtained as that joint venture.

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

2. A joint venture bidder may rely on the experience of one of its members to meet any given technical criterion of this bid solicitation.

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

3. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. However, a joint venture member can pool its individual experience with the experience of the joint venture itself. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. If the Bidder has not identified which joint venture member satisfies the requirement, the Contracting Authority will provide an opportunity to the Bidder to submit this information during the evaluation period. If the Bidder does not submit this information within the period set by the Contracting Authority, its bid will be declared non-responsive.

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

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

- Contracts signed by B and contracts signed by A and B in joint venture.
- that show in total 100 billable days.

#### 4.1.1.2 Mandatory Technical Criteria

Refer to Annex "1" to Part 4

#### 4.1.1.3 Point Rated Technical Criteria

Refer to Annex "1" to Part 4

### 4.1.2 Financial Evaluation

Refer to Annex "2" to Part 4

#### 4.1.2.1 - Offer

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

## 4.2 Basis of Selection

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

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 113 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of **points available** multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Solicitation No. - N° de l'invitation  
30000366A  
Client Ref. No. - N° de réf. du client  
30000366A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
450000XXXX

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

| <b>Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)</b> |                             |                            |                            |
|---|-----------------------------|----------------------------|----------------------------|
|   | <b>Bidder</b>               |                            |                            |
|   | <b>Bidder 1</b>             | <b>Bidder 2</b>            | <b>Bidder 3</b>            |
| <b>Overall Technical Score</b>  | 115/135                     | 89/135                     | 92/135                     |
| <b>Bid Evaluated Price</b>  | \$55,000.00                 | \$50,000.00                | \$45,000.00                |
| <b>Calculations</b>   |                             |                            |                            |
| <b>Technical Merit Score</b>  | $115/135 \times 80 = 68.15$ | $89/135 \times 80 = 52.74$ | $92/135 \times 80 = 54.52$ |
| <b>Pricing Score</b>  | $45/55 \times 20 = 16.36$   | $45/50 \times 20 = 18.00$  | $45/45 \times 20 = 20.00$  |
| <b>Combined Rating</b>  | 84.51                       | 70.74                      | 74.52                      |
| <b>Overall Rating</b>   | <b>1st</b>                  | <b>3rd</b>                 | <b>2nd</b>                 |

**ANNEX "1" TO PART 4****EVALUATION CRITERIA****Mandatory Requirements**

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' Proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

The Bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

The Bidder must meet all mandatory criteria listed. Any bid not meeting any one of the mandatory criteria below will be deemed non-compliant and will not be given further consideration.

It is mandatory that the following information be provided by the Bidder:

|           | <b>Mandatory criteria</b>   | <b>Does it meet the requirements? Yes/No</b> | <b>Reference to the proposal</b> |
|-----------|---|--|----------------------------------|
| <b>O1</b> | <p>The Bidder must hold a Designated Organization Verification (DOV) issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada.</p> <p>The bidder must include a copy of the DVO with its bid.</p>   |  |                                  |
| <b>O2</b> | <p>The Bidder must provide a description of the structure of the Firm's Team, including the responsibilities and reporting relationships of the Proposer and sub-consultants. If the Proposer proposes to provide multi-disciplinary services that might otherwise be performed by a sub-consultant, this should be indicated here.</p> <p>Include in your structure biologist, hydrogeologist, industrial hygienist, other specialists who can carry out the mandates.</p> |  |                                  |

### Point-Rated Requirements

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

The Bidder MUST achieve a minimum score of 70 points overall of the Point- Rated Criteria. Any bid which fails to meet the minimum required score on the Point-Rated Criteria will be deemed noncompliant and given no further consideration.

Bids which fail to obtain the required minimum number of points specified will be declared nonresponsive. Each point rated technical criterion should be addressed separately.

| The firm's team |  | Evaluation grid   | Minimum number of points required / maximum number of points | Reference to the proposal |
|-----------------|--|---|--|---------------------------|
| <b>C1</b>       | <b>Experience and Qualification</b>  |   |  |                           |
| <b>C1.1</b>     | <b>Project No. 1 - Remediation of remote contaminated sites</b><br>The bidder's proposed team should have recent experience (within the last five (5) years) of the RFP closing date, relevant to this project in terms of functional requirements, size, scale, scope (over \$40,000) and complexity.   | - 2 points for each criterion listed up to a maximum of 10 points | <b>6/10</b>  |                           |
| <b>C1.2</b>     | <b>Project No. 2 - Conducting a preliminary (Phase II) and complementary (Phase III) environmental characterization in a remote environment</b><br>The bidder's proposed team should have recent experience (within the last five (5) years) of the RFP closing date, relevant to this project in terms of functional requirements, size, scale, scope (over \$40,000) and complexity. | - 2 points for each criterion listed up to a maximum of 10 points | <b>6/10</b>  |                           |
| <b>C1.3</b>     | <b>Project No. 3 - Sediment Characterization</b> The bidder's proposed team should have recent experience (within the last five (5) years) of the RFP closing date, relevant to this project in terms of functional requirements, size, scale, scope (over \$40,000) and complexity.   | - 2 points for each criterion listed up to a maximum of 10 points | <b>6/10</b>  |                           |
| <b>C1 Total</b> |  | <b>Maximum of 30 points</b>                                       | <b>18/30</b>   | <b>__/30</b>              |



| Key personnel |   | Evaluation grid  | Minimum number of points required / maximum number of points | Reference to the proposal |
|---------------|---|--|--|---------------------------|
| <b>C2</b>     | <b>Experience and Qualifications</b>  |  |  |                           |
| <b>C2.1</b>   | <p><b>Project Manager</b><br/>The Bidder's proposed resource must have a minimum of fifteen (15) years of experience in brownfields project management within the last twenty (20) years from the date of the RFP closing.</p> <p>The bidder shall provide a curriculum vitae (CV) that includes:</p> <ul style="list-style-type: none"> <li>- Brief description of the role for the projects presented in the CV</li> <li>- The professional designation</li> <li>- Education and total years of experience</li> <li>- Experience relevant to the CB</li> </ul>      | - 3 points for 15 years of experience and 1 point more for more than 15 years                                    | <b>3/4</b>   |                           |
| <b>C2.2</b>   | <p><b>Senior Project Manager</b><br/>The Bidder's proposed resource must have a minimum of ten (10) years of experience in brownfields project management within the last thirteen (13) years from the date of the RFP closing.</p> <p>The bidder shall provide a curriculum vitae (CV) that includes:</p> <ul style="list-style-type: none"> <li>- Brief description of the role for the projects presented in the CV</li> <li>- The professional designation</li> <li>- Education and total years of experience</li> <li>- Experience relevant to the CB</li> </ul> | - 5 points for 10 years of experience<br>- 1 point for each subsequent year up to a maximum of 7 points in total | <b>5/7</b>   |                           |
| <b>C2.3</b>   | <p><b>Intermediate Technicians No. 1</b><br/>The Bidder's proposed resource must have a minimum of seven (7) years of technical experience on brownfield projects within the last ten (10) years of the RFP closing date.</p>   | - 5 points for 7 years of experience<br>- 1 point for each subsequent year up to a maximum of 7 points in total  | <b>5/7</b>   |                           |

|                 |  |   |              |               |
|-----------------|--|---|--------------|---------------|
|                 | <p>The bidder shall provide a curriculum vitae (CV) that includes:</p> <ul style="list-style-type: none"> <li>- Brief description of the role for the projects presented in the CV</li> <li>- The professional designation</li> <li>- Education and total years of experience</li> <li>- Experience relevant to the CB</li> </ul>  |   |              |               |
| <b>C2.4</b>     | <p><b>Intermediate Technicians No. 2</b></p> <p>The Bidder's proposed resource must have a minimum of seven (7) years of technical experience on brownfield projects within the last ten (10) years of the RFP closing date.</p> <p>The bidder shall provide a curriculum vitae (CV) that includes:</p> <ul style="list-style-type: none"> <li>- Brief description of the role for the projects presented in the CV</li> <li>- The professional designation</li> <li>- Education and total years of experience</li> <li>- Experience relevant to the CB</li> </ul> | <ul style="list-style-type: none"> <li>- 5 points for 7 years of experience</li> <li>- 1 point for each subsequent year up to a maximum of 7 points in total</li> </ul> | <b>5/7</b>   |               |
| <b>C2 Total</b> |  | <b>Maximum of 25 points</b>   | <b>18/25</b> | <b>___/25</b> |

| The firm's team |  | Evaluation grid   | Minimum number of points required / maximum number of points | Reference to the proposal |
|-----------------|--|---|--|---------------------------|
| <b>C3</b>       | <b>Management skills</b>   |   |  |                           |
| <b>C3.1</b>     | <p>Explain what you would do if the results of the some analysis corresponding to your samples in your analytical program, including those of quality assurance or quality control, give discrepant information or demonstrate anomalies. Explain how you would interpret, conclude and/or recommend based on the results:</p> | <ul style="list-style-type: none"> <li>- The company must be able to identify the potential causes of these anomalies or discrepancies (2 pts)</li> <li>- The company must be able to support its findings with facts and/or guides, best practices and other technical/scientific</li> </ul> | <b>6/8</b>   |                           |

|             |  |   |             |  |
|-------------|--|---|-------------|--|
|             | <p>- Within the framework of a water characterization</p> <p><b>An example can be used to present your approach.</b></p>   | <p>documents (2 pts)</p> <p>- The company must be able to make an appropriate interpretation of these anomalies and discrepancies (2 pts)</p> <p>- The company must make appropriate recommendations and/or conclusions based on the data collected (2 pts)</p>   |             |  |
| <b>C3.2</b> | <p>Explain what you would do if the results of the some analysis corresponding to your samples in your analytical program, including those of quality assurance or quality control, give discrepant information or demonstrate anomalies. Explain how you would interpret, conclude and/or recommend based on the results:</p> <p>- Within the framework of a soil characterization</p> <p><b>An example can be used to present your approach.</b></p> | <p>- The company must be able to identify the potential causes of these anomalies or discrepancies (2 pts)</p> <p>- The company must be able to support its findings with facts and/or guides, best practices and other technical/scientific documents (2 pts)</p> <p>- The company must be able to make an appropriate interpretation of these anomalies and discrepancies (2 pts)</p> <p>- The company must make appropriate recommendations and/or conclusions based on the data collected (2 pts)</p> | <b>6/10</b> |  |
| <b>C3.3</b> | <p>Describe a conceptual model for federal contaminated sites management. Explain the utility of this conceptual model</p>   | <p>- 2 pts: the company briefly describes what a conceptual model is but its description is incomplete</p> <p>- 4 pts: description is complete and includes some components, but some components are missing</p> <p>- 5 pts: the description is complete and all components are clearly identified</p> <p>(Note to graders: we are talking here not only about conceptual models used in risk analysis, but more</p>  | <b>6/10</b> |  |

|             |   |   |             |  |
|-------------|---|---|-------------|--|
|             |   | <p>about a conceptual model including the processes of contamination propagation and all the media involved).</p> <p><b>For the utility portion of the model :</b></p> <ul style="list-style-type: none"> <li>-2 pts: The company briefly explains some of the model's utilities, but its answer is incomplete and has significant gaps</li> <li>-4 pts : the company explains well the utility of a conceptual model but some elements are missing (i.e. incomplete answer)</li> <li>-5 pts: complete answer clearly demonstrating the usefulness of a conceptual model</li> </ul> <p>note to scorers: from characterization planning to site management (rehab or risk management).</p> |             |  |
| <b>C3.4</b> | Explain your approach to conducting a contaminated site management options analysis and explain in detail with examples and rationale(s) how you would ensure that the selected option is the best. | <ul style="list-style-type: none"> <li>-5 pts: Complete and clearly explained approach, the company identifies some factors to consider in its analysis, but some are missing.</li> <li>-8 pts: Complete and clearly explained approach, the company identifies all the factors to be considered in its analysis.</li> <li>-10 pts: Complete and clearly explained approach, clear justification supported by facts and concrete examples of its methodology to identify and according to which factors the selected option is the most realistic.</li> </ul>   | <b>5/10</b> |  |
| <b>C3.5</b> | Explain how you would determine what criteria/recommendations are applicable on federal property  | <ul style="list-style-type: none"> <li>-0 no description(s) provided</li> <li>-At the level of the grounds</li> </ul>   | <b>6/10</b> |  |

|                 |  |  |              |               |
|-----------------|--|--|--------------|---------------|
|                 | to assess whether contamination is present:  | (4 pts)<br>- At the level of the sediments (2 pts)<br>- At the surface water level (2 pts)<br>- Groundwater level (2 pts)  |              |               |
| <b>C3.6</b>     | You measure a concentration of chemical compounds as part of a soil characterization. How do you determine if this measurement is naturally occurring, due to an error in the laboratory chemical analysis or related to the presence of contamination?<br><br>A clear, accurate and complete response will receive full marks. The degree of accuracy and clarity will be considered in evaluating the answers. | - The company clearly explains its approach to analyzing the situation and the factors/elements it will consider in its analysis (5 pts total)<br><br>- The company makes appropriate interpretations and recommendations, clearly explaining the differences between each possibility (5 pts total) | <b>5/10</b>  |               |
| <b>C3 Total</b> |  | <b>Maximum of 58 points</b>  | <b>34/58</b> | <b>___/58</b> |

|                                    |                              |               |                |
|------------------------------------|------------------------------|---------------|----------------|
| <b>TOTAL OF TABLES C1 +C2 + C3</b> | <b>Maximum of 113 points</b> | <b>70/113</b> | <b>___/113</b> |
|------------------------------------|------------------------------|---------------|----------------|

**ANNEX "2" TO PART 4**

**FINANCIAL PROPOSAL**

**Financial Proposal Evaluation:**

Rates as offered per year will remain fixed during the course of the Standing Offer. Increases in hourly rates will not be permitted during that Standing Offer period.

With regards to the hours indicated below in column D, the level of effort is being based on a project of 120 hours. This is presented for evaluation purposes only during the tender process and does not constitute future commitments.

If no rates are proposed for Option Years 1, 2 or 3, the rates provided for the Initial Period will be used for the Option Period(s).

**INITIAL CONTRACT PERIOD:**

| <b>Initial Contract Period</b>   |                       |                               |  |   |
|--|-----------------------|-------------------------------|--|---|
| <b>(Date of award to December 1, 2022)</b>   |                       |                               |  |   |
| <b>Resource Title<br/>A</b>  | <b>Resource<br/>B</b> | <b>Firm Hourly Rate<br/>C</b> | <b>Estimated number of Hours<br/>D</b> | <b>Estimated Total Cost<br/>E = (C x D)</b> |
| Project Manager  | Name:                 | \$_____                       | 10hrs                                  | \$_____                                     |
| Senior Project Manager   | Name:                 | \$_____                       | 60hrs                                  | \$_____                                     |
| Intermediate Technician #1   | Name:                 | \$_____                       | 36hrs                                  | \$_____                                     |
| Intermediate Technician #2   | Name:                 | \$_____                       | 36hrs                                  | \$_____                                     |
| Designer   | Name:                 | \$_____                       | 5hrs                                   | \$_____                                     |
| Administrative staff   | Name:                 | \$_____                       | 5hrs                                   | \$_____                                     |
| Mobilization and Demobilization and Equipment and Machinery  |                       |                               |  |   |
| Offeror's markup on allowance for mobilization and demobilization and equipment and machinery (transportation, unspecified material, replacement parts and for equipment rentals for other than basic tools) (Estimated \$6,500.00 + 10% markup) |                       |                               |  | \$7,150.00                                  |
| Total Estimated Cost Initial Period (Excluding taxes)  |                       |                               |  | \$_____                                     |

**OPTION PERIODS:**

| <b>Option Period #1</b><br>(December 2, 2022 to December 1, 2023)   |                      |                              |                                       |  |
|---|----------------------|------------------------------|---------------------------------------|--|
| <b>Resource Title</b><br>A  | <b>Resource</b><br>B | <b>Firm Hourly Rate</b><br>C | <b>Estimated number of Hours</b><br>D | <b>Estimated Total Cost</b><br>E = (C x D) |
| Project Manager   | Name:                | \$ _____                     | 10hrs                                 | \$ _____                                   |
| Senior Project Manager  | Name:                | \$ _____                     | 60hrs                                 | \$ _____                                   |
| Intermediate Technician #1  | Name:                | \$ _____                     | 36hrs                                 | \$ _____                                   |
| Intermediate Technician #2  | Name:                | \$ _____                     | 36hrs                                 | \$ _____                                   |
| Designer  | Name:                | \$ _____                     | 5hrs                                  | \$ _____                                   |
| Administrative staff  | Name:                | \$ _____                     | 5hrs                                  | \$ _____                                   |
| Mobilization and Demobilization and Equipment and Machinery<br>Offeror's markup on allowance for mobilization and demobilization and equipment and machinery (transportation, unspecified material, replacement parts and for equipment rentals for other than basic tools) (Estimated \$6,500.00 + 10% markup) |                      |                              |                                       | \$7,150.00                                 |
| Total Estimated Cost Initial Period (Excluding taxes)   |                      |                              |                                       | \$ _____                                   |

| <b>Option Period #2<br/>(December 2, 2023 to December 1, 2024)</b>  |                       |                               |  |   |
|---|-----------------------|-------------------------------|--|---|
| <b>Resource Title<br/>A</b>   | <b>Resource<br/>B</b> | <b>Firm Hourly Rate<br/>C</b> | <b>Estimated number of Hours<br/>D</b> | <b>Estimated Total Cost<br/>E = (C x D)</b> |
| Project Manager   | Name:                 | \$ _____                      | 10hrs                                  | \$ _____                                    |
| Senior Project Manager  | Name:                 | \$ _____                      | 60hrs                                  | \$ _____                                    |
| Intermediate Technician #1  | Name:                 | \$ _____                      | 36hrs                                  | \$ _____                                    |
| Intermediate Technician #2  | Name:                 | \$ _____                      | 36hrs                                  | \$ _____                                    |
| Designer  | Name:                 | \$ _____                      | 5hrs                                   | \$ _____                                    |
| Administrative staff  | Name:                 | \$ _____                      | 5hrs                                   | \$ _____                                    |
| Mobilization and Demobilization and Equipment and Machinery<br>Offeror's markup on allowance for mobilization and demobilization and equipment and machinery (transportation, unspecified material, replacement parts and for equipment rentals for other than basic tools) (Estimated \$6,500.00 + 10% markup) |                       |                               |  | \$7,150.00                                  |
| Total Estimated Cost Initial Period (Excluding taxes)   |                       |                               |  | \$ _____                                    |



| <b>Option Period #3<br/>(December 2, 2024 to December 1, 2025)</b>  |                       |                               |  |   |
|---|-----------------------|-------------------------------|--|---|
| <b>Resource Title<br/>A</b>   | <b>Resource<br/>B</b> | <b>Firm Hourly Rate<br/>C</b> | <b>Estimated number of Hours<br/>D</b> | <b>Estimated Total Cost<br/>E = (C x D)</b> |
| Project Manager   | Name:                 | \$ _____                      | 10hrs                                  | \$ _____                                    |
| Senior Project Manager  | Name:                 | \$ _____                      | 60hrs                                  | \$ _____                                    |
| Intermediate Technician #1  | Name:                 | \$ _____                      | 36hrs                                  | \$ _____                                    |
| Intermediate Technician #2  | Name:                 | \$ _____                      | 36hrs                                  | \$ _____                                    |
| Designer  | Name:                 | \$ _____                      | 5hrs                                   | \$ _____                                    |
| Administrative staff  | Name:                 | \$ _____                      | 5hrs                                   | \$ _____                                    |
| Mobilization and Demobilization and Equipment and Machinery<br>Offeror's markup on allowance for mobilization and demobilization and equipment and machinery (transportation, unspecified material, replacement parts and for equipment rentals for other than basic tools) (Estimated \$6,500.00 + 10% markup) |                       |                               |  | \$7,150.00                                  |
| Total Estimated Cost Initial Period (Excluding taxes)   |                       |                               |  | \$ _____                                    |

Prices submitted for the Chemical Analyses must include all applicable fees (e.g., sample management fees).

Detection limits for soil sample testing must be less than or equal to the more stringent criteria in the Response Guide - Soil Protection and Contaminated Land Rehabilitation (MELCC) and applicable federal recommendations, with the exception of PAH analyses where a separate price is charged for the low limits of the CCME vs. those of the Response Guide.

Detection limits for sediment sample analyses must be less than or equal to the criteria for assessing sediment quality in Quebec and application frameworks: prevention, dredging and restoration (EC and MDDEP).

Detection limits for groundwater sample testing must be less than or equal to the most stringent criteria in the Response Guide (MELCC) and the Interim Federal Groundwater Quality Guidelines.

Detection limits for the testing of surface water samples must be less than or equal to the strictest surface water quality criteria (MELCC) and the Canadian Water Quality Guidelines: Protection of Aquatic Life (CCME).

The detection limits for leaching tests under MSY shall be less than or equal to the MSY standards and those for water leaching tests shall be less than or equal to the strictest surface water quality criteria (MELCC) and the Canadian water quality guidelines: protection of aquatic life (CCME).

The detection limits for the analysis of plant samples shall be less than or equal to the following values (mg/kg): As->1.5, Cd->0.03, Cr->0.3, Cu->0.5, Hg->0.005, Ni->0.05, Pb->0.08 et Zn->2.

| Chemical Analyses | Samples required                      | Unit Price per sample analyses | Unit Price per sample analyses | Unit Price per sample analyses | Unit Price per sample analyses | Unit Price per sample analyses |
|-------------------|---------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
|                   |                                       | Initial Period                 | Option year #1                 | Option Year #2                 | Option Year #3                 | Option Year #4                 |
| Soil              | 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                   | Mercury                               | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                   | Petroleum hydrocarbons (C10-C50)      | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                   | Petroleum hydrocarbons F1-F4          | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                   | PAH                                   | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                   | PAH - low limit (CCME)                | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                   | BTEX                                  | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                   | MAH                                   | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
| Sediment          | 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                   | Mercury                               | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                   | PAH                                   | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
| Ground            | 7 metals (As,                         |                                |                                |                                |                                |                                |

|   |   |          |                           |          |          |          |
|---|---|----------|---------------------------|----------|----------|----------|
| water   | Cd, Cr, Cu, Ni, Pb, Zn)                   | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | Mercury                                   | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | Petroleum hydrocarbons (C10-C50)          | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | Petroleum hydrocarbons F1-F2              | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | PAH                                       | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | BTEX                                      | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | MAH                                       | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
| Surface Water   | 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)     | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | Mercury                                   | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | Petroleum hydrocarbons (C10-C50)          | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | PAH                                       | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | MAH                                       | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
| Leaching tests - RMD  | 5 metals (As, Cd, Cr, Hg, Pb)             | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
| Leaching tests - in water   | 8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn) | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | Petroleum hydrocarbons F1-F4              | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | PAH                                       | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
| Vegetation  | 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)     | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | Mercury                                   | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
| <b>Total for all Chemical Analyses</b>  |   | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
| <b>Total Chemical Analyses Cost for Initial Period and all Option Periods</b> |   |          |                           |          |          | \$ _____ |
| Surcharge % for expedited sample analyses                                     |   |          | 12 hour: _____% surcharge |          |          |          |
|   |   |          | 24 hour: _____% surcharge |          |          |          |
|   |   |          | 48 hour: _____% surcharge |          |          |          |
|   |   |          | 72 hour: _____% surcharge |          |          |          |

Solicitation No. - N° de l'invitation

30000366A

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

30000366A

Amd. No. - N° de la modif.

File No. - N° du dossier

450000XXXX

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

---

| <b>Total Price for Evaluation Purposes</b>                                 |                 |
|--|-----------------|
| Initial Period - Total Estimated Cost                                      | \$ _____        |
| Option Period #1 - Total Estimated Cost                                    | \$ _____        |
| Option Period #2 - Total Estimated Cost                                    | \$ _____        |
| Option Period #3 - Total Estimated Cost                                    | \$ _____        |
| Total Chemical Analyses Cost x 2 for Initial Period and all Option Periods | \$ _____        |
| <b>Total Financial Bid(Excluding taxes)</b>                                | <b>\$ _____</b> |

---

## 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/canada-labour) 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.

Solicitation No. - N° de l'invitation

30000366A

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

30000366A

Amd. No. - N° de la modif.

File No. - N° du dossier  
450000XXXX

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

---

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

### **5.2.3.1 Status and Availability of Resources**

SACC *Manual* clause [M3020T](#) (2016-01-28) Status of Availability of Resources

## ANNEX "1" to PART 5 OF THE REQUEST FOR STANDING OFFERS

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the RFSO closing date.)

Complete both A and B.

A. Check only one of the following:

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

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

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

OR

- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

OR

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

## **PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS**

### **6.1 Security Requirements**

There is no security requirement applicable to the Standing Offer.

### **6.2 Insurance Requirements**

SACC *Manual* clause [G2001C](#) (2018-06-21) Commercial General Liability Insurance

SACC *Manual* clause [G2002C](#) (2018-06-21) Errors and Omissions Liability Insurance

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

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



---

## **PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES**

### **A. STANDING OFFER**

#### **7.1 Offer**

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

#### **7.2 Security Requirements**

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

#### **7.3 Standard Clauses and Conditions**

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

##### **7.3.1 General Conditions**

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

##### **7.3.2 Standing Offers Reporting**

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a semi-annual basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- Reporting Period #1: September 1 to February 28
- Reporting Period #2: March 1 to August 31

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

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from the date of Standing Offer Award to December 1, 2022, inclusive.

##### **7.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional three **(3) one-year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **fifteen (15) days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Denise Chessie  
Title: Contracting Specialist  
Department: Fisheries and Oceans Canada  
Address: 301 Bishop Drive, Fredericton, New Brunswick, E3C 2M6  
Telephone: 506-238-1308  
E-mail address: [DFOtenders-soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

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

### 7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(to be provided on standing offer award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_

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.

### 7.5.3 Offeror's Representative *(to be identified at Standing Offer award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_

---

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

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

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada.

## 7.8 Call-up Procedures – Proportional Basis

Call-ups will be issued on a proportional basis such that the highest-ranked offeror will receive 40% of the work, the second highest-ranked offeror will receive 35% of the work and the third highest-ranked offeror will receive 25% of the work.

## 7.9 Call-up Instrument

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

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Deliveryor
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

## 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$500,000.00 (Applicable Taxes included).

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (to be provided at standing offer award) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services

or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two (2) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) 2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex E, Insurance Requirements;
- i) the Offeror's offer dated \_\_\_\_\_ (insert date of offer)

## 7.13 Certifications and Additional Information

### 7.13.1 Compliance

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

### 7.13.2 Status of Availability of Resources – Standing Offer

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

## 7.14 Applicable Laws

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

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

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

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

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

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

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

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The period of the Contract is from date of award to December 1, 2022, inclusive.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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

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

### **7.5 Payment**

#### **7.5.1 Basis of Payment – Firm Rates**

The Contractor will be paid firm rates for work performed in accordance with the contract, in accordance with the Basis of payment at Annex B, Customs duties are excluded and Applicable Taxes are extra.

#### **Travel and Living Expenses**

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to

"travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

Estimated Cost: \$ 3,500.00 per call-up against the Standing Offer

### 7.5.2 Limitation of Expenditure

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

### 7.5.3 Progress Payments

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 80 percent of the amount claimed and approved by Canada if:
  - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b. the amount claimed is in accordance with the basis of payment;
  - c. the total amount for all progress payments paid by Canada does not exceed 20 percent of the total amount to be paid under the Contract;
  - d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

### 7.5.4 SACC Manual Clauses

---

SACC Manual clause [A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department  
SACC Manual clause [C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor (if applicable)

### 7.5.5 Electronic Payment of Invoices – Call-up

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

- a. Acquisition Card;
- b. Direct Deposit (Domestic and International);

### 7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Each invoice must be supported by a copy of any documents as specified in the Contract.
3. Invoices must be distributed as follows:

The original copy must be forwarded to [DFO.invoicing-facturation.MPO@canada.ca](mailto:DFO.invoicing-facturation.MPO@canada.ca) for certification and payment.

AP Coder: \_\_\_\_\_ *(to be inserted at standing offer award)*

### 7.7 Insurance

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

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

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

### 7.8 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.



Solicitation No. - N° de l'invitation

30000366A

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

30000366A

Amd. No. - N° de la modif.

File No. - N° du dossier  
450000XXXX

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

---

- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

---

**ANNEX "A"**

**STATEMENT OF WORK**

**MANAGEMENT OF CONTAMINATED SITES AT VARIOUS SITES IN QUEBEC**

**1. SUBJECT**

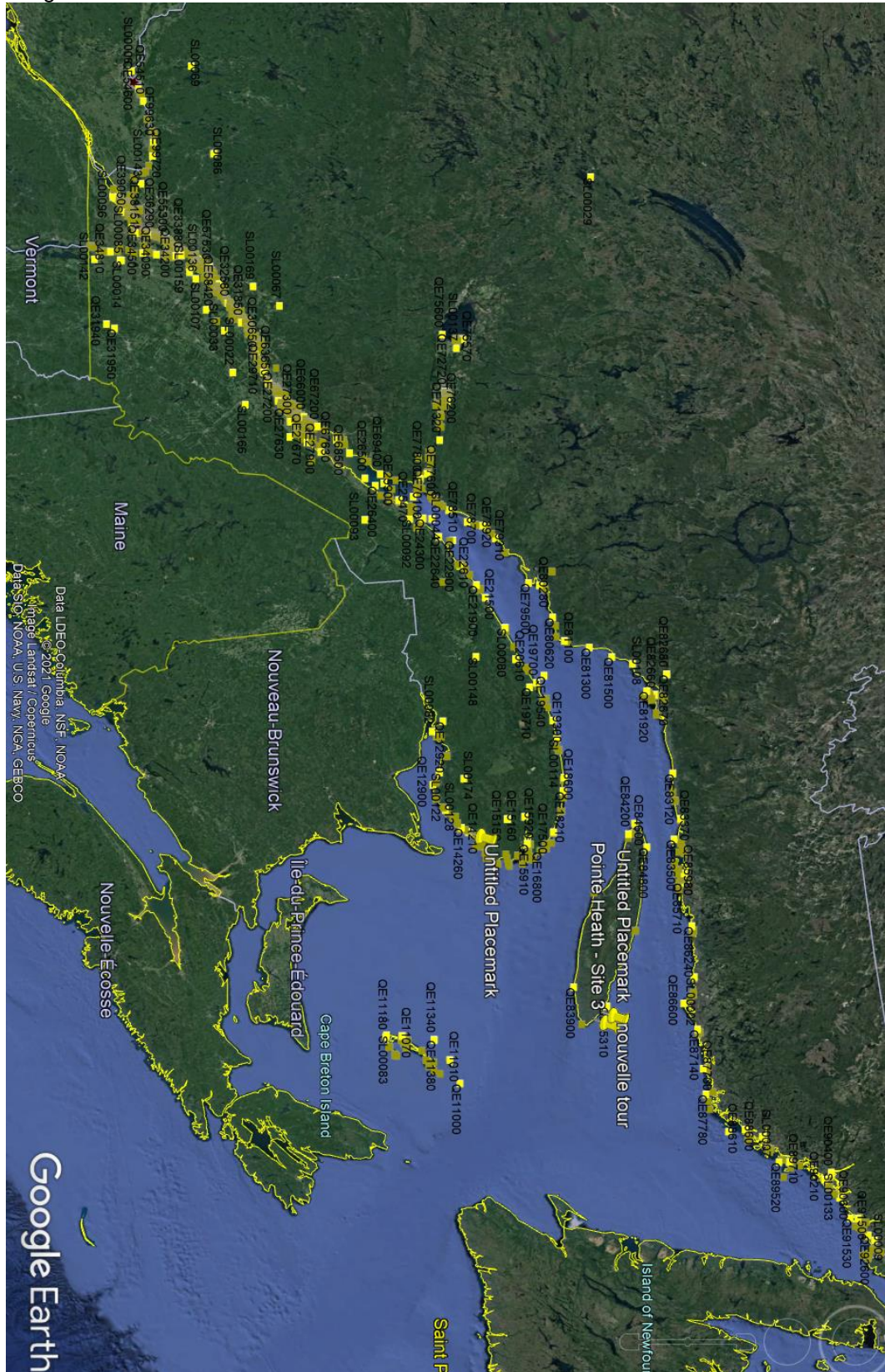
Fisheries and Oceans Canada requires an environmental firm to carry out various projects specialized in contaminated sites for various sites in Quebec.

**2. LOCATION OF THE WORK**

The professional services covered by the Standing offer will be provided on behalf of the Department in the province of Quebec. Some sites are only accessible by helicopter or boat.

See image #1, each yellow rectangle represents one site.

Image # 1



### 3. REQUIRED SERVICES

#### 3.1 General

The DFO requires the services of firms that work in the field of contaminated sites by to provide services to its staff in the performance of various analytical, management and research and execution of environmental work upon request, as and when required.

Each call-up to this SO will provide further information on the specific objectives of each project. However, the broad objectives described in the sections that will apply to all subsequent orders.

##### 3.1.1 Compliance with regulations and legislation

The federal government must comply with codes, regulations, legislation and decisions federal, provincial and municipal authorities. The firm will therefore have to comply with all applicable federal and provincial regulatory requirements including those of the DFO. He/she shall also comply with the regulations and directives of the DFO.

##### 3.1.2 Meetings

When required, a kick-off meeting will be held prior to the start of each order. The meetings may be held by telephone, virtually or at 104, Dalhousie, Quebec, Quebec, at the time and date indicated by the representative of the DFO

#### 3.2 Scope of work

Unless otherwise specified in the Call-ups, the Standing Offer will cover, but is not limited to, the following basic services:

##### 3.2.1 Environmental Services Related to the Management of DFO Contaminated Sites

The firm must provide, as and when needed, the necessary services in environment related to the various phases of the Federal Approach to Contaminated Sites (10 steps) may include, but are not limited to, the following services:

- Historical review (Phase I);
- Soil, groundwater, surface water and sediment sampling;
- Preliminary (Phase II) and complementary (Phase III) environmental characterization;
- Environmental rehabilitation
- Management of contaminated soil and water;
- Valuation of liabilities (cost estimates);
- Completion or update of the contaminated sites closure tool.
- Performing analysis and laboratory tests (e.g. column tests, microcosm tests, etc.);
- Analysis of site management options including status quo and impacts related to each of the identified options;

##### 3.2.2 Other environmental services

The firm shall provide, as needed, other environmental services necessary related to contaminated or potentially contaminated sites, such as:

- Site classification, according to the NCSCS (National Classification System for Contaminated Sites) or according to ASCS (Aquatic Sites Classification System);

- 
- Development of a conceptual site model;
  - Plant health assessment;
  - Characterization of hazardous materials;
  - Mapping of analytical results/information related to site management
  - Removal of hazardous materials;
  - Analysis of environmental issues;
  - Supervision of works related to the management of contaminated sites;
  - Risk analysis and management;
  - Etc.

### 3.2.3 Call-ups

- The firm must be able to contact the contract coordinator within 24 hours of receiving a call-up.
- Each call-up against an SO will be requested, approved and managed by the contract coordinator.
- Call-ups will be requested and authorized as follows:
  - Contract coordinator will provide the consulting firm with a description of the tasks to be performed in sufficient detail to allow the firm to prepare a work plan and cost breakdown and to establish a lump sum or maximum amount for the call-up.
  - The firm will submit a proposal to contract coordinator; information requested may include:
    - understanding the statement of work;
    - the proposed approach and methodology;
    - a description of task management;
    - proposed call-up personnel;
    - a responsibility assignment matrix ;
    - proposed timeline;
    - Full fee with a breakdown of costs and supporting details based on the rates of pay indicated in the price proposal.

## 4. DELIVERABLES

### 4.1 Daily reports

When field work is performed, a daily report describing the firm's activities must be sent, by e-mail, every day or no later than 9:00 a.m. the following day to the DFO's representative. This report shall include, but not be limited to, the following items:

- The tasks performed;
- The names of the employees in the field;
- The start and end times of the workday;
- Photographs showing any peculiarities that occurred during the work day;
- A copy of the test requests sent to the testing laboratories. The DFO's project number must appear on each request;
- Sending samples to analysis laboratories (certificates of analysis request);
- The difficulties encountered, if any;
- Other activities carried out.

## 4.2 Technical reports

The deliverables will be defined in more detail for each individual call-up. Unless otherwise specified, the firm will be required to produce a technical report for each call-up. The draft of this report shall be provided for comment to the DFO's representative in an electronic Word and unlocked PDF format within twenty-one (21) calendar days of receipt of all test results.

Unless otherwise specified, the final version of the technical report shall be submitted to the DFO's representative within (14) calendar days of the DFO's acceptance or transmission of comments of the draft. The final version shall include all requested changes and bear the signature of the firm.. The electronic version of the final report, including appendices, tables, certificates of analysis, maps, etc., shall be in their original format (ex. : Excel, Word, JPEG, DWG, shapefile, etc.)as well as in PDF (unlocked) and shall be submitted to the DFO's representative electronically.

This report, written in French, must include, but not be limited to, the following:

- An executive summary written in English and French;
- Description of the mandate and context of the work;
- Description of the activities carried out and the sites visited;
- The methodology(ies) used, including information on the survey of the new coordinates (device, accuracy, planimetric and altimetric coordinate system, reference point used, etc.) );
- Analytical results in tabular form compared to current applicable provincial and federal requirements by parameter and by facility;
- A table of exceedances of requirements (by parameter);
- An interpretation of the results;
- An analysis of the results to establish a relationship between the observed contamination and the source(s) of contamination present at the site, if applicable;
- The formulation of recommendations for the management of the site, according to the mandate;
- Location plans of the work performed (e.g. boreholes, drillings and observation wells) with the results of the analyses represented. If applicable, excavation polygons should be provided as well as other elements to be specified according to the nature of the mandate;
- Tables of the parameters measured in the field (by station);
- A photographic record of the different sampling stations and any particularities that occurred during the mandate;
- Original certificates of analysis, including, but not limited to, the project name, parameters, results, analytical methodologies or protocols for the parameters analyzed, margins of error, detection limits, quality control, and the signature of the chemist responsible for the analyses on each certificate;
- Daily reports;
- Vegetation status sheet
- Survey reports (if applicable);
- Interpretation of quality assurance and quality control (QA/QC - field and laboratory) results;
- Recommendations/Conclusions;
- Any other information that may be relevant.

### 4.2.1 Surveying

Sampling stations conducted shall have a precision of (unless otherwise specified in call-up):

- Wells and pizometer:  $\pm 5\text{cm}$  in XY,  $\pm 1\text{cm}$  in Z
- Surface floor:  $\pm 30\text{cm}$  in XY
- Trench:  $\pm 1\text{m}$  in XY
- Surface water:  $\pm 1\text{m}$  in XY

---

#### 4.2.2 Observation wells and boreholes

- Drilling logbook
  - For each new borehole/borehole (developed or not with observation well)
  - Uncrossed PDF file *for each drill log*, file name must be the name of the drilling (or drill if undeveloped).
- Photography
  - For each new borehole **constructed with observation wells, after** construction
  - The photo should include enough context to locate the well on the ground (buildings, roads, other wells, etc.)
  - The name must match the name of the well.
  - If a photograph encompasses multiple wells with separate facilities, identify each well in the photograph with its name superimposed

The firm must verify the quality of the written French prior to delivery of the paper documents and electronically. It is his responsibility to ensure the quality of the documents submitted either performed by qualified personnel. The documents included in the report (text, tables, annexes, etc.) that the Contracting Authority deems unacceptable, for the reasons set forth in this document, will be returned to the firm for correction, at the firm's expense.

### 5. EXECUTION OF THE WORK

#### 5.1 Mobilization and Demobilization

When required, the firm shall mobilize its team to the site and provide transportation (road, helicopter, ship, etc.). The firm must provide its own transportation, without the support of DFO, and assume all travel expenses. The start date of the work must be communicated to the DFO representative as soon as possible.

The firm will also have to provide for the demobilization of its team and equipment. Following the field work, the site must be restored to its original condition or to the specifications indicated in the environmental characterization plan.

#### 5.2 Equipment and Machinery

The firm must ensure that the machinery, plant and equipment to be used in the performance of the work is safe, clean and in good working order. DFO reserves the right to refuse access to or remove machinery, plant and equipment that does not meet this compliance. Any additional costs (direct and indirect) to this response will be the responsibility of the firm. Within 30 m of a watercourse, vegetable oil shall be used. It is forbidden to circulate in a waterway with the machinery. Any damage done to the environment must be repaired at the expense of the firm.

#### 5.3 Sampling methodology

For all sampling activities, the firm shall comply with this Statement of Requirements. In addition to the items specified in this statement, the firm shall refer to the recommended procedures:

The firm is also required to comply with all applicable government regulations (provincial and federal) in force.

The firm must take all necessary precautions in the field to avoid contamination of the samples by exhaust gases (e.g. from boat engines, car engines, generators, etc.) and any cross-contamination. He must consider the wind direction and position and direct the exhaust pipe accordingly.

Sampling quality controls (field duplicates) should be included in the analytical program.

## 5.4 Sample management

The basic principles of sample preservation, storage, and transportation outlined in the MDDELCC "Sampling Guide for Environmental Analysis," Book 1, and the Guide to Site Characterization for Environmental and Human Health Risk Assessment, Volumes 1, 2, 3, and 4 (CCME, 2016) must be followed by the firm.

However, here are some specific recommendations to follow for sample management:

- After collection, samples should be kept cold with ice packs or ice such that the temperature upon receipt is 10 degrees Celsius or less;
- Whenever possible, samples should be forwarded to and received by the testing laboratory within 48 hours of collection;
- Unless otherwise specified, this time frame shall not exceed 4 days. No sample shipments will be permitted on Fridays unless the testing laboratory(ies) can receive them the same day or the next day;

## 5.5 Laboratory analysis

The firm will have to ensure the management including, but not limited to, the identification and labelling of the bottles, the supply of preservatives, bottles, coolers as well as containers for the recovery of used equipment and solvent cleaning products (e.g. acetone, hexane, nitric acid, etc.), the storage, transportation and delivery of the samples to the various analysis laboratories. The basic principles of sample preservation, storage and transportation indicated in the MDDELCC's "Guide d'échantillonnage à des fins d'analyses environnementales", book 1, and in the Guide sur la caractérisation des sites dans le cadre de l'évaluation des risques pour l'environnement et la santé humaine, volumes 1, 2, 3 and 4 (CCME, 2016) shall be followed by the firm.

Soil, sediment and water samples must be analyzed for the various parameters by one or more accredited analytical laboratories. The laboratories used by the firm must be accredited by the MDDELCC when applicable and be accredited for the requested parameters. For parameters not accredited by the MDDELCC, DFO reserves the right to dictate the method and/or the detection limit required.

***The detection limits of the analytical methods used by the laboratories must be less than or equal to the most stringent federal guidelines and provincial criteria, where possible. It is the responsibility of the firm to ensure that the detection limits are below the existing guidelines/criteria or they will be required to re-test the samples at their own expense.***

The firm must have the limits of detection of the methods used validated and approved by the DFO's representative before any chemical analysis is performed.

***The firm is responsible for any breakage or loss of samples occurring before or during their shipment to the analytical laboratory. In this case, the firm will have to take back these samples at its own expense as well as any sample taken at the same time and/or for comparison purposes.***

**Preliminary certificates of analysis, in electronic format, shall be forwarded to the DFO's representative upon receipt by the firm.** All certificates of analysis shall be thoroughly checked by the firm upon receipt in order to detect, correct, address and communicate to the laboratory **and** to the DFO's representative any errors or problems (e.g., sample nomenclature errors, contaminated transportation or field blanks, non-compliance with the laboratory's QA/QC standards, etc.)

For each call-up, a quality control and quality assurance program must be developed by the firm and validated by the DFO's representative. This program must be approved in writing by the DFO. Duplicates and blanks for quality control (field duplicate, field blank, transport blank, inter-laboratory duplicate, wash



blank) must be identified separately from the samples by means of encrypted numbers. The correspondence between these encrypted numbers and the name of the original sample shall be provided to the DFO's representative prior to the commencement of work. Should the validity of the analytical results be compromised by the contamination of transport and/or field blanks, the firm will be held responsible and will be required to repeat the sampling and analysis corresponding to the contaminated blank at its own expense.

## 5.6 Interpretation of results

Unless otherwise specified, the results of the analyses must be presented in tabular form and compared to provincial criteria and/or federal recommendations, which must be validated in advance with the DFO. Logic diagrams aimed at identifying the interventions to be carried out, or the priority of intervention, could be provided by the Ministry and the interpretation of the results will then have to take this element into account.

Results that exceed recommendations or criteria should be highlighted in the tables. For each of these results, it should be clearly specified which criteria or guidelines have been exceeded.

**It is the responsibility of the firm to validate the recommendations and/or criteria to be used prior to the issuance of deliverables for each subsequent order.** For each of the sites studied, the use must be validated (e.g. commercial, etc.) by the DFO before the deliverables are issued for each component (human health, ecological). The way in which the comparison criteria are presented and the way in which the results are interpreted must be validated in advance by the DFO's representative. Acceptability criteria for samples in the quality control and quality assurance program (e.g., duplicates) should follow the Guidance Document on Site Characterization for Environmental and Human Health Risk Assessment, Volumes 1, 2, 3 and 4 (CCME, 2016).

Unless otherwise specified, test results should be tabulated and compared to the following provincial criteria and/or federal guidelines:

### Soils

- Canadian Council of Ministers of the Environment (CCME) Canadian Soil Quality Guidelines;
- The Canada-Wide Standard (CWS) for Petroleum Hydrocarbons in Soil (January 2008) - Streams 1 and 2
- The criteria in the MELCC Soil Protection and Contaminated Land Remediation Response Guide (March 2021); and,
- The values in Schedule I of the MELCC Contaminated Soil Landfill Regulation.

### Groundwater

- Interim groundwater quality guidelines for federal contaminated sites- Guidance document, Environment Canada, 2016;
- The criteria in the MELCC Soil Protection and Contaminated Land Remediation Response Guide (March 2019); and,
- The standards of the applicable municipal by-law, if any.

### Surface water

- CCME Canadian Water Quality Guidelines ;
- MELCC surface water quality criteria; and,
- The standards of the applicable by-law.

## 5.7 Existing underground networks

Before undertaking intrusive work, the firm must ensure that it obtains the location of underground networks within the work site. To this end, it must make requests to locate existing underground infrastructures with the authorities concerned (Info-Excavation, etc.). The Minister's representative will make sure to validate the presence of other infrastructures under the Minister's responsibility.

The firm shall maintain a record of underground systems (maintained, diverted or abandoned).

Should any unidentified facilities be discovered during the course of the work, the firm shall immediately notify the DFO's representative and provide a written report of the findings.

## 5.8 Health and Safety

### 5.8.1 Opening CNESST

According to the call-up, the firm will have to proceed with a site opening with the CNESST (Commission des normes, de l'équité, de la Santé et de la Sécurité du Travail du Québec). If necessary, a copy shall be provided to the DFO representative.

### 5.8.2 Responsibility

The firm shall ensure the safety of persons and property on the work site and the safety of federal employees and the general public travelling in the vicinity of activities, to the extent that the progress of the work may endanger these persons.

The firm shall ensure that workers and other authorized persons on the site comply with the safety requirements specified in the contractual documents and laws, relevant federal, provincial and local regulations and ordinances and in the firm's health and safety program. If an unforeseen or special hazard or risk occurs during the execution of the work, immediate action must be taken to correct the situation and to prevent damage and injury. Inform the representative DFO verbally and in writing of the hazard or situation.

### 5.8.3 General

By accepting this contract, the firm will agree to assume all responsibilities normally devolved to the prime contractor under the Occupational Health and Safety Act and to act as site supervisor. Prior to commencing work, the firm shall in particular:

- Submit a general health and safety program to the DFO's representative and adapt the program to the specifics of the work to be performed for each order prior to the start of the work. A mechanical inspection certificate for machinery must be on site at all times. The copy provided to the DFO's representative shall be used to review the program against the order's requirements for known hazardous substances and conditions. The review shall not be construed to imply that the DFO Representative approves the program as being complete, accurate and legally compliant with the Quebec Occupational Health and Safety Act and Regulations and shall not relieve the firm of its legal obligations under such Act.
- Ensure that workers have received the necessary training and information to perform the work safely and that all required tools and protective equipment are available, in compliance with standards, laws and regulations and are being used.
- The firm shall ensure that its employees on site have sufficient training and knowledge to respond to an environmental incident.
- The firm shall provide first aid kits in accordance with the Occupational Health and Safety Commission's rule regarding minimum first aid and first aid standards.
- It shall hold health and safety meetings as required by the Occupational Health and Safety Act of the Province of Quebec and its regulations.

- The contractor shall maintain at the work site a copy of the safety documentation required in this section, together with all other safety reports and documentation obtained, if any.
- It shall provide any other data, information and documentation to the DFO's representative upon request.

#### 5.8.4 Accident reporting

In the event of an unforeseen incident, the firm must take all necessary measures, including stopping work, to protect the health and safety of workers and the public (and to communicate without delay with the DFO's representative);

Reports of accidents or incidents, within 24 hours of their occurrence, shall be submitted to the DFO's representative.

Where appropriate, the firm must investigate and report accidents and incidents as required by the Quebec Occupational Health and Safety Act and its regulations arising. It shall immediately investigate accidents or incidents involving and submit a report to the DFO's representative:

- An injury, which may or may not require medical attention, resulting in lost work time for the injured person(s);
- Exposure to toxic substances or chemicals;
- Property damage;
- Disruption of operations within or adjacent to the infrastructure that -could result in losses.

During the investigation and reporting of incidents and accidents, the firm is required to take prompt action to correct actions deemed to have been the cause of the accident or incident and provide written notice of the steps taken to prevent the incident or the accident from happening again.

#### 5.8.5 Control and access to work sites

As part of its work, the firm shall:

- Control access points to work sites where activities are taking place. Delineate the work site and isolate it from adjacent or nearby areas by the use of appropriate means to maintain control of all access points to the work site.
- Arrange for access to the work site by all persons requiring access. Access authorization procedures shall be in accordance with the Quebec Occupational Health and Safety Act, its regulations or the firm's Health and Safety Program.
- Ensure that persons authorized to access the work site possess and wear the minimum personal protective equipment (PPE) specified in the firm's Health and Safety Program. Ensure that persons authorized to access the work site have been provided with appropriate PPE, which is more stringent than the minimum equipment specified above, and is designed specifically for the activities in which they are involved, and that they are trained in the use of the PPE and are wearing it.
- Control of access to the work site and activities therein remains the responsibility of the firm as described in this section of the specifications.
- Ensure site security at all times to prevent access by unauthorized persons.
- Post signs at access points and other strategic locations around the work site clearly indicating that the work area(s) is "off limits" to unauthorized persons. Signs shall be prepared according to good engineering practice and shall bear clearly understood graphic symbols. Signs shall not be used for advertising purposes, but for the specific purpose of specifying site safety and key contact information. The following information shall be displayed on signs:
  - .1 Name and description of the project;
  - .2 Name of the firm;

- 
- .3 Name and phone number of the project manager;
  - .4 Name and phone number of DFO contact person.

## 5.9 Fire Safety

### 5.9.1 General guidelines

The firm shall:

- .1 Provide for each order, a fire safety plan indicating, but not limited to, emergency contact numbers and fire extinguisher locations. The fire safety plan to be completed will be provided to the firm by email with each order.
- .2 Ensure that each vehicle used on the work site by its employees and subcontractors is equipped with a portable fire extinguisher.

Smoking is strictly prohibited in the work areas

### 5.9.2 Reporting a Fire

In the event of a fire, the firm must report the fire by calling 911 or emergency services Municipalities. The Ministry representative shall also be notified.

## 5.10 Response to spills or environmental emergencies

In the event of an accidental spill or an environmental emergency, the response and clean-up operations at the site of a hazardous material spill or tank leak must be carried out by the firm according to the procedure established in its emergency plan. For example, the following elements should be included at least:

- .1 When a witness observes an incident he/she shall :
  - . a Ensure the safety of people (injured persons, toxic fumes, risk of explosion, etc.).
  - . b Call 911 or municipal emergency services, if necessary.
  - . c Stop the spill if it is safe to do so (return the gas can to its proper position, close the valve, etc.).
- .2 If the firm finds that it will be unable to immediately contain or recover the spill or if the product has reached or could reach the environment (soil, gravel, water, storm or floor drain, etc.), it shall:
  - . a Notify 911 or municipal emergency services.
  - . b Notify the Alert and Warning Network (AWN) 1-800-363-4735 and provide as much information as possible.
  - . c Advise the site manager.
- .3 If the situation is safe and the firm can contain the spill and recover it immediately with the equipment on site, after consulting the WHMIS MSDS :
  - . a Locate intervention equipment.
  - . b Establish a security perimeter.
  - . c Wear the required personal protective equipment.
  - . d Contain the leak, contain the spill and absorb the liquids.
  - . e Dispense contaminated material into properly identified bags.
- .4 After the recovery procedure :
  - . a Contact the DFO representative and follow the instructions that will be provided (e.g., soil characterization, if required).
  - . b Manage tailings and contaminated soils in compliance with regulations.

- 
- . c Fill out a spill report regardless of the amount spilled and submit it to the DFO representative.
  - . d Fill out a spill report and submit it to ECCC if the quantity spilled is >100 L.
  - . e Replace used equipment as soon as possible.
  - . f To take stock of the event and implement preventive measures, if necessary.

The firm and its subcontractors who perform work requiring the use of motorized equipment, the transfer of fuel or the use of hazardous materials shall adhere to the following procedures and accept the resulting responsibilities:

- .1 The firm shall declare and ensure that its employees (and those of subcontractors) have sufficient training and knowledge to respond to an environmental incident;
- .2 In the event of a spill caused by the firm, the firm shall immediately notify the DFO's representative, who will notify the DFO's project manager identified for each mandate. Response and clean-up operations at the site of a spill shall be insured and paid for by the firm;
- .3 If the firm is unable to respond adequately or to the satisfaction of the DFO, all costs of additional responses requiring DFO personnel, equipment or machinery shall be borne by the firm;
- .4 The firm shall promptly complete the Event Reporting Form and submit it to the DFO's representative who will forward it to the DFO's Project Manager.
- .5 The firm shall provide the DFO's representative with the certificate or proof of disposal of the contaminated material;
- .6 Each firm work crew shall carry an emergency response kit identified as "EMERGENCY-Environmental" in the vicinity of hazardous locations to respond to events requiring environmental response. These emergency response kits shall contain appropriate equipment in sufficient quantity to provide an effective response and minimize the spread of contamination

### 5.11 Other Requirements

The firm should also consider the following requirements:

- "Idling" of vehicles is prohibited, unless special permission is granted by the DFO's representative.
- Remove trees only in areas designated by the DFO representative.

The firm will be required to redirect to the DFO's representative all media inquiries regarding the projects for which it has been mandated under this WCA.

### 5.12 Reference Laws and Documents

The Consultant shall perform its work in accordance with all applicable federal, provincial or municipal laws, regulations, codes, guides and standards.

The following set of guidance documents should be considered, particularly but not limited to:

- Guidance on environmental site characterization for environmental and human health risk assessment (CCME, 2016)
  - Volume 1: Orientations
  - Volume 2: Checklists
  - Volume 3: Recommended Operating Procedures
  - Volume 4: Methods of Analysis

- 
- Canadian Environmental Protection Act;
  - Canadian Environmental Assessment Act;
  - Canadian Environmental Quality Guidelines;
  - Guidelines for Canadian Drinking Water Quality (Health Canada);
  - Canada-wide Standards for Petroleum Hydrocarbons (PHC) in Soil (CCME)
  - Canada-wide Standards for Petroleum Hydrocarbons (PHC) in Soil: Technical Supplement (CCME);
  - Federal Approach to Contaminated Sites;
  - Environmental Site Assessment, Phase I CAN/CSA-Z768;
  - Environmental Site Assessment, Phase II CAN/CSA-Z769;
  - Guidance on site characterization for environmental and human health risk assessment, volumes 1, 2, 3, and 4 (CCME, 2016);
  - Environmental Quality Act;
  - Land Protection and Rehabilitation Regulation;
  - Contaminated Soil Landfill Regulation;
  - Contaminated Soil Storage and Transfer Centre Regulations;
  - Environmental Impact Assessment and Review Regulation
  - Hazardous Materials Regulation;
  - By-law on the burial and incineration of residual materials;
  - Guide d'intervention - Politique de protection des sols et de réhabilitation des terrains contaminés (MELCC, updated 2021);
  - Land characterization guide (MELCC);
  - Guide d'échantillonnage à des fins d'analyses environnementales, Cahier 1 - Généralités (Centre d'expertise en analyse environnementale du Québec, CEAEQ);
  - Environmental Analysis Sampling Guide, Book 3 - Groundwater Sampling (CEAEQ) 2011 update;
  - Environmental Sampling Guide, Book 5 - Soil Sampling (CEAEQ);
  - Guide to Sampling for Environmental Analysis, Book 8 - Sampling of Hazardous Materials (CEAEQ);
  - Conservation method for soil sampling (CEAEQ);
  - Preservation method for groundwater sampling (CEAEQ);
  - List of suggested methods for conducting laboratory analysis (MELCC);
  - Guidelines for the Assessment of Natural Background Levels in Soil (MELCC);
  - List of authorized contaminated soil treatment centers (MELCC);
  - List of authorized contaminated soil sites (MELCC);
  - Management of Dismantling Materials - Good Practice Guide (MELCC);
  - Guide de valorisation des matières résiduelles inorganiques non dangereuses de source industrielle comme matériaux de construction (MELCC);
  - Workplace Hazardous Materials Identification Systems (WHMIS);
  - Canada Occupational Health and Safety Regulations Part X and XIV;
  - Act respecting occupational health and safety (R.S.Q., chapter S-2.1);
  - Regulation respecting occupational health and safety, S-2.1, r.19.01;
  - Construction Safety Code, S-2.1, r.6;
  - Migratory Birds Convention Act, 1994 (S.C. 1994, c. 22)
  - Migratory Birds Regulations (C.R.C., c. 1035)
  - Migratory Bird Sanctuary Regulations (C.R.C., c. 1036).

In the case of omissions or contradictions between these requirements, the most stringent applies.

Unless otherwise specified herein, the Consultant shall obtain and pay for all permits required for the work from federal, provincial and municipal agencies.

## 6. General

## 6.1 Confidentiality of information

All information received and documents produced under this mandate remain the sole property of the DFO. The firm shall not disclose, reproduce or refer to any documents consulted or produced under this mandate without the prior express written consent of the DFO. This applies to all forms of documents, including electronic versions. The DFO reserves the right to make free use of documents produced by the firm.

## 6.2 Language of communication

All verbal and written communications with the DFO's representative will be in French, at an Advanced level. Similarly, all documents provided by the firm, such as reports and test results, shall be provided in the French language in a structured, understandable and correctly spelled manner.

| Legend              | Oral   | Comprehension   | Written  |
|---------------------|--|---|--|
| <b>Basic</b>        | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>ask and answer simple questions;</li> <li>give simple instructions; and</li> <li>give uncomplicated directions relating to routine work situations.</li> </ul>                                      | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>fully understand very simple texts;</li> <li>grasp the main idea of texts about familiar topics; and</li> <li>read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.</li> </ul> | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.</li> </ul> |
| <b>Intermediate</b> | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>sustain a conversation on concrete topics; report on actions taken;</li> <li>give straightforward instructions to employees; and</li> <li>provide factual descriptions and explanations.</li> </ul> | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>grasp the main idea of most work-related texts;</li> <li>identify specific details; and</li> <li>distinguish main from subsidiary ideas.</li> </ul>   | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.</li> </ul>         |
| <b>Advanced</b>     | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> <li>support opinions; and</li> <li>understand and express hypothetical and conditional ideas</li> </ul>   | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> <li>understand most complex details, inferences and fine points of meaning; and</li> <li>have a good comprehension of specialized or less familiar material.</li> </ul>   | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> <li>write texts where ideas are developed and presented in a coherent manner.</li> </ul>   |

**ANNEX "B"**

**BASIS OF PAYMENT**

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are excluded and Applicable Taxes are extra.

Travel and Living Expenses: Firms are advised that any travel time and travel-related expenses associated with the delivery of services will be paid (with prior approval of the Project Authority) in accordance with current National Joint Council Travel Directive.

**INITIAL CONTRACT PERIOD:**

| <b>Initial Contract Period</b><br>(Date of award to December 1, 2022) |                 |  |
|---|-----------------|--|
| <b>Resource Title</b>   | <b>Resource</b> | <b>Firm Hourly Rate (excluding applicable taxes)</b> |
| Project Manager   | Name:           | \$ _____   |
| Senior Project Manager  | Name:           | \$ _____   |
| Intermediate Technician #1  | Name:           | \$ _____   |
| Intermediate Technician #2  | Name:           | \$ _____   |
| Designer  | Name:           | \$ _____   |
| Administrative staff  | Name:           | \$ _____   |

**OPTION PERIODS:**

| <b>Option Period 1</b><br>(December 2, 2022 to December 1, 2023) |                 |  |
|--|-----------------|--|
| <b>Resource Title</b>  | <b>Resource</b> | <b>Firm Per Diem Rate (excluding applicable taxes)</b> |
| Project Manager  | Name:           | \$ _____   |
| Senior Project Manager   | Name:           | \$ _____   |



Solicitation No. - N° de l'invitation  
 30000366A  
 Client Ref. No. - N° de réf. du client  
 30000366A

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 450000XXXX

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

|                            |       |          |
|----------------------------|-------|----------|
| Intermediate Technician #1 | Name: | \$ _____ |
| Intermediate Technician #2 | Name: | \$ _____ |
| Designer                   | Name: | \$ _____ |
| Administrative staff       | Name: | \$ _____ |

**Option Period 2**  
 (December 2, 2023 to December 1, 2024)

| Resource Title             | Resource | Firm Per Diem Rate (excluding applicable taxes) |
|----------------------------|----------|---|
| Project Manager            | Name:    | \$ _____  |
| Senior Project Manager     | Name:    | \$ _____  |
| Intermediate Technician #1 | Name:    | \$ _____  |
| Intermediate Technician #2 | Name:    | \$ _____  |
| Designer                   | Name:    | \$ _____  |
| Administrative staff       | Name:    | \$ _____  |

**Option Period 3**  
 (December 2, 2024 to December 1, 2025)

| Resource Title         | Resource | Firm Per Diem Rate (excluding applicable taxes) |
|------------------------|----------|---|
| Project Manager        | Name:    | \$ _____  |
| Senior Project Manager | Name:    | \$ _____  |

Solicitation No. - N° de l'invitation

30000366A

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

30000366A

Amd. No. - N° de la modif.

File No. - N° du dossier  
450000XXXX

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME


|                            |       |          |
|----------------------------|-------|----------|
| Intermediate Technician #1 | Name: | \$ _____ |
| Intermediate Technician #2 | Name: | \$ _____ |
| Designer                   | Name: | \$ _____ |
| Administrative staff       | Name: | \$ _____ |

| Chemical Analyses    | Samples required                      | Unit Price per sample analyses | Unit Price per sample analyses | Unit Price per sample analyses | Unit Price per sample analyses | Unit Price per sample analyses |
|----------------------|---------------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
|                      |                                       | Initial Period                 | Option year #1                 | Option Year #2                 | Option Year #3                 | Option Year #4                 |
| Soil                 | 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | Mercury                               | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | Petroleum hydrocarbons (C10-C50)      | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | Petroleum hydrocarbons F1-F4          | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | PAH                                   | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | PAH - low limit (CCME)                | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | BTEX                                  | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | MAH                                   | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
| Sediment             | 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | Mercury                               | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | PAH                                   | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
| Ground water         | 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | Mercury                               | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | Petroleum hydrocarbons (C10-C50)      | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | Petroleum hydrocarbons F1-F2          | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | PAH                                   | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | BTEX                                  | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | MAH                                   | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
| Surface Water        | 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | Mercury                               | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | Petroleum hydrocarbons (C10-C50)      | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | PAH                                   | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
|                      | MAH                                   | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
| Leaching tests - RMD | 5 metals (As, Cd, Cr, Hg, Pb)         | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |
| Leaching tests - in  | 8 metals (As, Cd, Cr, Cu, Hg,         | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       | \$ _____                       |

|   |                                       |          |                           |          |          |          |
|---|---------------------------------------|----------|---------------------------|----------|----------|----------|
| water                                     | Ni, Pb, Zn)                           |          |                           |          |          |          |
|   | Petroleum hydrocarbons F1-F4          | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | PAH                                   | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
| Vegetation                                | 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
|   | Mercury                               | \$ _____ | \$ _____                  | \$ _____ | \$ _____ | \$ _____ |
| Surcharge % for expedited sample analyses |                                       |          | 12 hour: _____% surcharge |          |          |          |
|   |                                       |          | 24 hour: _____% surcharge |          |          |          |
|   |                                       |          | 48 hour: _____% surcharge |          |          |          |
|   |                                       |          | 72 hour: _____% surcharge |          |          |          |

**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**

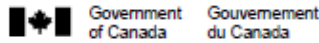
|   |   |
|---|---|
|  Government of Canada / Gouvernement du Canada | Contract Number / Numéro du contrat   |
|   | Security Classification / Classification de sécurité<br><b>UNCLASSIFIED</b> |

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

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

|   |
|---|
| Security Classification / Classification de sécurité<br><b>UNCLASSIFIED</b> |
|---|





|  |
|--|
| Contract Number / Numéro du contrat                                  |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

**PART A (continued) / PARTIE A (suite)**

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  
Short Title(s) of material / Titre(s) abrégé(s) du matériel : \_\_\_\_\_  No / Non  Yes / Oui  
Document Number / Numéro du document : \_\_\_\_\_

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

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

|  |   |   |  |
|--|---|---|--|
| <input type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ     | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS       | Special comments:<br>Commentaires spéciaux : _____              |   |  |

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

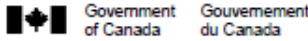
11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ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

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui

|  |
|--|
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |
|--|



|  |
|--|
| Contract Number / Numéro du contrat                                  |
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

| Category<br>Catégorie                          | PROTECTED<br>PROTÉGÉ     |                          |                          | CLASSIFIED<br>CLASSIFIÉ      |                          |                           | NATO   |                          |                          |   | COMSEC                   |                          |                          |                              |                          |                           |
|--|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|---------------------------|--|--------------------------|--------------------------|---|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|---------------------------|
|  | A                        | B                        | C                        | Confidential<br>Confidentiel | Secret                   | Top Secret<br>Très Secret | NATO Restricted<br>NATO Diffusion Restreinte | NATO Confidential        | NATO Secret              | COSMIC Top Secret<br>COSMIC Très Secret | Protected<br>Protégé     |                          |                          | Confidential<br>Confidentiel | Secret                   | Top Secret<br>Très Secret |
|  |                          |                          |                          |                              |                          |                           |  |                          |                          |   | A                        | B                        | C                        |                              |                          |                           |
| Information / Assets<br>Renseignements / Biens | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |
| Production                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |
| IT Media<br>Support TI                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |
| IT Link<br>Lien électronique                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée.
12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

|  |
|--|
| Security Classification / Classification de sécurité<br>UNCLASSIFIED |
|--|

Solicitation No. - N° de l'invitation  
30000366A  
Client Ref. No. - N° de réf. du client  
30000366A

Amd. No. - N° de la modif.  
File No. - N° du dossier  
450000XXXX

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

---

**ANNEX "D"**

**STANDING OFFER REPORT**

| <b>Date of the call-up</b> | <b>Project Authority</b> | <b>Items acquired/services provided</b> | <b>Work completion date</b> | <b>Quantity</b> | <b>Price</b> | <b>Total</b> |
|----------------------------|--------------------------|---|-----------------------------|-----------------|--------------|--------------|
|                            |                          |   |                             |                 |              |              |
|                            |                          |   |                             |                 |              |              |
|                            |                          |   |                             |                 |              |              |
|                            |                          |   |                             |                 |              |              |
|                            |                          |   |                             |                 |              |              |
|                            |                          |   |                             |                 |              |              |



---

**ANNEX "E"****INSURANCE REQUIREMENTS****E1. Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

g. Employees and, if applicable, Volunteers must be included as Additional Insured.

h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

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

---

I. 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. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.

o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.

p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

r. 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.

## **E2. Error 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 Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.