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K1A 0S5

Bid Fax: (819) 997-9776

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

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

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

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

Comments - Commentaires

Ce document comporte des exigences relatives à la sécurité.

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Infrastructure Maintenance and Solution Services Division
(FK)

L'Esplanade Laurier,

East Tower 4th Floor

L'Esplanade Laurier,

Tour est 4e étage

140 O'Connor, Street

Ottawa

Ontario

K1A 0R5

Title - Sujet Eau potable, d'effluents d'eaux usé Eau potable, d'effluents d'eaux usées, d'eaux de surface et Legionella	
Solicitation No. - N° de l'invitation EP914-220095/A	Date 2021-12-08
Client Reference No. - N° de référence du client 20220095	GETS Ref. No. - N° de réf. de SEAG PW-\$\$FK-305-80702
File No. - N° de dossier fk305.EP914-220095	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-01-25 Heure Normale du l'Est HNE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Rosso, Francois	Buyer Id - Id de l'acheteur fk305
Telephone No. - N° de téléphone (613)297-1315 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer includes provisions for security. Cette Demande d'offre à commandes comprend des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

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

*This requirement is subject to the **COVID-19 Vaccination Policy for Supplier Personnel**. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.*

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- Annex F - Electronic Payment
- Annex G - COVID-19 vaccination requirement certification – Standing Offers

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 Security Requirements, Insurance Requirement, the Quarterly Usage Report Form, the Electronic Payment Instruments, the Certifications, COVID-19 vaccination requirement certification.

1.2 Summary

This is a solicitation to request Standing Offers (SO). A SO is not a contract and does not commit PWGSC to procure or contract for any services. Any resulting SO constitutes an Offer made by an Offeror for the provision of certain Services to Canada at prearranged prices or a prearranged pricing basis, under set terms and conditions, that is open for acceptance by identified User on behalf of Canada during a specified period of time.

A separate contract is formed each time a call-up for the provision of Services is made against a SO. Canada's liability will be limited to the actual value of the call-ups made by the duly authorized Identified User within the period specified in the call-up.

1.2.1 Requirement

Public Works and Government Services Canada (PWGSC) invites interested offerors to respond to this RFSO for the provision of professional consulting services on potable water, wastewater effluent, surface water and *Legionella* assessment services within the National Capital Area (NCA). Work will consist primarily of duties within the NCA, however, projects may occur outside of the

NCA but within the National Capital Region (NCR). The services will be provided on an as and when required basis which will include but is not limited to the following:

- 1.2.1.1 Potable Water Quality Assessments.
- 1.2.1.2 Preparation of protocols, guidance and specification documents using National Master Specification (NMS) format as per the document *Doing Business in NCA*, and project plans for potable water and wastewater projects which may include engineer stamped Computer-Aided Design (CAD) drawings.
- 1.2.1.3 Potable Water Quality Risk assessments, including completion of plumbing profiles, vulnerability assessments and sanitary surveys.
- 1.2.1.4 Surface Water Quality Assessments.
- 1.2.1.5 Wastewater Effluent Assessment and Management.
- 1.2.1.6 Assessment for *Legionella* bacteria in potable and non-potable water systems, development of Legionella Bacteria Control Management Program (LCBMP) and auditing implementation of the LCBMPs in buildings.
- 1.2.1.7 Other services related to control of legionella in mechanical systems, potable water, wastewater and surface water.

To provide high quality project reports for the above-noted services and provided in a timely manner to PSPC for review and acceptance.

- 1.2.2 This RFSO will result in up to two (2) Regional Individual Standing Offers (RISO) valid for five (5) years
- 1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.
- 1.2.4 **COVID-19 vaccination requirement**
This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.
- 1.2.6 "The Phased Bid Compliance Process applies to this requirement."

1.3 Security Requirements

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

1.4 Debriefings

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

1.5 Anticipated migration to an e-Procurement Solution (EPS)

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

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

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>) 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: 180 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. **Epost format is preferred for ease of evaluation.**

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

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

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

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.

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 the province or territory where the work is performed.

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

2.6 Bid Challenge and Recourse Mechanisms

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

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

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

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

Section I: Technical Offer

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

Section II: Financial Offer

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

3.1.1 Electronic Payment of Invoices - Offer

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

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

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

3.1.2 Exchange Rate Fluctuation

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

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.1.3 Offeror's Proposed Sites or Premises Requiring Safeguarding Measures

- 3.1.3.1** As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror's and proposed individuals' sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 3.1.3.2** The Company Security Officer must ensure through the Contract Security Program that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder

has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to

determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid

of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation

4.1.2 Technical Evaluation

Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

Submission of Evidence

Submission of Evidence as described at **4.1.2.1 to 4.1.2.3** must be included with the Offeror's offer at time of solicitation closing.

The evidence provided by the offeror may be verified. PSPC reserves the right to verify information for completeness and accuracy and to confirm reference satisfaction with services provided.

4.1.2.1 Offeror's Experience and Past Performance

The Offeror must provide evidence of its recent years of experience and past performance by referencing two (2) recent, completed or ongoing project references for each of the work streams identified at 4.1.1.1.1, 4.1.1.1.2, 4.1.1.1.3 and 4.1.1.1.4. **The Offeror must complete the following grid in order to demonstrate that it has the required experience.**

- Recent, completed or ongoing project reference is defined as project reference rendered from January 2018 up to solicitation closing date.

4.1.2.1.1 Potable Water Quality and Risk Assessment

Name of client organization or client Company	Project Reference #1: _____	Project Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Scope of service(s) rendered <i>(use additional sheet (s) if space provided is not enough)</i>	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____

4.1.2.1.2 Wastewater Effluent Assessment and Management

Name of client organization or client Company	Project Reference #1: _____	Project Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Scope of service(s) rendered <i>(use additional sheet (s) if space provided is not enough)</i>	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____

4.1.2.1.3 Surface Water Quality Assessment

Name of client organization or client Company	Project Reference #1: _____	Project Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Scope of service(s) rendered <i>(use additional sheet (s) if space provided is not enough)</i>	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____

4.1.2.1.4 Legionella bacteria assessment in building water systems and development of Legionella Bacteria Control Management Programs.

Name of client organization or client Company	Project Reference #1: _____	Project Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Scope of service(s) rendered <i>(use additional sheet (s) if space provided is not enough)</i>	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____

4.1.2.2 Resource Experience and Past Performance

To carry out the work on this requirement, the contractor must have a **minimum resource of two (2) Senior, three (3) Intermediate, four (4) Junior Field Technicians, one (1) CAD Support Technician and one (1) Administrative Resource.** The CAD support technician and administrative resource will not be evaluated as part of this technical evaluation procedure.

The Offeror must provide evidence to demonstrate that proposed resources have the required experience and past performance by referencing at least two (2) project(s)/contract(s) satisfactorily completed wherein the employees have performed satisfactorily. The project(s)/contract(s) must be of comparable size, scope and complexity to the work described in Annex A, Scope of Work of this RFSO. The Offeror must complete the following grid, for each employee who will be performing work on this requirement, and must demonstrate that resources from each level (senior, intermediate and junior) has the necessary specified experience with projects directly related to potable water, waste water effluent monitoring, surface water, Legionella sampling or development of Legionella Bacteria Control Management Programs.

The Offeror must provide evidence to demonstrate that all proposed resources to perform the required work have the necessary specified experience **by completing the following grid and by providing comprehensive and verifiable CV with dates of employment.**

4.1.2.2.1 Senior Resources

The Offeror must complete the following grids for Senior Resources that will be performing work on this requirement in order to demonstrate that the proposed Senior Resources have a combined experience in the field of potable water, wastewater effluent, surface water and *Legionella* since 2010, as described in the statement of work in Annex A, by providing two (2) project references. The Offeror can add more resources to demonstrate that Senior Resources have the combined experiences in all 4 aspects.

Name of Senior Resource (1) with minimum 8 years experience acquired from January 2010 up to solicitation closing date: _____		
Number of years of experience in the field of potable water, wastewater effluent, surface water or Legionella: _____		
Name of client organization or client Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Short description of service(s) rendered	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____

Name of Senior Resource (2) with minimum 8 years experience acquired from January 2010 up to solicitation closing date: _____		
Number of years of experience in the field of potable water, wastewater effluent, surface water or Legionella: _____		
Name of client organization or client Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Short description of service(s) rendered	_____ _____ _____ _____	_____ _____ _____ _____

In order to ascertain that Senior Resources have combined experience in all 4 aspects of the requirement, place an X in the box for each of the aspects in which each manager has experience.

	Senior Resource 1	Senior Resource 2
Potable water		
Wastewater effluent		
Surface water		
Legionella		

4.1.2.2.2 Intermediate Resources

The Offeror must complete the following grids for Intermediate Resources that will be performing work on this requirement in order to demonstrate that Intermediate Resources have experience in the field of potable water, wastewater effluent, surface water and/or *Legionella* since 2015, as described in the statement of work in Annex A, by providing two (2) project references. The Offeror can add more resources to demonstrate that Intermediate Resources have the combined experiences in all 4 aspects.

Name of Intermediate Resource (1) with minimum 4 years experience acquired from January 2015 up to solicitation closing date: _____		
Number of years of experience in the field of potable water, wastewater effluent, surface water or Legionella: _____		
Name of client organization or client Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____(year/month/day) Completion date: _____(year/month/day)	Start date: _____(year/month/day) Completion date: _____(year/month/day)
Short description of service(s) rendered	_____ _____ _____ _____	_____ _____ _____ _____

Name of Intermediate Resource (2) with minimum 4 years experience acquired from January 2015 up to solicitation closing date: _____		
Number of years of experience in the field of potable water, wastewater effluent, surface water or Legionella: _____		
Name of client organization or client Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____

Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Short description of service(s) rendered	_____ _____ _____ _____	_____ _____ _____ _____

Name of Intermediate Resource (3) with minimum 4 years experience acquired from January 2015 up to solicitation closing date: _____		
Number of years of experience in the field of potable water, wastewater effluent, surface water or Legionella: _____		
Name of client organization or client Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____
Name and title of client contact who can confirm the information presented in the proposal	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Short description of service(s) rendered	_____ _____ _____ _____	_____ _____ _____ _____

In order to ascertain that Intermediate Resources have combined experience in all 4 aspects of the requirement, place an X in the box for each of the aspects in which each resource has experience.

Aspect	Intermediate Resource 1	Intermediate Resource 2	Intermediate Resource 3
Potable water			
Wastewater effluent			
Surface water			
Legionella			

4.1.2.2.3 Junior Field Technicians

The Offeror must complete the following grids for Junior Field Technicians that will be performing work on this requirement in order to demonstrate that Junior Field Technicians have experience in the field of potable water, wastewater effluent, surface water and *Legionella*, as described in the statement of work in Annex A, by providing two (2) project references. The Offeror can add more resources to demonstrate that Junior Resources have the combined experiences in all 4 aspects.

Name of Junior Field Technician (1) with minimum 1 year experience acquired from January 2018 up to solicitation closing date: _____		
Number of years of experience in the field of potable water, wastewater effluent, surface water or Legionella: _____		
Name of client organization or client Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____
Name and title of client contact who can confirm the information presented in the	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Short description of service(s) rendered	_____ _____ _____ _____	_____ _____ _____ _____

Name of Junior Field Technician (2) with minimum 1 year experience acquired from January 2018 up to solicitation closing date: _____		
Number of years of experience in the field of Potable water, Wastewater effluent, surface water or Legionella: _____		
Name of client organization or client Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____
Name and title of client contact who can confirm the information presented in the	Name: _____ Title: _____	Name: _____ Title: _____

Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Short description of service(s) rendered	_____ _____ _____ _____	_____ _____ _____ _____

Name of **Junior Field Technician** (3) with minimum 1 year experience acquired from January 2018 up to solicitation closing date: _____

Number of years of experience in the field of potable water, wastewater effluent, surface water or Legionella: _____

Name of client organization or client Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____
Name and title of client contact who can confirm the information presented in the	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Short description of service(s) rendered	_____ _____ _____ _____	_____ _____ _____ _____

Name of **Junior Field Technician** (4) with minimum 1 year experience acquired from January 2018 up to solicitation closing date: _____

Number of years of experience in the field of potable water, wastewater effluent, surface water or Legionella: _____

Name of client organization or client Company	Project/Contract Reference #1: _____	Project/Contract Reference #2: _____
Name and title of client contact who can confirm the information presented in the	Name: _____ Title: _____	Name: _____ Title: _____
Telephone and e-mail address of client contact	Phone Number: _____ E-mail: _____	Phone Number: _____ E-mail: _____
Performance period of the project	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)	Start date: _____ (year/month/day) Completion date: _____ (year/month/day)
Short description of service(s) rendered	_____ _____ _____ _____	_____ _____ _____ _____

In order to ascertain that Junjoir Resources have combined experience in all 4 aspects of the requirement, place an X in the box for each of the aspects in which each resource has experience.

Aspect	Junior Resource 1	Junior Resource 2	Junior Resource 3	Junior Resource 2
Potable water				
Wastewater effluent				
Surface water				
Legionella				

4.1.2.3 Additional requirements

Valid copies of training certificates, degrees and diplomas identified below **must** be submitted with the offer.

The personnel proposed as Senior, Intermediate, and Junior resources must have the following qualifications:

4.1.2.3.1 Two (2) Senior Resources

4.1.2.3.1.1 Must have graduated with a degree from a recognized university with a Bachelor of Science in Environmental Sciences, earth sciences, or a Bachelor of Engineering in fields related to water quality and/or wastewater effluent monitoring.

4.1.2.3.1.2 At least one senior resource must have graduated with a Bachelor of Engineering in fields related to water quality and/or wastewater effluent monitoring.

4.1.2.3.1.3 A resource that does not meet the minimum education requirements outlined in 4.1.1.3.1.1 can be considered as a senior resource if the individual can demonstrate a minimum of 14 years of relevant experience relating to potable water, wastewater, surface water or legionella.

4.1.2.3.2 Three (3) Intermediate Resources

4.1.2.3.2.1 Must have graduated with a degree from a recognized university with a Bachelor of Science or Environmental Studies or a Bachelor of Engineering in fields related to water quality and/or wastewater effluent monitoring.

4.1.2.3.2.2 A resource that does not meet the minimum education requirements outlined in 4.1.1.3.2.1 can be considered as a senior resource if the individual can demonstrate a minimum of 10 years of relevant experience relating to potable water, wastewater, surface water or legionella.

4.1.2.3.3 Four (4) Junior Field Technicians

4.1.2.3.3.1 Must have a Bachelor of Science or B.A in Environmental Studies or a diploma in Environmental Technology or a Bachelor of Engineering in fields related to water quality and/or wastewater effluent monitoring.

4.1.2.3.3.2 At least one (1) Junior Field Technician must have confined space entry training for the purpose of wastewater sampling equipment installation.

4.1.3 Financial Evaluation

4.1.3.1 Evaluation of Price - Offer

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Offerors must complete and submit a Financial Offer attached at Annex B in response to this RFSO. Upon completion of the technical evaluation, financial offers of all responsive offers will be evaluated

4.2 Basis of Selection

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive.

The two responsive offers with the lowest evaluated price will be recommended for issuance of a standing offers (ranked 1st and 2nd).

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.

5.1.2 COVID-19 vaccination requirement certification – Standing Offers

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation (see annex G), to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

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

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

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

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

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

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. Before issuance of a standing offer, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful Offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.
3. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

6.2 Employee Information for Security

The bidder should specify the following information regarding employees to provide services against any resulting contract:

Legal Name (First and Last)	Date of Birth or CISD Security ID #	Current Clearance Held

6.3 Insurance Requirements

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

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

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Facility Security Clearance at the level of SECRET**, with approved **Document Safeguarding at the level of PROTECTED B**, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to CLASSIFIED/PROTECTED information, assets or sensitive site(s) must EACH hold a valid personnel security screening at the level of **SECRET, or RELIABILITY STATUS**, as required, granted or approved by the CSP, PWGSC.
3. The Contractor **MUST NOT** utilize its **Information Technology systems** to electronically process, produce or store any sensitive PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted, these tasks may be performed at the **level of PROTECTED B**.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) *Contract Security Manual* (Latest Edition).

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

- 7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

- 7.2.2.2 The Company Security Officer must ensure through the Contract Security Program that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 Standard Clauses and Conditions

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 entitled E. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

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

The quarterly reporting periods are defined as follows: (dates below may be revised prior to issuance of Standing Offer)

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

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from _____ to _____.

7.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: François Rosso
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Real Property Contracting Directorate

Telephone: 613-297-1315

E-mail address: francois.rosso@tpsgc-pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority for the Standing Offer is:

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

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

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

7.5.3 Offeror's Representative

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.8 Call-up Procedures

The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User.

1. Ideal Distribution

Work will be called-up as follows:

- a. The Project Authority will establish the scope of work to be performed. For each individual call-up, firms will be considered using a computerized distribution system. This system will track all call-ups assigned to each firm and will maintain a running total of the Value of Business Distributed. The system will contain for each firm an Ideal Business Distribution percentage which has been established as per the table below:

Consultants	Ideal Business Distribution – 2 consultants retained	Ideal Business Distribution – 1 consultant retained
1 st Ranked	60%	100%
2 nd Ranked	40%	-
Total	100%	100%

The computerized distribution system will track the current Business Distribution (which is the current percentage of the value of business distributed that a firm has received in relation to the other firms) The Ideal Business Distribution is shown in the table above for each of the scenarios depending on the number of consulting firms retained. The Variation from the Ideal is the difference between the Current Business Distribution and the Ideal Business Distribution will be calculated, and it will represent how far the firm is over or under its Ideal Business Distribution. The firm that has the negative difference will be the one considered for the next call-up. Where very large volumes of work are being managed, multiple call-ups may be divided up between consultants to group similar types of projects (by client, task or project manager) to improve efficiency, however the overall goal is to achieve the ideal business distribution, except as noted below.

The dollar amount assigned in the distribution system will be made up of the most accurate dollar amount available. An estimate of the value of the required services will be used when selecting the firm. The estimate will be adjusted to the actual call-up dollar amount and further adjusted to include any amendments, if applicable.

Exceptions to the above distribution system:

In the following circumstances consultants may not achieve their Ideal Business Distribution if in Canada's opinion:

1. The firm is currently providing unsatisfactory service; or
2. The firm does not provide, a fair and reasonable price estimate for the work requested; or
3. The firm is not adequately able to meet all requirements as stated in the SOW; or
4. The firm has recently provided unsatisfactory service and has not yet sufficiently demonstrated that it has addressed outstanding issues.

Each firm will be monitored and evaluated on an ongoing basis during the standing offer period. Formal written feedback may be provided to the firms. Verbal feedback will occur frequently and

written comments are normally provided with each submitted report, however, firms must take responsibility for monitoring their own commitments with respect to deliverables.

The purpose of the monitoring is to ensure that firms are meeting their commitments with respect to delivery of service and are adequately able to meet the requirements as stated in the SOW. Three factors will be evaluated and rated: cost effectiveness, timeliness and quality. Should a firm be incapable of taking on additional work, as evidenced by a lack of ability to deliver services on previous or current call-ups or as described above, it will not be considered for additional call-ups at that time. Canada reserves the right to apply other remedial action if unsatisfactory performance is continued.

Examples of an unsatisfactory level of service are: schedules not being met; or quality control problems causing significantly reduced cost effectiveness.

Examples of not adequately meeting the requirements of the SOW are: lack of sufficient resources with requisite security clearance; or lack of requisite equipment available for timelines of project.

In order to be moved back into the call-up process a firm will need to demonstrate to the Departmental Representatives that it has corrected outstanding problems and resolved issues that caused the problems. Periods during which firms are not meeting their commitments may result in the Ideal Business Distribution being permanently altered as a result of inactivity. However, firms that occasionally turn down work due to other commitments will not be penalized.

- b. The firm will submit an offer to the Project Authority in accordance with the fixed hourly rates established under the Standing Offer. The offer shall include the category of personnel and the number of hours estimated/required to perform the work, as well as an estimate of proposed disbursements, if applicable.
 - c. For the preparation of bilingual documents, the firm would estimate the required number of hours and multiply by the hourly rates established in the Standing Offer. If the services of a translation firm are required to produce bilingual documents, these costs shall be treated as a disbursement.
 - d. A fixed fee or, where it is not possible or appropriate to agree upon a fixed fee, a time based fee to an upset limit will be established in accordance with the hourly rate(s) established in the Standing Offer.
2. The firm will be authorized by the Identified User to proceed with the work by issuance of a Call-up against the Standing Offer.
 3. Any proposed changes to the scope of work are to be discussed with the Project Authority, but any resulting changes can only be authorized by an amendment issued by the Identified User.

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 Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

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 \$400,000.00 (Applicable Taxes included).

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2035 (2021-12-02), General Conditions – Higher Complexity - Services ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Insurance Requirements;
- i) the Offeror's offer dated _____

7.12 Certifications and Additional Information

7.12.1 Compliance

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

7.12.2 SACC Manual Clauses

7.12.2.1 M3020C (2016-01-28) 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.

7.13 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the work is performed.

7.14 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

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

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported

on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid firm rates specified at Annex B, Financial Offer for work performed in accordance with the Contract. Applicable Taxes are extra.

7.5.2 Method of Payment

- a) Payment by Canada for the Work will be made following delivery, inspection and acceptance of the Work and upon presentation of invoices and any other substantiating documentation as Canada requires.
- b) Invoices must be submitted in accordance with the instructions contained in the article entitled "Invoicing Instructions".
- c) Travel and Living Expenses - Travel and Living Expenses must be included in the base fee. No travel outside the National Capital Region is anticipated for this requirement.

d) Payment to the Contractor

(i) Where delivery of services under a call-up will be less than 60 days, two invoices will be accepted; one at seventy-five (75) percent completion represented by submission of the draft final report and one for the remainder twenty-five (25) per cent upon completion and receipt of the final report.

(ii) Where delivery of services under a call-up will be more than 60 days, the Contractor shall be entitled to receive progress payments at monthly or other agreed intervals. Such payments shall be made not later than the due date. The due date shall be the 30th day following receipt of Invoice.

The monthly progress payment shall be calculated based on percentage task completion and/or productive hours performed times the appropriate hourly rate indicated in Pricing Schedule 1 - Financial Offer. The sum total of progress payments against any call-up shall not exceed 90% of the fixed lump sum established for the call-up.

Upon the satisfactory completion of all Services, the amount due, less any payments already made, shall be paid to the Contractor not later than 30 days after receipt of Invoice.

(iii) Invoice Submission - invoice shall be delivered to the Project Authority in the agreed format with sufficient detail and information to permit verification and substantiation as requested from time to time. The invoice shall also identify, as separate items:

- (a) the amount of the payment being claimed for Services satisfactorily performed;
- (b) the amount for any tax calculated in accordance with the applicable federal legislation, and
- (c) the total amount which shall be the sum of the amounts referred to in (a) and (b) above.

The amount of the tax shown on the invoice shall be paid by Canada to the Contractor in addition to the amount of the payment for Services satisfactorily performed.

7.5.3 SACC Manual Clauses

A9117C (2007-11-30), T1204 – Direct Request by Customer Department

7.5.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;

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

7.6 Invoicing Instructions

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;

Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7.7 Insurance Requirements

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

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

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

7.8 Dispute Resolution

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

7.9 Pre-Commencement Meeting

A pre-commencement meeting is mandatory for the Contractor prior to commencing any work and minutes of the meeting shall be taken. The time and place of this meeting will be determined by the Departmental Representative.

The contractor is to supply the Technical Authority with a copy of its safety policy as required by the applicable Provincial Occupational Safety and Health Regulations.

1. Objective

- 1.1 To provide professional consulting services on potable water, wastewater effluent, surface water and *Legionella* assessment services within the National Capital Area (NCA). Work will consist primarily of duties within the NCA, however, projects may occur outside of the NCA but within the National Capital Region (NCR). The services will be provided on an as and when required basis which will include but is not limited to the following:
 - 1.1.1 Potable Water Quality Assessments.
 - 1.1.2 Preparation of protocols, guidance and specification documents using National Master Specification (NMS) format as per the document *Doing Business in NCA*, and project plans for potable water and wastewater projects which may include engineer stamped Computer-Aided Design (CAD) drawings.
 - 1.1.3 Potable Water Quality Risk assessments, including completion of plumbing profiles, vulnerability assessments and sanitary surveys.
 - 1.1.4 Surface Water Quality Assessments.
 - 1.1.5 Wastewater Effluent Assessment and Management.
 - 1.1.6 Assessment for *Legionella* bacteria in potable and non-potable water systems, development of Legionella Bacteria Control Management Program (LCBMP) and auditing implementation of the LCBMPs in buildings.
 - 1.1.7 Other services related to control of legionella in mechanical systems, potable water, wastewater and surface water.
- 1.2 To provide high quality project reports for the above-noted services and provided in a timely manner to PSPC for review and acceptance.

2 Definition of Terms

- 2.1 "Sanitary survey" is an on-site review, from intake to tap, of a water utility's raw water quality, facilities, equipment, operations, and maintenance records for the purpose of evaluating the utility's ability to adequately treat source water in order to produce and deliver safe drinking water. Sanitary surveys vary depending on the type and complexity of the system. A sanitary survey, in combination with a vulnerability assessment and baseline chemical analysis, provides the information required to develop an appropriate monitoring program and treatment regime.
- 2.2 "Call-up" against a Standing Offer (SO) is an order issued under the authority of a duly authorized user against a particular SO. Communication of a call-up against a SO to the Contractor constitutes acceptance of the SO to the extent of the services being ordered and causes a contract to come into effect. The parties to the contract that comes into effect when a call-up against a SO is made are Canada, as represented by PSPC and the Contractor.
- 2.3 "Vulnerability assessment" is a comprehensive assessment of the vulnerability of the source water in the environment. It includes three elements:
 - 2.3.1 Delineation of watersheds, aquifers and their protection areas;
 - 2.3.2 Identification of hazards, including contaminants of concern and their sources (where possible to determine);
 - 2.3.3 Assessment of susceptibility to contamination and ranking of the hazards.
- 2.4 "Plumbing profile" is a profile of a building's plumbing including inventory of pipe and solder materials as well as detailed information on dead-ends, point-of-entry and longest-residence-time (LRT) fixtures.
- 2.5 "Non-peak hours" refers to times when building occupancy loads are minimal, typically during evenings and weekends. Evening hours are considered by PSPC to be between 6:00 p.m. and 6:00 am.

-
- 2.6 "Emergency Response" refers to a request for services called-up against the SO where there is a stated high risk to human health and safety or significant damage to a building likely to occur if rapid response and corrective action are not undertaken within a 4 hour time frame, 24 hours per day, 7 days a week including holidays.
- 2.7 "Rapid Response" PSPC understands the term rapid response to mean within 24 hours the service provider would respond to a call-up request made against the SO. In this case, the response would be the provision of cost estimates, and a schedule for work to be implemented in the shortest possible time within a 24 hour time frame, including weekends and holidays.
- 2.8 "Junior Field Technician" are expected to be capable of independently providing services for small and relatively simple projects.
- 2.9 "Intermediate resources" are expected to be able to respond to most typical projects and lead small teams.
- 2.10 "Senior resources" are expected to be required for larger or more complex projects or where there is a need to lead a larger team. They are responsible for implementing appropriate QA/QC procedures.
- 2.11 The "National Capital Area" (NCA) boundary for PSPC is recognized as the Regional Municipality of Ottawa-Carleton boundary in the province of Ontario and the Outaouais Regional Community in the province of Québec.
- 2.12 The "National Capital Region" (NCR) is bounded on the west by a north-south line running from Petawawa to Kingston, as far north as Maniwaki, Québec, on the east by the Ontario-Québec border on the south by the St. Lawrence River (includes Gatineau-Maniwaki and Masson-Angers areas).
- 2.13 "Terms of Reference" show how the scope will be defined, developed, and verified. They should also provide a documented basis for making future decisions and for confirming or developing a common understanding of the scope among stakeholders.
- 2.14 "Scope of Work" (SOW) is the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party. The SOW should also contain a timeline for all deliverables.

3 Sampling Parameters

- 3.1 For potable water quality assessments, parameters that may be requested for analysis include, but are not limited to:
- Bacteriological (e.g. total coliforms, *Escherichia coli* (*E. coli*));
 - Metals (e.g. Guidelines for Canadian Drinking Water Quality (GCDWQ) metals, including but not limited to, aluminum, arsenic, barium, boron, cadmium, chromium, copper, iron, lead, manganese, mercury, selenium, zinc and uranium);
 - General chemistry parameters (including, but not limited to, pH, alkalinity, hardness, total suspended solids, specific conductivity, sulphate, chloride, fluoride, ammonia, nitrate, nitrite, total Kjeldahl nitrogen, calcium, magnesium, sodium, potassium, total dissolved solids, and ion balance);
 - Turbidity, hydrogen sulphide, radiological parameters, haloacetic acids, and trihalomethanes;
 - Organics;
 - PFAS/PFOAs; and
 - On site pH measurements as well as free and total chlorine residuals may also be required. The equipment used for field measurements must have adequate accuracy and range of measurement to allow for comparison with the applicable federal and provincial guidelines and standards for these parameters.

The field equipment proposed for use will be submitted for approval by the PSPC Authorized Representative.

3.2 For surface water assessments, parameters that may be requested for analysis include, but are not limited to:

- Temperature and pH;
- Bacteria (*E. coli* and Total coliforms);
- Alkalinity as CaCO₃;
- Hardness as CaCO₃;
- Total Dissolved Solids;
- Total Suspended Solids;
- Turbidity;
- Chloride, Fluoride, Sulphate;
- Total Ammonia, Nitrate, Nitrite, Total Kjeldahl Nitrogen;
- Metals (Al, Sb, As, Ba, B, Cd, Cr Total, Cu, Fe, Pb, Mn, Hg, Se, U, Zn); and,
- Other parameters to confirm compliance with federal and provincial surface water criteria.

The field equipment proposed for use will be submitted for approval by the PSPC Authorized Representative.

3.3 For wastewater assessments, parameters that may be requested for analysis include, but are not limited to:

- Parameters in the Sewer-use-By-Laws applicable in the NCA/NCR;
- Parameters normally included in Special Discharge Agreement as per Sewer-use-By-laws; and,
- Other parameters of concerns related to specific federal department activities, specific facility septic installations and stormwater and sanitary discharge locations.

The field equipment proposed for use will be submitted for approval by the PSPC Authorized Representative. Selected sampling method shall limit turbidity during the sampling event.

3.4 For the assessment of *Legionella* bacteria in both potable and non-potable water systems, as described in the PSPC MD 15161 Directive - Control of *Legionella* in Mechanical Systems, parameters and analytical methods that may be requested include, but are not limited to:

- Dip-slide test;
- *Legionella* bacteria culture test;
- Quantitative Polymerase chain reaction (qPCR) test; and
- Oxidant residual analysis.

4 Sampling Locations

4.1 For the potable water quality assessments, the sampling and analytical requirements will generally include: identification of the facility(ies) to be sampled; the sampling locations within the designated facility(ies); and the parameters to be examined. In certain cases, the Contractor may be requested to complete an initial site visit to determine the locations to be tested in the facility. Typically, the specific details associated with the proposed water quality assessment will be provided to the Contractor in writing approximately 2 weeks in advance of the proposed work with the exception of cases requiring Emergency Response or Urgent Response. The Contractor will be paid for actual hours rendered in accordance with the basis of payment.

4.2 For the wastewater effluent assessments, sampling locations will be specified at the time of the request for services and may include, but are not limited to, the following: sanitary or storm sewer manholes, utility manholes, p-traps, storm drains and outlets such as ditches, creeks or wetlands.

4.3 For surface water assessments, sampling locations may include, but are not limited to, the following: creeks; streams; wetlands, ditches; culverts; lakes and rivers.

4.4 For the assessment of *Legionella* bacteria in both potable and non-potable water systems, sampling locations may include, without being limited to, storage tanks or reservoirs in the cooling tower system, cooling tower basins, filter assemblies, drain pans and shower facilities.

5 Laboratory Services

Obtaining analytical services for water and wastewater samples collected during the course of work is the sole responsibility of the Contractor. Samples must be analyzed by a laboratory holding current, valid accreditation from the Canadian Association of Laboratory Accreditation Inc. (CALA), the Standards Council of Canada (SCC) and/or equivalent, in accordance with the International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 17025, and the analytical parameters must be within the Laboratory's scope of testing for the matrices specified. Any additional accreditation bodies will be reviewed by PSPC to evaluate equivalency. PSPC reserves the right to request a second, third and fourth estimate for services if the initial estimates are not found to be fair and reasonable.

PSPC will pay such laboratory services based on the actual cost charged by the accredited laboratory. Contractor must submit invoice from the accredited laboratory in order to claim for payment of the identified laboratory services.

6 Sample Collection Protocol

6.1 Potable Water

6.1.1 In completing potable water sample collection and coordination of sample analyses described in Public Services and Procurement Canada, Drinking Water Sampling Procedures Manual, the Contractor must follow the procedures outlined in the Potable Water Sampling Procedures developed by the Interdepartmental Water Quality Training Board, unless otherwise specified in the description of work of the call-up. Copies of these procedures will be made available upon award of the Standing Offer.

6.2 Surface water

6.2.1 Surface water sampling shall be completed in accordance with applicable regulations protocols, guidelines listed at section. Specific sampling protocol includes, but is not limited to, the following:

6.2.1.1 Guide d'échantillonnage à des fins d'analyses environnementales (Québec)

6.2.1.2 Canadian Council of Ministers of the Environment (CCME), 2011. Protocols Manual for Water Quality Sampling in Canada.

6.3 Wastewater

6.3.1 Wastewater sampling shall be completed in accordance with applicable regulations, protocols, guidelines. Specific sampling protocol includes, but is not limited to, the following:

6.3.1.1 Ontario Ministry of the Environment (MOE), Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater Version: 2.0 January 1, 2016

6.3.1.2 Canadian Council of Ministers of the Environment (CCME), 2011. Protocols Manual for Water Quality Sampling in Canada

6.3.1.3 Guide d'échantillonnage à des fins d'analyses environnementales (Québec).

6.4 Legionella

6.4.1 Water sampling for Legionella testing shall be completed in accordance with the PSPC Standard MD 15161 – 2013: Control of Legionella in Mechanical System (Appendix C).

6.5 Any cost(s) resulting from re-testing as a result of Contractor damage or alteration to samples during, handling, storage and delivery will be the responsibility of the Contractor.

7 Scope of Work

Responsibilities of the Contractor include:

7.1 Potable Water Quality Assessments

- 7.1.1 It is estimated that the project duration under any resultant call-up will be three (3) to four (4) weeks for potable water quality assessments (excluding any resampling required based on non-compliant results). All tasks must be completed within the time period designated within each call-up. There may be a need for a "rush turnaround". This means that following notification by the Technical Authority (TA), the Contractor must collect and deliver the samples to the accredited third-party laboratory within twenty-four (24) hours. Preliminary reporting of analytical results must be completed immediately upon receipt of the laboratory reports.
- 7.1.2 Collection of water samples from the locations specified in the project specific description of work under each call-up. In addition, the Contractor will notify the TA of any fixtures encountered (drinking fountains, kitchen and cafeteria sinks, etc.) that are not referred to in the description of work. Should sampling be required at the additional locations, the TA can instruct the Contractor to conduct the work while still on-site. The sampling must be conducted according to established sampling protocols, as detailed in the most recent version of the Public Services and Procurement Canada, Drinking Water Sampling Procedures Manual. This task may include arranging for pickup or delivery of the necessary containers from the accredited third-party laboratory facility prior to collection, and scheduling the time for sample collection with on-site personnel (contact person to be provided by the TA) at the designated facility(ies).
- 7.1.3 Coordinate the analyses of the samples collected. The TA will specify all parameters to be analyzed for each individual call-up. The samples collected are to be sent to the accredited third-party laboratory for analysis within twenty-four (24) hours of sample collection (if not the same day), unless otherwise specified. The samples are to be sent to the accredited third-party laboratory, as per the instructions in Public Services and Procurement Canada, Drinking Water Sampling Procedures Manual. This task includes arranging for prompt receipt of the results from the accredited third-party laboratory and ensuring that the results are provided to the Contractor and TA concurrently.
- 7.1.4 Analytical results are to be promptly reviewed upon receipt (within 24 hours of receipt for health-related parameters, and 36 hours for other parameters). Review the results of the laboratory analyses immediately upon receipt and perform an evaluation of these results by comparing them to the most recent versions of the following drinking water guidelines and standards, where applicable:
 - 7.1.4.1 Guidelines for Canadian Drinking Water Quality (GCDWQ)
 - 7.1.4.2 Ontario Drinking Water Quality Standards (ODWQS)
 - 7.1.4.3 Technical Support Document for Ontario Drinking Water Standards, Objectives and Guidelines
 - 7.1.4.4 Regulations Respecting the Quality of Drinking Water in Québec (RRQDW)

Any results that exceed the applicable limits as per the guidelines/standards must be immediately reported to the TA, and should be followed by a brief, but detailed, summary of appropriate corrective action recommendations.

- 7.1.5 The consultant will arrange for all sample results to be uploaded by the accredited laboratory into the PSPC database, as required by the TA.
- 7.1.6 Summarize all activities performed (7.1.2 and 7.1.3) and results obtained (7.1.4) in a report and submit an electronic copy of the draft report to the TA for approval within the

specified timeline. Refer to Section 8 of this SOW (Reporting Requirements) for specific instructions regarding the content and submission of this report.

7.2 Potable Water Quality Risk Assessments

Potable water risk assessment services will include, but not be limited to, the following:

7.2.1 Overview

- 7.2.1.1 Evaluate the source water – complete a hazard assessment
- 7.2.1.2 Evaluate the current treatment and distribution system
- 7.2.1.3 Create a plumbing profile
- 7.2.1.4 Conduct a sanitary survey
- 7.2.1.5 Conduct a vulnerability assessment
- 7.2.1.6 Perform a baseline potable water sampling
- 7.2.1.7 Develop a drinking water monitoring program
- 7.2.1.8 Elaborate risk mitigation and/or remediation plans

7.2.2 General tasks related to Potable Water Risk Assessments

It is estimated that the project duration under any resultant Call-up will be eight (8) to twelve (12) weeks for potable water risk assessments. All tasks must be completed within the time period designated in each Call-up.

In general, the requirements for potable water risk assessments will include the following tasks:

- 7.2.2.1 Provide an evaluation of the source water for the specified facility. This evaluation will include, but not be limited to, the delineation, geology, and associated land uses of the watershed surrounding the facility, evaluation of historical source water quality data, evaluation of the watershed vulnerability to contamination, as well as any environmental issue that may form part of the evaluation.
- 7.2.2.2 Provide an evaluation of the current treatment and distribution system within the facility. This part of the risk assessment will include, but not be limited to, the evaluation of existing pumps, disinfection systems, booster/pressure tanks, operation and maintenance of equipment, as well as logging of backflow preventers and any cross-connected distribution system piping.
- 7.2.2.3 Additional baseline potable water and/or source water sampling must be conducted during the risk assessment for analysis as per the procedures outlined in the Guidance for Providing Safe Drinking Water in Areas of Federal Jurisdiction to establish typical water quality.
- 7.2.2.4 The development and/or recommendation of a site-specific water quality monitoring program must be completed. Using the results from 7.2.2.1, 7.2.2.2 and 7.2.2.3, coupled with all pertinent legislation (federal and provincial), a monitoring program must be created that specifies the sampling location, parameters to be analyzed, and the frequency of sampling (including a rough cost estimate to perform the suggested monitoring program). The monitoring program must be reflective of the size of the facility and the estimated number of consumers it could serve.
- 7.2.2.5 A range of recommendations must be presented to appropriately manage the potential contaminant sources that could include, but not be limited to, the presentation of water quality treatment options, as well as all associated cost estimates for the system.
- 7.2.2.6 Summarize all activities performed (Tasks 7.2.2.1 to 7.2.2.5) in a report and submit an electronic copy of the draft report to the TA for approval. Refer to Reporting Requirements for specific instructions regarding the content and submission of this report.

7.3 Surface Water Quality Assessments

- 7.3.1 Surface water quality assessments may be required. These assessments are to be completed in accordance with the appropriate federal and provincial sampling protocol, with comparison of analytical results to the appropriate federal and provincial (i.e. Ontario and Québec) water quality objectives. The specific tasks are similar, but not limited to, those outlined in Section 7.4 and 7.5 of this SOW.

7.4 Wastewater Effluent Audits

- 7.4.1 The tasks associated with the completion of a wastewater effluent audit will vary depending on the site. The TA will specify the components to be included in these evaluations, as well as identify the type of facility to be evaluated and existing information that will be available (chemical inventories, waste disposal practices, site plans and sewer network, previous sampling results, etc.).
- 7.4.2 Wastewater effluent management may include an assessment of the facility's discharge compliance or due diligence using a phased approach. Wastewater effluent audit may, therefore, range from the development of a Facility Specific Inventory of Substances (FSIS) and a Facility Specific Substances of Concern List (FSSCL) to extensive assessment of the current installation, operations and procedures and, to the development of an action plan and site specific compliance program to meet applicable regulations.
- 7.4.3 In general, the requirements for wastewater effluent audits will include the following tasks:
- 7.4.3.1 Development of the Facility Specific Inventory of Substances (FSIS) and the Facility Specific Substances of Concern List (FSSCL) for the site. The methods outlined in An Approach for Assessing and Managing Wastewater Effluent Quality for Federal Facilities, must be followed throughout the completion of this task. The tasks to be completed in the development of the FSIS will vary depending on the existing documents for the facility, however, they will generally include compilation of a complete inventory of potentially hazardous substances as well as non-hazardous substances which are regulated by the relevant sewer use discharge by-laws and other applicable regulations.
- 7.4.3.2 Development of the FSSCL will include comparison of the list of parameters in the FSIS with all applicable guidelines, regulations and by-laws (e.g. Municipal Sewer Use By-Law, Federal Discharge Guidelines including Canadian Environmental Protection Act (CEPA) Schedule 1, Action on the Release and Elimination of Toxic Substances (ARET), etc.). In general, parameters that are listed on the FSIS and in any guidelines, regulations and/or by-laws that have a medium to high probability of entering the waste stream of the facility, will be included on the FSSCL.
- 7.4.3.3 In the event that the FSSCL demonstrates the need to conduct wastewater effluent monitoring in a facility, the Contractor will be requested to prepare a wastewater sampling plan. The plan must be based on the final list of parameters on the FSSCL and will recommend the appropriate sampling locations, parameters, sample collection frequency, sampling protocol, and other details relevant to an effluent monitoring program.
- 7.4.3.4 Based on the wastewater effluent sampling plan, the Contractor may be requested to conduct wastewater effluent sampling and compliance reporting for the facility. If so, a detailed sampling methodology will be established in the description of work at the time of the Call-up. Samples collection must be collected as per section 7.5.
- 7.4.3.5 Provide a comprehensive understanding of historical reports, data, agreements and measures recommended and implemented at the site.

- 7.4.3.6 Provide an evaluation of the current procedures, operations and treatment systems within the facility. This part of the audit will include, but not be limited to, the evaluation of existing standard operating procedures and best management practices, evaluation of key equipment on site, treatment systems, operation and maintenance of equipment.
 - 7.4.3.7 Provide description of the sewer network conditions and layout. Work may range from the conduction of a desktop review of current maps to a detail on-site inspection of sewer.
 - 7.4.3.8 The development and/or recommendation of a site-specific wastewater compliance program.
 - 7.4.3.9 The development of specific site criteria such using per example a risk assessment approach to derive response thresholds for specific parameters.
 - 7.4.3.10 Provide recommendations to appropriately manage the potential and/or confirmed contaminant sources that could include, but not be limited to, the presentation of wastewater quality treatment options, the presentation of new operating procedures or change in operations as well as the included associated cost estimates for those recommendations.
 - 7.4.3.11 Summarize all activities performed in a report and submit an electronic copy of the draft report to the TA for approval. Refer to Reporting Requirements for specific instructions regarding the content and submission of this report.
- 7.5 Wastewater effluent (storm and sanitary) monitoring/sampling
- 7.5.1 Wastewater effluent monitoring/sampling will include, but not be limited to, the following:
 - 7.5.1.1 Collection of wastewater samples from the locations specified in the project specific description of work under each call-up. Should sampling be required at the additional locations, the TA can instruct the Contractor to conduct the work while still on-site. Collection activities may include:
 - 7.5.1.1.1 Arrange for pickup or delivery of the necessary containers from the accredited third-party laboratory facility prior to collection;
 - 7.5.1.1.2 Schedule the time for sample collection with on-site personnel (contact person to be provided by the TA) at the designated facility(ies);
 - 7.5.1.1.3 Air quality monitoring with a multi-gas analyzer (including but not limited to Carbon Monoxide, Oxygen, Methane and Hydrogen Sulfide) in the vicinity of the sanitary sewer sampling locations prior to and following removal of the manhole cover.
 - 7.5.1.1.4 Wastewater sampling according to established and applicable sampling protocols and guidelines listed at section 6.3 and 13 and in each call-up.
 - 7.5.1.1.5 Collect appropriate numbers of duplicates, field blanks, trip blanks, etc. are to be collected and tested for quality assurance purposes; the TA will specify the number and types of samples to be collected in the description of work under each individual call-up.
 - 7.5.1.1.6 Adhering to the laboratory's requirements for sample bottles, sample preservation, holding time, as well as sample handling and storage, in accordance with the associated analytical methods and industry standards.
 - 7.5.1.1.7 Prepare detailed field notes for each project including, but are not limited to: the sample identification, the parameter(s) to be tested for, observations (e. g. colour, clarity, odour flow, sheen), and the name of the individual who is collecting the samples.
 - 7.5.1.2 Provide traffic control if due necessary.

7.5.1.3 Coordination of the analyses of the samples collected.

- 7.5.1.3.1 The TA will specify all parameters to be analyzed for each individual call-up. The samples collected are to be sent to the accredited third-party laboratory for analysis within twenty-four (24) hours of sample collection (if not the same day), unless otherwise specified.

7.5.1.4 Analytical review of the sample collected

- 7.5.1.4.1 Preliminary reporting of analytical results must be completed immediately upon receipt of the laboratory reports and share with TA.
- 7.5.1.4.2 Results of the wastewater effluent monitoring must be compared with the applicable guidelines, by-laws and regulations to assess the status of the facility's wastewater compliance.

7.5.1.5 Reporting

- 7.5.1.5.1 Summarize all activities performed and results obtained in a report and submit an electronic copy of the draft report to the TA for approval as per project specific schedule under each call-up of receipt. In the event that the results of the compliance evaluation indicate that the concentration of a given parameter is above the limits specified, recommendations, including an action plan, may be inquired to address the exceedances.

- 7.5.1.5.2 Refer to Section 8 of this SOW (Reporting Requirements) for specific instructions regarding the content and submission of this report

7.5.1.6 All tasks must be completed within the time period designated within each call-up. There may be a need for a "rush turnaround". This means that following notification by the TA, the Contractor must collect and deliver the samples to the accredited third-party laboratory within twenty-four (24) hours of notice.

7.5.1.7 Any cost(s) resulting from re-testing as a result of Contractor damage or alteration to samples during handling, storage and delivery will be the responsibility of the Contractor.

7.6 Assessment for *Legionella* Bacteria in Potable and Non-Potable Water Systems

- 7.6.1 Dip-slide test as and when required, as described in the PSPC MD 15161 Directive – Control of *Legionella* in Mechanical Systems.
- 7.6.2 *Legionella* bacteria culture test as and when required, as described in the PSPC MD 15161 Directive – Control of *Legionella* in Mechanical Systems and in conformance with ISO 11731-1998 and ISO/TS 11731-2-2004. Laboratory analysis is to be conducted at a laboratory with a third-party accreditation, as outlined in Section 5.
- 7.6.3 qPCR test as and when required, as described in the PSPC MD 15161 Directive – Control of *Legionella* in Mechanical Systems and in conformance with ISO/TS 12869. Laboratory analysis is to be conducted at a laboratory with a third-party accreditation, as outlined in Section 5.
- 7.6.4 Monitoring of chlorine or oxidant residual in water systems in accordance with PSPC MD 15161 Directive – Control of *Legionella* in Mechanical Systems.

7.7 Development of *Legionella* Bacteria Control Management Program (LCBMP)

- 7.7.1 Development of site specific LCBMPs for individual facility(ies) in compliance with the Public Works and Government Services Canada MD 15161 – 2013 Control of *Legionella* in Mechanical Systems.
- 7.7.2 Update existing LCBMP documents as required by the Public Works and Government Services Canada MD 15161 – 2013 Control of *Legionella* in Mechanical Systems.

Updates may be required on a five year cycle or when changes are brought to any legionella susceptible systems.

7.8 Auditing implementation of the LCBMPs in buildings

- 7.8.1 Implement an Audit program reviewing compliance of building operations with the Public Works and Government Services Canada MD 15161 – 2013 Control of Legionella in Mechanical Systems Standard for Building Owners, Design Professionals, and Maintenance Personnel and the site specific LCBMP.
- 7.8.2 Audit program may include a site visit, duplicate sampling, review of documentation including operations manuals and interviews with site personnel, providing conclusions ensuring compliance with the site specific LCBMP, as well as recommendations to improve the LCBMP or how it is implementation.

7.9 Preparation of Protocols, Guidance Documents and National Master Specifications

- 7.9.1 Preparation of protocols and guidance documents, as and when directed by PSPC related to potable water, surface water, wastewater and, or Legionella growth in mechanical systems.
- 7.9.2 Preparation of specifications according to most recent version of National Master Specification (NMS) format.
- 7.9.3 Preparation of site plan drawings (CAD) according to PSPC approved format, stamped by engineer which meets PSPC format (NMS).

8 Language Capability

Unless specified otherwise in the call-up, the Contractor must conduct the work and prepare all study documentation, drafts and final copies of the service report in the English language.

The Contractor may be required to translate documents, correspond or liaise with other government authorities or private sector representatives in English and/or French, as specified in the call-up. The Contractor must meet any and all language requirements as necessary.

9 Reporting Requirements

- 9.1 Reporting requirements will be provided in the Project Terms of Reference.
- 9.2 Reporting requirements may vary according to the specific Project Terms of Reference and will be identified in the individual call-ups. However, all reports generated for resulting services under Sections 7 (of the SOW) may be required to include any of the following factors:
 - 9.2.1 Standing Offer number, requisition number (call-up number), project name and number (if assigned), TA name;
 - 9.2.2 Description of project history/background;
 - 9.2.3 Description of project activities/project scope, including the description of the facility and overall organization of the report;
 - 9.2.4 Description of regulatory framework;
 - 9.2.5 Description of all methodologies and/or processes used in the project/study;
 - 9.2.6 Description/Presentation of all results obtained including tabulation of all analytical results, sketches, diagrams, and field notes where applicable;
 - 9.2.7 An evaluation or discussion of all results showing trends and/or anomalies and interpretations of QA/QC;
 - 9.2.8 Concrete conclusions and/or recommendations regarding all results presented;
 - 9.2.9 Inclusion of all supporting laboratory data/reports and field notes as an appendix to relevant reports;
 - 9.2.10 Supporting information, including a summary and interpretation of technical and environmental studies, maps, or other information relevant to the project;

9.2.11 A fully detailed annotated bibliography for any references cited and/or used in the report/project; and

9.2.12 A statement of closure.

9.3 A QC/QA review must be performed by a senior before submission of any draft and/or final reports.

10 Contractor responsibilities

Contractor responsibilities will vary according to the TA's Terms of Reference for the particular project.

11 General Requirements

11.1 Progress Reporting and Meetings

11.1.1 Progress Reports:

11.1.1.1 Project Specific Reporting

Written progress reports in the form of 1 to 4 page emails may be required every two weeks or otherwise specified by the TA in the individual Call-up and should include a synopsis of work completed during the latest reporting period and the projected work plan for the following period. The Contractor must be prepared to meet with the TA and discuss any matters concerning the progress and findings of the site investigation, consultations or analysis which can include formal presentation. Any concerns regarding project timing or budget must be raised in these reports.

11.1.1.2 Monthly Financial Reporting

Every month the Contractor must send the TA a spreadsheet report detailing financial updates, and percentage complete for all projects.

11.1.2 Meetings

The Contractor must attend meetings as requested by the TA. Personnel in attendance must include the Contractor's project leader and representative(s) familiar with all technical aspects of the project. The Contractor will be paid for actual hours rendered in accordance with the basis of payment. The Contractor must prepare minutes of the meetings with a draft sent to the TA for review and approval prior to their dissemination for action. At the discretion of the TA, the Contractor may be required to maintain an action item list.

11.2 Quality Assurance and Quality Control:

QA/QC measures must be explicitly identified in the Contractor's work plans and project reports. The Contractor is expected to identify and adhere to acceptable quality assurance and quality control (QA/QC) procedures throughout the project.

To ensure the quality of the services being performed, periodic quality control checks may be undertaken by the TA through such means as accompanying the Contractor during sample collection or using a third party for confirmation of analytical results.

The Contractor must ensure appropriate care during collection, handling, storage, and transportation of samples.

11.3 Health and Safety Program:

Where necessary, a detailed health and safety plan must be maintained on site at all times. Adherence to the health and safety measures specified in that plan must be mandatory for all onsite personnel and all site visitors.

The Contractor must ensure that the services required under each individual call-up are conducted in accordance with all applicable occupational health and safety legislation and regulations. The Contractor's field staff are responsible for familiarizing themselves with the emergency/security procedures specific to each PSPC work site. If the PSPC site contact (established by the TA in the

description of work of an individual Call-up) does not, upon request of the Contractor's field staff, furnish directions concerning emergency/security procedures, the TA is to be notified.

11.4 Responsibilities and Communication:

All formal communication (e.g. letters of direction, approvals, etc.) will be between the TA and the Contractor. Communications on behalf of the client will first be approved by the PSPC TA.

Any requests from clients, building occupants, the media or other will be referred to the TA.

11.5 Deliverables:

All documented deliverables should be provided to the TA in an electronic draft format for comment prior to delivery of final product. Final reports will be provided in electronic format, and, upon request, in hard copy which should be double sided and bound, with colour graphics as appropriate. Reporting requirements are described in section 9.

Electronic copy of the draft report is to be submitted within the timeline specified by TA in the individual Call-up. The electronic copy is to be provided in Microsoft Word format, with the appendices provided in the associated original electronic format (e.g. Microsoft Excel, etc.). The TA will review the draft report and will provide comments and/or request changes if necessary. The Contractor must finalize and submit the final report to the TA within the timeline specified by the TA in the individual Call-up.

The method of delivery of the report may be requested in any of the formats as described in the description of work for each individual Call-up.

12 Travel

When travel is required, the Contractor is responsible for all travel arrangements to perform the work at no additional cost to each call-up. Travel outside of NCA will be paid in accordance with the "Basis of Payment".

13 References

The following references are listed as guidance documents. This list is not complete and therefore, the Contractor must ensure that all applicable references are used. References for specific topics will be required on a case by case basis. Should more current versions become available during the life of the Standing Offer, the newer versions will take precedence and be referred to in subsequent work/reports.

13.1 Guiding Documents

- PSPC Departmental Policy 074 - PSPC Environmental Policy
- PSPC Real Property Branch Policy - Good Neighbour Policy
- Guidelines for Canadian Drinking Water Quality (GCDWQ)
- *Ontario Drinking Water Quality Standards (ODWQS)*
- Technical Support Document for Ontario Drinking Water Standards, Objectives and Guidelines
- Guidance for Providing Safe Drinking Water in Areas of Federal Jurisdiction - Interdepartmental Working Group on Drinking Water (IWGDW)
- Water Sampling - Interdepartmental Water Quality Training Board
- Procedures for Conducting Water Sampling in Federal Facilities - Interdepartmental Water Quality Training Board
- PSPC Drinking Water Sampling Procedures Manual
- Procédure de la province de Québec: Prise d'échantillon pour mesurer la concentration de plomb dans l'eau consommé dans les installations des centres de la petite enfance et des garderies subventionnées
- Current Sustainable Development Strategies of Departments and Associated Policies
- PSPC Wastewater Management Guide

- An Approach for Assessing and Managing Wastewater Effluent Quality for Federal Facilities - Wastewater Working Group of the Federal Committee on Environmental Management Systems
- Municipal Sewer-Use By-Laws
- PSPC MD 15161 Directive - Control of *Legionella* in Mechanical Systems
- Ontario Ministry of the Environment (MOE), Protocol for the Sampling and Analysis of Industrial/Municipal Wastewater Version: 2.0 January 1, 2016
- Canadian Council of Ministers of the Environment (CCME), 2011. Protocols Manual for Water Quality Sampling in Canada
- Guide d'échantillonnage à des fins d'analyses environnementales (Québec)

13.2 Federal Regulatory Requirements

- *Fisheries Act*
- *Canada Environmental Protection Act*
- *Wastewater Systems Effluent Regulations*
- *Canada Labour Code*
- *Canada Occupational Health and Safety Regulations*

13.3 Ontario Regulatory Requirements

- *Ontario Occupational Health and Safety Act*
- *Ontario Environmental Protection Act*
- *Ontario Water Resources Act*
- *Ontario Safe Drinking Water Act*
- *Ontario Regulation 169, Drinking Water Quality Standards*
- *Ontario Regulation 170, Drinking Water Systems*
- *Ontario Regulation 243, Schools, Private Schools and Day Nurseries*
- *Health Protection and Promotion Act*
- *Ontario Regulation 319, Small Drinking Water Systems*

13.4 Québec Regulatory Requirements

- *Regulations Respecting the Quality of Drinking Water in Quebec (RRQDW)*
- *Loi sur la santé et la sécurité au travail (Québec)*
- *Loi sur la qualité de l'environnement (Québec)*
- *Loi sur la conservation et la mise en valeur de la faune (Québec)*
- *Règlement sur les matières dangereuses (Québec)*
- *Règlement sur les ouvrages municipaux d'assainissement des eaux usées (Québec)*

13.5 Municipal Regulatory Requirements

- *City of Ottawa Sewer-use By-law No. 2003-514*
- *Règlement numéro 821-2018 concernant les rejets d'eaux usées dans les ouvrages d'assainissement de la ville de Gatineau*

Annex B

Basis of Payment

1. Firm Hourly Rates (i, ii, iii) = A and Firm Price Per Sample (iv) = B

In order to ensure that fair and competitive rates/prices are received, the following requirement must be strictly adhered to: offerors must provide an hourly rate for each listed position. **The hourly rate provided must be equal to or greater than the rate provided for the position listed below it. Hourly rates in sections (ii) and (iii) must be equal to or greater than the corresponding resource hourly rates at section (i). Hourly rates in subsequent years must be equal to or greater than the rates from previous year/s. The price hourly rate for any given category cannot be \$0 or nil value. (Instruction only, therefore this paragraph will be removed prior to issuance of Standing Offer).** Submit Firm All-inclusive Hourly Rate (including profit, overhead expenses such as administrative support, facsimile, courier, photocopying, mail, word processing, office supplies, other operating costs and travel within NCA) in Canadian funds. Firm All-inclusive Hourly Rate will be used as the basis of payment for each call-up. The Contractor will be paid firm rates as follows, for work performed in accordance with the Contract. Applicable Taxes are extra.

2. Weight Factor for Evaluation Only

For the purpose of calculating the Weighted (W'ited) Rate, the Hourly Rate for each resource is multiplied by each allocated weight factor (%). See sample calculation below and apply the same principle to i, ii and iii. Weighted rate is for financial evaluation purposes only.
Example: If the hourly rate is \$60 and weight factor is 10%, the weighted rate is $\$60 \times 10\% = \6

i) Regular Hours 6:00 to 18:00, Monday to Friday

List of Resources	Weight Factor (%)	Year 1		Year 2		Year 3		Year 4		Year 5	
		Hourly Rate	W'ted rate								
(A) Senior Resource	15%		\$ -		\$ -		\$ -		\$ -		\$ -
(B) Intermediate Resource	25%		\$ -		\$ -		\$ -		\$ -		\$ -
(C) Junior Field Technician	55%		\$ -		\$ -		\$ -		\$ -		\$ -
(D) Admin Resource	3%		\$ -		\$ -		\$ -		\$ -		\$ -
(E) CAD Support Technician	2%		\$ -		\$ -		\$ -		\$ -		\$ -
Combined weighted rates per year			\$ -		\$ -		\$ -		\$ -		\$ -
Average combined weighted rates (from Year 1 to Year 5) x 96%											
- \$											

ii) Outside regular hours and weekends											
List of Resources	Weight Factor (%)	Year 1		Year 2		Year 3		Year 4		Year 5	
		Hourly Rate	W*ted rate								
(A) Senior Resource	15%		- \$		- \$		- \$		- \$		- \$
(B) Intermediate Resource	25%		- \$		- \$		- \$		- \$		- \$
(C) Junior Field Technician	60%		- \$		- \$		- \$		- \$		- \$
(D) Admin Resource	0%		- \$		- \$		- \$		- \$		- \$
(E) CAD Support Technician	0%		- \$		- \$		- \$		- \$		- \$
Combined weighted rates per year			- \$		- \$		- \$		- \$		- \$
Average combined weighted rates (from Year 1 to Year 5) x 2%											
											- \$

iii) Statutory Holidays											
List of Resources	Weight Factor (%)	Year 1		Year 2		Year 3		Year 4		Year 5	
		Hourly Rate	W'ted rate								
(A) Senior Resource	15%		- \$		- \$		- \$		- \$		- \$
(B) Intermediate Resource	25%		- \$		- \$		- \$		- \$		- \$
(C) Junior Field Technician	60%		- \$		- \$		- \$		- \$		- \$
(D) Admin Resource	0%		- \$		- \$		- \$		- \$		- \$
(E) CAD Support Technician	0%		- \$		- \$		- \$		- \$		- \$
Combined weighted rates per year			- \$		- \$		- \$		- \$		- \$
<i>Average combined weighted rates (from Year 1 to Year 5) x 2%</i>											
- \$											

Total average combined weighted rates (i+ii+iii) - \$

3. Travel

When travel is required, the Contractor is responsible for all travel arrangements to perform the work at no additional cost to each call-up.

Travel outside of National Capital Area (NCA) will be paid in accordance with the following:

For Work to be performed at a **work location** outside of NCA.

3.1. 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, private vehicle and incidental expense allowances specified in Appendices B, C and D of the National Joint Council Travel Directive (<https://www.njc-cnm.gc.ca>), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

3.2. Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.

3.3. All travel must have the prior authorization of the Identified User. All payments are subject to government audit.

Travel Time:

The Contractor will not be paid any firm hourly rates for travel time.

*Travel Status Time will be limited to 50% of the hourly rate.

Time spent by a contracted individual travelling to and from specific pre-authorized work assignments (not commuting) that are outside of NCA may be billed at 50% of the firm hourly rate.

4. Sample analysis by a certified third party laboratory

The contractor must complete all required laboratory testing/analysis through a third party accredited laboratory. PSPC will pay such testing/analysis based on the actual cost charged by the accredited laboratory. Contractor must submit invoice from the accredited laboratory in order to claim for payment of the identified laboratory services.

5. Sampling equipment and sample analysis using in-house resources

PSPC may pay for equipment sampling as per the specific project used. The offeror must submit invoice from the rental or supplier company in order to claim for payment of the sampling equipment. For specific on-site analysis, the offeror will be paid based on the price per sample identified in table iv (which encompasses the use or rental of equipment and its calibration) in addition to the hourly rates above.

IN THE CASE OF ERROR IN THE EXTENSION OF PRICES, THE UNIT PRICE WILL GOVERN. CANADA MAY ENTER INTO CONTRACT WITHOUT NEGOTIATION.



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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: Public Works and Government Services Canada / Services immobiliers

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
Provide services on potable water, wastewater effluent, surface water and Legionella assessment services within the National Capital Area

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non 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? No / Non 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? No / Non 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. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non 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 | NATO / OTAN | Foreign / Étranger

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC 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"/>



PART A (continued) / PARTIE A (suite)

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

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:
Commentaires spéciaux : _____

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / 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



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

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

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

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).

Annex D Insurance Requirements

Commercial General Liability Insurance

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

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o. 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.

Automobile Liability Insurance

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

Environmental Impairment Liability Insurance

1. The Contractor must obtain Type 2: "Contractors Pollution Liability" insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Type 2: "Contractors Pollution Liability" policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.
 - f. Storage Tank Third-Party Liability - The policy must extend to off-site third party bodily injury and property damage due to releases from storage tanks (above and below ground). Coverage must include corrective action and clean-up due to releases from storage tanks.
 - g. 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.

**Annex E - Quarterly Usage Report
EP914-220095
GENERAL INSTRUCTIONS**

Introduction

The Government of Canada (GC) requires the Contractor to provide the following Periodic Usage Report to the Standing Offer (SO) Authority on a quarterly basis.

Response Due Date

Your cooperation in returning the completed report by the appropriate date is **MANDATORY**.

Quarter	Period to be Covered (dates will be modified prior to issuance of Standing Offers)	Due on or before (dates will be modified prior to issuance of Standing Offers)
1st	May 1 to July 31	August 15
2nd	August 1 to October 31	November 15
3rd	November 1 to January 31	February 15
4th	February 1 to April 30	May 15

Returning the Completed Report

Please e-mail the completed report to francois.rosso@tpsgc-pwgsc.gc.ca

Please don't forget to use the title "Quarterly Usage Report" and the reporting period in the subject line of your e-mail. Contractor is encourage to attach worksheet "2", "Information Sheet and Summary" when submitting quarterly usage report.

Complete All Questions

Contractor must complete all applicable portions of the report.

Currency

Please state all monetary values in Canadian dollars (CDN).

Changing the Format

Contractor must not modify the format of this report. Should you have any suggestions about the format, please forward it by e-mail to francois.rosso@tpsgc-pwgsc.gc.ca

Questions

Should you need further clarification, please forward your question by e-mail to francois.rosso@tpsgc-pwgsc.gc.ca

Summary of Table

Field	Description
Call-up number	Unique number for the contract, as identified on page 1 of the contract.
Call-up Amendment number	The number of the call-up amendment, such as: amendment 1, amendment 2, etc.
Issuance date of the Call-up	Date that the Call-up/amendment is issued to the supplier.
Start date	Date the resource/services started engagement
End date	Date the resource/services ended (or will end) engagement/completion date
Project Description	Brief description of the work contracted.
Client Department/Contact Information	Information should include the contact name, e-mail and telephone number
Call-up Value (or amendment value)	The value of the call-up (Applicable Taxes inc), as identified on page 1 of the call-up. Or the increase or decrease value for the amendment
Notes	Indicate any comments or notes, if necessary

Annex E
Quarterly Usage Report
 EP914-220095

SO N°: EP914-220095		Period to be covered: _____									
Call-up No.	Call-up amend't no.	Issuance date of the Call-up or Amend't (YYYY-MM-DD)	Start date of the Call-up (YYYY-MM-DD)	End date of the Call-up (YYYY-MM-DD)	Project Description	Location/Building Name	Client contact information (name, e-mail and tel.#)	Call-up Value or amend't value (taxes included)			
1								\$			
2								\$			
3								\$			
4								\$			
5								\$			
6								\$			
7								\$			
8								\$			
9								\$			
10								\$			
11								\$			
12								\$			
13								\$			
14								\$			
15								\$			
16								\$			
17								\$			
18								\$			
19								\$			
20								\$			
21								\$			
22								\$			
23								\$			
24								\$			
25								\$			
26								\$			
Total value of call-up for this quarter (i)								\$			
Cumulative call-ups for previous periods (ii)								\$			
Total value of call-up to date = (i) + (ii)								\$			

Prepared by: *(insert company name and individual's name preparing this report)*

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

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX G - COVID-19 Vaccination Requirement Certification

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

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

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

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

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Standing Offer and any resulting call-ups (contracts). I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare an Offeror or contractor in default, if a certification is found to be

untrue, whether made knowingly or unknowingly, during the period of the Standing Offer or call-up (contract). Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Standing Offer and call-up (contract).

Signature: _____

Date: _____

Optional

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

Initials: _____

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