



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Travaux publics et Services gouvernementaux  
Canada

Voir dans le document/  
See herein

NA  
Québec  
NA

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

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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**

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE  
EXIGENCE RELATIVE À LA SÉCURITÉ

**Vendor/Firm Name and Address**

Raison sociale et adresse du  
fournisseur/de l'entrepreneur

**Issuing Office - Bureau de distribution**

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7<sup>e</sup> étage, suite 7300  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> Standing offer industrial hygiene	
<b>Solicitation No. - N° de l'invitation</b> EF928-220372/A	<b>Date</b> 2022-06-03
<b>Client Reference No. - N° de référence du client</b> EF928-22-0372	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$MTC-080-16468
<b>File No. - N° de dossier</b> MTC-1-44144 (080)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Eastern Daylight Saving Time EDT <b>on - le 2022-07-07</b> Heure Avancée de l'Est HAE	
<b>Delivery Required - Livraison exigée</b> .	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Antoine, Englead	<b>Buyer Id - Id de l'acheteur</b> mtc080
<b>Telephone No. - N° de téléphone</b> (438)340-5863 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> MINISTERE DES TRAVAUX PUBLICS ET SERVICES GOUVERNEMENTAUX CANADA 800 RUE DE LA GAUCHETIERE O B7300 MONTREAL Québec H5A1L6 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## **Standing offer–Industrial hygiene including a set-aside contract (Inuit and Cree people)**

### **NOTICE TO OFFERORS**

**This request for standing offers has 3 sections :**

- Section 1** Area 1: Everywhere in Quebec excluding areas 3 & 4.
- Section 2** Area 2: Everywhere in Quebec excluding areas 3 & 4.  
A procurement is set aside under the federal government Procurement Strategy for Aboriginal Business.
- Section 3** Area 3: Nunavik Territory (excluding Whapmagoostui)  
  
Area 4: Jamésie and Eeyou Ishchee Territories (including Whapmagoostui).

**All interested suppliers may submit a bid for Section 1 & 2.**

**Section 2 & 3 of this procurement is set aside under the federal government Procurement Strategy for Aboriginal Business.**

**Considering that the services executed in areas 3 and 4 are subject to the Comprehensive Land Claims Agreements (CLCA) entitled the Convention of the James Bay and Northern Quebec Agreement (JBNQA), please note that:**

1. In accordance to Article 1802 of the Canadian Free Trade Agreement (CFTA), the CFTA does not apply to **Section 2 & 3** of this procurement process.
2. To apply on **Section 3, area 3:**
  - a. As defined in chapter 29, clauses 29.0.31 of the JBNQA, this requirement is reserved for individuals defined as "INUIT", as defined in chapter 3 of the JBNQA (paragraphs 3.1.2, 3.2.4, 3.2.5 and 3.2.6). In respect to aboriginal Inuit business, they must be located to the north of the 55th parallel, as described in chapter 6 of the JBNQA.
  - b. Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people" (see Part 5 of the present document), understood here as «INUIT people» and beneficiaries of the JBNQA.

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3. To apply on **Section 3, area 4:**
  - a. As defined in chapter 28, clauses 28.0.3 of the JBNQA, this requirement is reserved for individuals defined as "CREE", as defined in chapter 3 of the JBNQA (paragraphs 3.1.1, 3.2.1, 3.2.2 and 3.2.3). In respect to aboriginal Inuit business, they must be located to the north of the 55th parallel, as described in chapter 6 of the JBNQA.
  - b. Proponents must sign and complete the document entitled "Attestation for Program of Reserved Contracts for Aboriginal people" (see Part 5 of the present document), understood here as «CREE people» and beneficiaries of the JBNQA.

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

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

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

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

### **1.2 Summary**

- 1.2.1 Request for a Regional Individual Standing Offer (RISO) for firms specializing in industrial hygiene, as needed, to run for two (2) years with two (2) further one-year options. The area covered by this RISO is all the territory of the province of Quebec and two territories subject to a Comprehensive Land Claims Agreement (CLCA). The potential value of this RISO in terms of ensuing contracts may amount to \$16,5 million, taxes extra.

The Identified User is: Environmental services of Public Works and Government Services Canada, Quebec Region.

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the delivery of the requirement detailed in the RFSO, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

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All interested suppliers may submit a bid for **Sections 1 & 2.**

**Sections 2 & 3** of this procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, refer to [Annex 9.4](#) of the Supply Manual.

**Sections 2 & 3** of this procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to **Sections 2 & 3** of this procurement

#### 1.2.2 [M3080T: COVID-19 vaccination requirement for Standing Offers](#)

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

### 1.3 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](#) 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.

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The [2006](#) (2022-03-29) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Offers

Bidders choosing to submit using CPC Connect service must send an email requesting to open a conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

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

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

[Steps to follow for the Bid Submission to Bid Receiving Unit \(BRU\) using epost Connect](https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect) (<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect> )

#### 2.2.2 Facsimile

Offerors who choose to submit their offer by facsimile must send it to the following number: 418-566-6168.

2.2.3 Bids transmitted by hardcopy to PWGSC will not be accepted.

### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been

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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

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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 at [Englead.antoine@tpsgc-pwgsc.gc.ca](mailto:Englead.antoine@tpsgc-pwgsc.gc.ca) no later than **seven (7)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

### **2.5 Applicable Laws**

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

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

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## 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

Due to the nature of the RFSO, offers transmitted by paper\*\*\* will not be accepted.

Prices must be indicated in the financial offer only. No prices are to 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.

#### **Please clearly indicate on the first page of the technical offer the area or areas for which you are making your offer:**

**Section 1** Area 1: Everywhere in Quebec excluding areas 3 & 4.

**Section 2** Area 2: Everywhere in Quebec excluding areas 3 & 4.  
A procurement is set aside under the federal government Procurement Strategy for Aboriginal Business.

**Section 3** Area 3: Nunavik Territory (excluding Whapmagoostui)

Area 4: Jamésie and Eeyou Ishchee Territories (including Whapmagoostui).

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## Section II: Financial Offer

Offerors must submit their financial offer in accordance with 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 "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" 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 and Part 2 (Former public servant (2.3)).

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

Failure to meet the mandatory requirements will render the proposal non-responsive, and no further evaluations will be carried out.

1) At all times, two people in the firm must have professional industrial hygienist qualifications. Identify these people and submit their resumés and proof of compliance with the requirements.

- A professional industrial hygienist is a person who has a minimum of the following:
  1. A registered occupational hygienist (ROH) or a certified industrial hygienist (CIH) certification.  
OR
  2. A degree from a recognized university with specialization in biology, physics, chemistry, geology, engineering or another branch of science related to the duties of the position AND a Master's degree\* in industrial hygiene or occupational health and safety AND at least four (4) years of experience.\*\*  
OR
  3. A PhD degree\* in a field related to industrial hygiene, such as physics, biology, medicine or engineering, AND at least five (5) years of experience.\*\*

\*A Master's or PhD degree in occupational safety and health or other programs with fewer than 15 credits in the field of industrial hygiene will not be accepted.

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**\*\*Experience in industrial hygiene must be full-time and cover all aspects of industrial hygiene, including anticipation, identification, evaluation, control and management of health risks associated with physical, chemical and biological aggressors in the workplace. This experience must cover the three main categories of industrial hygiene aggressors (physical, chemical and biological).**

2) At all times, three people in the firm must have industrial hygiene technician qualifications. Identify those people and submit their resumés and proof of compliance with the requirements.

- An industrial hygiene technician is a person who has a minimum of the following:
  1. A registered occupational hygiene technologist (ROHT) certification.  
OR
  2. A diploma of college studies (DEC) in environment and workplace health and safety OR in sanitation and industrial safety AND at least three (3) years of experience.\*\*  
OR
  3. An Attestation of College Studies in industrial hygiene AND at least three (3) years of experience.\*\*  
OR
  4. A diploma of collegial studies from a recognized university with specialization in environment, biology, physics, chemistry, geology, engineering or another branch of science related to the duties of the position AND at least three (3) years of experience.\*\*  
OR
  5. A certificate in occupational health and safety AND at least three (3) years of experience.\*\*  
OR
  6. A certificate OR a degree from a recognized university with specialization in biology, physics, chemistry, geology, engineering or another branch of science related to the duties of the position AND at least three (3) years of experience.\*\*

**\*\*Experience in industrial hygiene must be full-time and cover all aspects of industrial hygiene, including anticipation, identification, evaluation, control and management of health risks associated with physical, chemical and biological aggressors in the workplace. This experience must cover the three main categories of industrial hygiene aggressors (physical, chemical and biological).**

Offerors must fill in the table below with the names of the appropriate people in each category for which the offeror wants a resumé to be evaluated. Each square in the table below may contain only one name.

**Table of resumés to be evaluated**

Professional industrial hygienist (2 names)	Industrial hygiene technician (3 names)

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#### **4.1.1.2 Point Rated Technical Criteria**

Proposals that meet the mandatory requirements will be evaluated according to the following criteria.

##### **Criterion No. 1: Quality and clarity of the bid (5 points)**

###### What we are looking for

The submitted bid must contain all of the information requested in this document without any superfluous or irrelevant material (1 point). It must be of quality on par with the standards customarily required for the drafting of study reports, in terms of clarity and appearance of layout (2 points) and quality of language (2 points).

##### **Criterion No. 2: Approach and methodology for service delivery (10 points)**

###### What we are looking for

Bidders must demonstrate that they understand the scope of the required services and how the services must be provided (3 points). They must also describe how their project teams will be organized (3 points) and the method they will use to provide and ensure the quality of the required services (4 points).

###### To be submitted by the firm

- A summary of the scope of the required services;
- A description of the firm's management, organization and services offered;
- An organization chart for execution of the contract that includes the names of all employees able to provide industrial hygiene services;
- A description of the firm's approach to executing contracts resulting from this standing offer;
- The methodologies and techniques used to provide the required services (see Annex A);
- A description of the firm's service quality control system;
- The name of a person who may be contacted at any time (in emergencies).

##### **Criterion No. 3: Previous projects (Component A) (15 points)**

###### What we are looking for

Offerors must demonstrate that either they themselves or their employees have taken part in a range of projects involving the various services required herein and have shown leadership in their completion. Availability of the required information (3 points per project) as well as relevance, scope, complexity and achievement of project objectives will be assessed (9 points per project). The rating will be brought down to a scale out of 15 points for the total number of required projects of Component A (five projects for Component A) of the required services included in Annex A.

###### To be submitted by the firm

- A brief description of five (5) major projects meeting the following conditions (five pages maximum per project):
  - List five projects for Component A of the required services in Annex A;
  - Projects must have been carried out in the last five years by the firm or its personnel;
  - Projects must include field work, be related to the required specialized services defined above and not be limited to training activities;

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- For each project cited, the following information must be provided:
  - o date and location of project;
  - o names of employees taking part in the project;
  - o client (name and telephone number of the client's representative);
  - o cost of completed project;
  - o description and scope of the project (the offeror must describe how the project is specifically related to the required services described in Annex A).

Note: PWGSC reserves the right to check the references provided for each project.

**Criterion No. 4: Previous projects (Component A) (15 points)**

What we are looking for

Bidders must demonstrate that either they themselves or their employees have taken part in a range of projects involving the various services required herein and have shown leadership in their completion. Availability of the required information (3 points per project) as well as relevance, scope, complexity and achievement of project objectives will be assessed (9 points per project). The rating will be brought down to a scale out of 15 points for the total number of required projects of Component B (five projects for Component B) of the required services included in Annex A.

To be submitted by the firm

- A brief description of five (5) major projects that meet the following conditions (five pages maximum per project):
  - Describe five projects for Component A of the required services in Annex A;
  - Projects must have been carried out in the last five years by the firm or its personnel;
  - Projects must include field work, be related to the required specialized services defined above and not be limited to training activities;
- For each project cited, the following information must be provided:
  - o date and location of project;
  - o names of employees taking part in the project;
  - o client (name and telephone number of the client's representative);
  - o cost of completed project;
  - o description and scope of the project (the offeror must describe how the project is specifically related to the required services described in Annex A).

Note: PWGSC reserves the right to check the references provided for each project.

**Criterion No. 5: Skills and experience of project personnel (35 points)**

What we are looking for

Offerors must demonstrate that they have among their project staff employees with academic and professional training (4 points per resumé) and work experience (6 points per resumé) relevant to the required services.

A score out of 7.5 will be assigned to each resumé requested, i.e., each professional industrial hygienist resumé (2 resumés requested).

A score out of 5 will be assigned each resumé requested, i.e., each project officer's resumé (1 resumé requested) and each industrial hygiene technician's resumé (3 resumés requested).

We would like to receive a maximum of six resumés (for a total of 15 points for the two professional industrial hygienist resumés, 5 points for the project officer's resumé and 15 points for the three industrial hygiene technician resumés).

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Offerors must fill in the table below by writing the names of people appropriate for each category for which the offerors want the resumé be evaluated. Each square in the table below may contain only one name.

**Table of resumé to be evaluated**

Professional industrial hygienist (2 names)	Industrial hygiene technician (3 names)	Project officer (1 name only)

To be submitted by the firm

- Resumés of six (6) employees assigned to the project (2 professional industrial hygienists, 3 industrial hygiene technicians and 1 project officer) who will provide the services required in the standing offer. These individuals could be asked to provide field services. These resumés must contain the following information (maximum of six pages per resumé):
  - academic and professional training;
  - number of years of experience related to the required services;
  - number of years of seniority with the firm;
  - main duties in the firm.

Offerors should note that PWGSC will not award additional evaluation points in the rating process for information elements deemed to exceed the information requested.

For information purposes, the tasks of a project manager should include, but are not limited to, the following:

- Ensure the economic and technical feasibility of the mandate based on the established methods and budget;
- Develop and validate the mandate's objectives and implementation plan;
- Approve the schedule of activities and detailed work plan;
- Assign the necessary resources to the various tasks;
- Direct the mandate in its entirety and provide appropriate guidance;
- Supervise and coordinate the mandate delivery team, including the industrial hygienists and industrial hygiene technicians throughout the duration of the mandate;
- Effectively ensure the management, coordination and follow-up of the mandate (completion of tasks and adherence to the budget, schedule and deadlines) using a variety of project management tools;
- Address issues and get involved in conflict resolution;
- Ensure quality control;
- Be responsible for the delivery of the mandate and results;
- Ensure that various applicable requirements, such as those related to occupational health and safety, are complied with;
- Be the main contact for PWGSC.

Other resources will also be useful to deliver these mandates, such as drafters, and administrative personnel, or any other resource deemed useful to ensure the mandates given are carried out successfully.

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#### 4.1.2 Financial evaluation

Only price proposals for responsive bids will be assessed. The average price is determined by adding all of the prices of responsive bids together and dividing the total by the number of responsive bids.

All price proposals that are at least twenty-five percent (25%) above the average price will be rejected and will receive no further consideration. To calculate the average price, a minimum number of technically responsive offers are required. If Canada receives only one or two technically responsive offers, the average price will not be taken into consideration.

The remaining price offer will be rated as follows:

- The lowest price proposal will be assigned a rating of 10.
- The second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth lowest price proposals will receive price ratings of 9, 8, 7, 6, 5, 4, 3, 2 and 1, respectively. All other price proposals receive a price rating of 0.
- On the rare occasions when two (or more) price proposals are identical, these price proposals will receive the same rating and the corresponding number of ratings will then be skipped.
- The evaluation rating is then multiplied by a weight factor to obtain the weighted rating. The weighted rating is divided by ten to calculate the final price.

#### 4.2 Basis of selection

Generally speaking, the proposal must show that the offeror clearly understands the objectives and responsibilities for the services to be provided. It must enable PWGSC to ascertain the level of performance achieved previously by the firm in delivering the services required, as well as its organizational structure, workforce, and approach and methodology used in the services to be provided.

Responsive proposals (i.e., those that meet all mandatory requirements stipulated in the request for a standing offer) will be examined, evaluated and rated by a PWGSC evaluation board. At first, prices will remain secret and only the technical elements of the proposal will be evaluated, based on the criteria specified in the evaluation table below, to establish the technical ratings.

Offerors should note that PWGSC will not award additional evaluation points in the rating process for information elements deemed to exceed the information requested.

Evaluation points will be awarded for the technical merit of the proposals (set out in the Evaluation Criteria Table below).

##### a) Evaluation rating

The information provided by consulting firms is rated between 0 and 10 for each technical criterion.

##### b) Weighted rating

The evaluation rating is then multiplied by a weight factor to obtain the weighted rating.

##### c) Score

The score for each technical criterion is calculated by dividing the weighted rating by ten.

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### Evaluation Criteria Table

Criteria	Weight Factor (A)	Evaluation Rating (B = 0 to 10)	Weighted Rating (C = A × B)	Score (C/10)
1) Quality and clarity of proposal	5			
2) Approach and methodology for delivery of requested services	10			
3) Previous projects for Required Service Category A (see Annex A)	15			
4) Previous projects for Required Service Category B (see Annex A)	15			
5) Skills and experience of project personnel	a) Professional industrial hygienists	15		
	b) Industrial hygiene technician	15		
	c) Project officer	5		
Total technical score				/80
6) Cost of services	20			
Total	100			/100

d) Pass score

The offeror must obtain a minimum score of 60% for each technical criterion evaluated (criteria 1, 2, 3, 4, 5a, 5b and 5c). The overall technical score must be equal to or greater than 70%. If the bidder fails to obtain the minimum technical score for one or all of the technical criteria evaluated, the bid will be considered non-responsive.

The total score for each offeror will be calculated by adding the price score (0 to 20) to the technical score (0 to 80). The five offerors with the highest scores will be recommended for the awarding of a Standing Offer and will share the call-ups as follows, subject to competency and availability.

**Section 1, Area 1** : The 5 responsive offers with the highest combined rating of technical merit and price will be recommended for award of a standing offer and will share the mandates as follows, subject to skills and availability.

Firm with the highest score: 30% of the total budget of the standing offer

Firm with the second-highest score: 25% of the total budget of the standing offer

Firm with the third-highest score: 20% of the total budget of the standing offer

Firm with the fourth-highest score: 15% of the total budget of the standing offer

Firm with the fifth-highest score: 10% of the total budget of the standing offer

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**Stream 2, Area 2** : The responsive offer with the two highest combined rating of technical merit and price will be recommended for award of a standing offer.

Following the evaluation of the technical offer and the financial offer, Canada will reserve a breakdown of the budget of the standing offer for the Indigenous set-aside market:

- 5% for the Aboriginal market.
- For a maximum of two qualified Aboriginal firms, the percentage will be divided equally, ie 2,5%

If an offeror qualifies for both part (section 1 &2), a standing offer will be awarded with a total limitation of expenditure combined with percentages, according to his ranking.

In the event that a consultant withdraws or that Canada terminates a standing offer during its term, the remaining residual amount of the financial limitation of the standing offer of this consultant will be divided equally proportionately and added to the financial limitation of the other qualified firms on the standing offer - Section 1.

**Stream 2, Area 3 & 4** : The responsive offer with the highest combined rating of technical merit and price will be recommended for award of a standing offer.

Section 1, Area 1 : 15M\$ (distributed in 5 Standing offers)

Section 2, Area 2 : 5% of 15M\$ (for 2 standing offer) from Section 1

Section 3, Area 3 & 4: 1.5M\$ (for 2 standing offer i.e 1 standing offer for each area)

Bidders wishing to qualify for set-asides **must clearly indicate this fact in their documentation (on first page of the bid)** and must submit separate technical and financial offers. It is possible to bid on both sections, please enter it on the first page.

The evaluation process will be based on the same criteria as for the non-set-aside contract, with separate ratings for each set-aside.

For each of the set-asides, Bidders must meet the requirements that apply to Indigenous firms (Part 5). The one receiving the highest score for its offer will be recommended for a Standing Offer.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

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## 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 Additional Certifications Required with the Offer (section 2 & 3)

#### 5.1.2.1 Set-aside for Indigenous Business

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see [Annex 9.4](#) of the *Supply Manual*.
2. The Offeror:
  - i. certifies that it meets, and will continue to meet throughout the duration of the Offer, the requirements described in the above-mentioned annex.
  - ii. agrees that any subcontractor it engages under the Offer must satisfy the requirements described in the above-mentioned annex.
  - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Offeror must check the applicable box below:
  - i.  The Offeror is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.  
**OR**
  - ii.  The Offeror is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Offeror must, upon request by Canada, provide all information and evidence supporting this certification. The Offeror must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Offeror must provide all reasonably required facilities for any audits.
5. By submitting an offer, the Offeror certifies that the information submitted by the Offeror in response to the above requirements is accurate and complete.

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### 5.1.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business

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

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

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

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

\_\_\_\_\_  
Date

## 5.2 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.

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## 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 \(ESDC\) - Labour's](#) website.

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

#### 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.

## 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;
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.

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## **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.

### **SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:**

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1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. 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).

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

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

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

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

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

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

The period for making call-ups against the Standing Offer is from July 1, 2022 to June 30, 2024.  
(*possibility of change*)

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#### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 2 period of one year each, from July 1<sup>st</sup> 2024 to June 30 2026 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

### 7.5 Authorities

#### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Englead Antoine  
Title: Acting Procurement Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Direction générale des approvisionnements – Région du Québec  
Address: 800 De La Gauchetière O, Office 7300  
Montréal, Quebec H5A 1K6

Telephone: 438-3405863

E-mail address: [Englead.antoine@tpsgc-pwgsc.gc.ca](mailto:Englead.antoine@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: *(will follow)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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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 *(To be filled out by the offeror)*

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: Environmental services of Public Works and Government Services Canada, Quebec Region.

### 7.8. Procedures for refused call-up

Canada reserves the right to withdraw the Standing Offer, including all extension periods from the Consultant as a result for 5 refusals to provide such services from its start date.

### 7.9 Call-up Procedures

A 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 \$ 300 000 (Applicable Taxes excluded).

### 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ \_\_\_\_\_ (Applicable Taxes excluded) (*will be completed at contract award*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 4 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### **7.12 Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2010B (2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Electronic payment instruments;
- i) Annex E, Federal Contractors program for employment equity – certification;
- j) Annex F, Optional services (trainings);
- k) Annex G, Covid-19 Vaccination Requirement Certification
- l) Annex H, Application for registration (AFR) for the Contract Security Program (CPS)
- m) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable*).

#### **7.13 Certifications and Additional Information**

##### **7.13.1 Compliance**

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

##### **7.13.2 Federal Contractors Program for Employment Equity - Setting aside**

The Offeror understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Offeror and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Standing Offer. If the AIEE becomes invalid, the name of the Offeror will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC may result in the setting aside of the Standing Offer.

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### **7.13.3 SACC Manual Clauses**

[Section 5.M.M3020C - Status and Availability of Resources - Buyandsell.gc.ca](#)

[Section 5.M.M3082T - COVID-19 vaccination requirement certification compliance – Standing Offers - Buyandsell.gc.ca](#)

### **7.14 Applicable Laws**

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

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

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

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

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

## **7B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

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

#### **7.2.1 General Conditions**

[2010B](#)(2022-01-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

### **7.3 Term of Contract**

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

The Work is to be performed during the period indicated in the call-up against the Standing Offer. From the award until (date of completion of the work).

### **7.4 Payment**

#### **7.4.1 Basis of Payment**

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90 percent of the amount claimed and approved by Canada if:

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- a) an accurate and complete claim for payment, accord to Canada, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) the total amount for all milestone payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- c) all the certificates have been signed by the Contractor;
  - i. All authorizations required under the contract have been obtained. The claim is consistent with the progress of the work and is in accordance with the contract.
  - ii. Indirect costs have been paid for or accrued in the accounts.
  - iii. Direct materials and the subcontracted work have been received, accepted and either paid for or accrued in the accounts following receipt of invoice from supplier/subcontractor, and have been or will be used exclusively for the purpose of the contract.
  - iv. All direct labour costs have been paid for or accrued in the accounts and all such costs were incurred exclusively for the purpose of the contract;
  - v. All other direct costs have been paid for or accrued in the accounts following receipt of applicable invoice or expense voucher and all such costs were incurred exclusively for the purpose of the contract; and
  - vi. No liens, encumbrances, charges or other claims exist against the work except those which may arise by operation of law such as a lien in the nature of an unpaid contractor's lien and in respect of which a progress payment and/or advance payment has been or will be made by Canada.
- d) all the certificates have been signed by the Departmental Representatives;
  - i. Scientific/Project/Inspection Authority: I certify that the work meets the quality standards required under the contract, and its progress is in accordance with the conditions of the contract.
  - ii. Inspection Authority (all other contracts): I certify that the quality of the work performed is in accordance with the standards required under the contract.
- e) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
  2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.

#### 7.4.2 Limitation of Expenditure

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

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### 7.4.3 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)

### 7.5 Invoicing Instructions

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

2. Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

3. Invoices must be distributed as follows:

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

### 7.6 Insurance

#### [Section 5.G.G1005C - Insurance Requirements - Buyandsell.gc.ca](#)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### 7.7 SACC Manual Clauses

[A3000C](#), (2022-05-12) Indigenous Business Certification

### 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.

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

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## ANNEX "A"

### STATEMENT OF WORK

#### GENERAL DESCRIPTION OF THE PROJECT

To increase the effectiveness and efficiency of its operations, PWGSC is seeking firms specializing in industrial hygiene and capable of providing, on demand, various industrial hygiene services for a variety of workplaces.

#### BACKGROUND

PWGSC manages and maintains a stock of buildings housing various federal government departments and carries out construction and deconstruction projects at various federal sites. PWGSC's objective is to ensure compliance with the provisions of various acts, regulations, standards and directives on all of its sites and in all of its buildings. Although PWGSC is generally subject only to federal legislation, the Department is committed to voluntary compliance with provincial health and safety legislation and to the application of the more stringent of the two wherever there may be a discrepancy.

To that end, PWGSC must:

- assess the presence of contaminants according to regulatory requirements and industrial hygiene guidelines if the contaminants are likely to be found in the building;
- draft clear and unequivocal specifications for contractors and implement controls suited to the circumstances if work is required in these buildings.

The firms selected for this standing offer must be able to reconcile federal and provincial health and safety requirements. The firms must advise and support all managers using their services to help them identify risks and associated regulatory requirements, assess proposed risks and preventive measures, and monitor the implementation of such measures.

#### REQUIRED SERVICES

The selected firms will be called upon to provide a range of industrial hygiene services, as needed, for PWGSC's real property divisions. Call-ups will include, but not be limited to, the following basic services.

##### A) Asbestos, lead, mould, bird droppings and other contaminants

Under the authority of a PWGSC manager, one or more of the following services may be required, either independently or as part of a decontamination project:

- Inspect and characterize workplaces where contaminants may be present; take samples using the sampling methods required by PWGSC, where applicable; have the air, soil, material or other samples analyzed, if necessary; submit a written report on the analysis results, with recommendations for measures to be taken; and provide a cost estimate for contaminant management;
- Attend planning meetings;
- Draw up specifications or project-specific sections thereof; review existing studies where applicable;
- A professional industrial hygienist must review the sample-gathering strategies, result interpretations and the report, among other things, and give particular attention to compliance with accepted industrial hygiene practices;
- Give federal employees training sessions on preventing illnesses related to contaminant exposure;
- Evaluate contractors' prevention programs;
- Ensure that contractors' prevention programs are implemented;
- Monitor work;
- Write inspection reports, complete inspection checklists and insert photographs where applicable;
- Review the documents provided by the contractor, including submissions, billing analyses, and

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- the contractor's work schedule;
- During work monitoring activities, generally monitor the completion of work on site and report to the PWGSC representative.

Upon Canada's request, the professional industrial hygienists may be asked to appear on site if necessary under the mandate or because of an issue.

#### B) Exposure assessment and industrial hygiene risk management

Under the authority of a PWGSC manager, one or more of the following services may be required.

- Develop sampling strategies and provide applicable measurement equipment and sampling media.
- Gather industrial hygiene samples in accordance with federal or provincial regulatory requirements, as necessary; applicable standards; recognized industrial hygiene best practice guidelines; or recognized industry best practices.
- Analyze industrial hygiene risks in accordance with federal or provincial regulatory requirements, if necessary; with applicable standards; with recognized industrial hygiene best practice guidelines; or with recognized industry best practices.
- Produce reports that include the following: sampling strategies, equipment used, calibration and sampling methods along with documentation, laboratory analysis request forms, analysis and sampling results, and appropriate recommendations for actions to be taken by the managers concerned.
- A professional industrial hygienist must review the sampling strategies, result interpretations and the report and give particular attention to compliance with accepted industrial hygiene practices.
- Carry out industrial hygiene audits and assess the program.
- Provide training sessions covering industrial hygiene topics and results, develop training material and prepare presentations.
- Provide assistance during program development, assessment requirement evaluation and industrial hygiene risk management.
- Develop industrial hygiene-related prevention and risk management programs.

Upon Canada's request, the professional industrial hygienists may be asked to appear on site if necessary under the mandate or because of an issue.

#### C) Any other industrial hygiene service that may be required by a PWGSC representative, particularly support and consulting services for hazardous substance management.

Upon Canada's request, the professional industrial hygienists may be asked to appear on site if necessary under the mandate or because of an issue.

Note: Once the standing offers have been awarded, the persons designated by the selected firms will be given instructions directly by each manager using their services.

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**ANNEX "B"**

**BASIS OF PAYMENT**

LABOUR CATEGORIES	A APPLICABLE HOURLY RATES FOR THE 1ST AND 2ND YEAR	B WEIGHTING FACTOR	TOTAL (A × B)
Industrial hygienist		20	
Industrial hygiene technician		50	
Project officer		35	
Designer		15	
Administrative staff		10	
Hourly rate for travel time		10	
TOTAL 1			
ANALYSIS SERVICES	A PRICE PER SAMPLE IN THE 1ST AND 2ND YEAR	B WEIGHTING FACTOR	TOTAL (A × B)
Laboratory analysis for characterization of asbestos using polarized light microscopy (PLM)**  (less than 24 hours)		2	
Laboratory analysis for characterization of asbestos using polarized light microscopy (PLM)**  (24 hours to 5 working days)		3	
Laboratory analysis to determine total asbestos fibres in the air** (less than 24 hours)		2	
Laboratory analysis to determine total asbestos fibres in the air** (24 hours to 5 working days)		1	
Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos fibres in the air (less than 48 hours)		2	

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Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos fibres in the air (48 hours to 5 working days)		1	
Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos materials (less than 48 hours)		2	
Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos materials (48 hours to 5 working days)		1	
Laboratory analysis for lead content in paint (less than 48 hours)		1	
Laboratory analysis for lead content in paint (48 hours to 5 working days)		2	
Laboratory analysis to determine lead content in surface wipe including the wipe towels satisfactory to the ASTM standard E1792 (less than 48 hours)		3	
Laboratory analysis to determine lead content in surface wipe including the wipe towels satisfactory to the ASTM standard E1792 (48 hours to 5 working days)		1	
Laboratory analysis to determine lead content in the air*** (less than 48 hours)		1	

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Laboratory analysis to determine lead content in the air*** (48 hours to 5 working days)		2	
Laboratory analysis to determine mould content in the air using culture analysis (minimum identification of the five most present species)***		1	
Laboratory analysis to determine mould content in the air by microscopy spore count without culture*** (less than 48 hours)		1	
Laboratory analysis to determine mould content in the air by microscopy spore count without culture analysis*** (48 hours to 5 working days)		1	
Laboratory analysis to determine mould content in a material or on a surface using culture analysis***		1	
Laboratory analysis to determine mould content in a material or on a surface by microscopy examination without culture analysis*** (less than 48 hours)		3	
Analysis to test metal leaching, except mercury, according to the requirements of Quebec Ministry of the Environment's Cahier 8 and Quebec's <i>Regulation respecting hazardous materials</i>		1	
Analysis to test metal leaching, except mercury, according to the requirements of Quebec Ministry of the Environment's Cahier 8 and Quebec's <i>Regulation respecting hazardous materials</i>		1	
		TOTAL 2	

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EQUIPMENT SERVICES*** *	A PRICE PER SAMPLE IN THE 1ST AND 2ND YEAR	B WEIGHTING FACTOR	TOTAL (A × B)
Instrument for taking direct readings in order to measure temperature, percentage of relative humidity and carbon dioxide concentrations in the air		1	
TOTAL 3			

OTHER ANALYSES AND EQUIPMENT SERVICES	A % OF PROFIT ON ANALYSIS AND EQUIPMENT FOR THE 1ST AND 2ND YEAR	B WEIGHTING FACTOR	TOTAL (A × B)
Analysis and equipment costs		\$5,000	
TOTAL 4			
FINAL TOTAL: TOTAL 1 + TOTAL 2 + TOTAL 3 + TOTAL 4			

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LABOUR CATEGORIES	A APPLICABLE HOURLY RATES FOR OPTION YEAR 1	B WEIGHTING FACTOR	TOTAL (A × B)
Industrial hygienist		20	
Industrial hygiene technician		50	
Project officer		35	
Designer		15	
Administrative staff		10	
Hourly rate for travel time		10	
TOTAL 1			
ANALYSIS SERVICES	A PRICE PER SAMPLE FOR OPTION YEAR 1	B WEIGHTING FACTOR	TOTAL (A × B)
Laboratory analysis for characterization of asbestos materials using polarized light microscopy (PLM)** (less than 24 hours)		2	
Laboratory analysis for characterization of asbestos materials using polarized light microscopy (PLM)** (24 hours to 5 working days)		3	
Laboratory analysis to determine total asbestos fibres in the air** (less than 24 hours)		2	
Laboratory analysis to determine total asbestos fibres in the air** (24 hours to 5 working days)		1	

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Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos fibres in the air (less than 48 hours)		2	
Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos fibres in the air (48 hours to 5 working days)		1	
Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos materials (less than 48 hours)		2	
Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos materials (48 hours to 5 working days)		1	
Laboratory analysis to determine lead content in paint (more than 48 hours)		1	
Laboratory analysis to determine lead content in paint (48 hours to 5 working days)		2	
Laboratory analysis to determine lead content in surface wipe including the wipe towels satisfactory to the ASTM standard E1792 (less than 48 hours)		3	
Laboratory analysis to determine lead content in surface wipe including the wipe towels satisfactory to the ASTM standard E1792 (48 hours to 5 working days)		1	
Laboratory analysis to determine lead content in the air*** (under 48 hours)		1	

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Laboratory analysis to determine lead content in the air*** (48 hours to 5 working days)		2	
Laboratory analysis to determine mould content in the air using culture analysis (minimum identification of the five most present species)***		1	
Laboratory analysis to determine mould content in the air by microscopy spore count without culture analysis*** (less than 48 hours)		1	
Laboratory analysis to determine mould content in the air by microscopy spore count without culture analysis*** (48 hours to 5 working days)		1	
Laboratory analysis to determine mould content in a material a surface by using culture analysis***		1	
Laboratory analysis to determine mould content in a material or on a surface by microscopy examination without culture analysis*** (less than 48 hours)		3	
Analysis to test metal leaching, except mercury, according to the requirements of Quebec Ministry of the Environment's Cahier 8 and Quebec's <i>Regulation respecting hazardous materials</i>		1	
Analysis to test metal leaching, except mercury, according to the requirements of Quebec Ministry of the Environment's Cahier 8 and Quebec's <i>Regulation respecting hazardous materials</i>		1	
		TOTAL 2	

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EQUIPMENT SERVICES*** *	A PRICE PER DAY FOR OPTION YEAR 1	B WEIGHTING FACTOR	TOTAL (A × B)
Instrument for taking direct readings in order to measure temperature, percentage of relative humidity and carbon dioxide concentrations in the air		1	
TOTAL 3			

OTHER ANALYSES AND EQUIPMENT SERVICES	A % OF PROFIT ON ANALYSIS AND EQUIPMENT FOR OPTION YEAR 1	B WEIGHTING FACTOR	TOTAL (A × B)
Analysis and equipment costs		\$5,000	
TOTAL 4			
FINAL TOTAL: TOTAL 1 + TOTAL 2 + TOTAL 3 + TOTAL 4			

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LABOUR CATEGORIES	A APPLICABLE HOURLY RATES FOR OPTION YEAR 2	B WEIGHTING FACTOR	TOTAL (A × B)
Industrial hygienist		20	
Industrial hygiene technician		50	
Project officer		35	
Designer		15	
Administrative staff		10	
Hourly rate for travel time		10	
TOTAL 1			
ANALYSIS SERVICES	A PRICE PER SAMPLE FOR OPTION YEAR 2	B WEIGHTING FACTOR	TOTAL (A × B)
Laboratory analysis for characterization of asbestos using polarized light microscopy (PLM)** (less than 24 hours)		2	
Laboratory analysis for characterization of asbestos materials using polarized light microscopy (PLM)** (24 hours to 5 working days)		3	
Laboratory analysis to determine total asbestos fibres in the air** (less than 24 hours)		2	
Laboratory analysis to determine total asbestos fibres in the air** (24 hours to 5 working days)		1	
Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos fibres in the air (less than 48 hours)		2	

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Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos fibres in the air (48 hours to 5 working days)		1	
Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos materials (less than 48 hours)		2	
Laboratory analysis using transmission electron microscopy (TEM)*** to determine asbestos materials (48 hours to 5 working days)		1	
Laboratory analysis for lead content in paint (less than 48 hours)		1	
Laboratory analysis for lead content in paint (48 hours to 5 working days)		2	
Laboratory analysis to determine lead content in surface wipe including the wipe towels satisfactory to the ASTM standard E1792 (less than 48 hours)		3	
Laboratory analysis to determine lead content in surface wipe including the wipe towels satisfactory to the ASTM standard E1792 (48 hours to 5 working days)		1	
Laboratory analysis to determine lead content in the air*** (less than 48 hours)		1	

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Laboratory analysis to determine lead content in the air*** (48 hours to 5 working days)		2	
Laboratory analysis to determine mould content in the air using culture analysis (minimum identification of the five most present species)***		1	
Laboratory analysis to determine mould content in the air by microscopy spore count without culture analysis*** (less than 48 hours)		1	
Laboratory analysis to determine mould content in the air by microscopy spore count without culture analysis*** (48 hours to 5 working days)		1	
Laboratory analysis to determine mould content in a material or on a surface by using culture analysis***		1	
Laboratory analysis to determine mould content in a material or on a surface by microscopy examination without culture analysis*** (less than 48 hours)		3	
Analysis to test metal leaching, except mercury, according to the requirements of Quebec Ministry of the Environment's Cahier 8 and Quebec's <i>Regulation respecting hazardous materials</i>		1	
Analysis to test metal leaching, except mercury, according to the requirements of Quebec Ministry of the Environment's Cahier 8 and Quebec's <i>Regulation respecting hazardous materials</i>		1	

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			TOTAL 2
EQUIPMENT SERVICES*** *	A PRICE PER DAY FOR OPTION YEAR 2	B WEIGHTING FACTOR	TOTAL (A × B)
Instrument for taking direct readings in order to measure temperature, percentage of relative humidity and carbon dioxide concentrations in the air		1	
TOTAL 3			

OTHER ANALYSES AND EQUIPMENT SERVICES	A % OF PROFIT ON ANALYSIS AND EQUIPMENT FOR OPTION YEAR 2	B WEIGHTING FACTOR	TOTAL (A × B)
Analysis and equipment costs		\$5,000	
TOTAL 4			
FINAL TOTAL: TOTAL 1 + TOTAL 2 + TOTAL 3 + TOTAL 4			

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\*\* Methods complying with the *Quebec Safety Code for the Construction Industry* and the *Canadian Occupational Health and Safety Regulations* and the asbestos regulatory enforcement guideline (EDSC, 2018).

\*\*\*Methods and materials complying with methods accepted by the Quebec Institut de recherche Robert-Sauvé en santé et sécurité du travail (IRSST) or the most recent IRSST Sampling Guide for air contaminants or equivalent methods and materials complying with the Canada Occupational Health and Safety regulations – Part X Hazardous substances.

\*\*\*\* Instruments complying with requirements set out in the 2005 ASHREA Handbook–Fundamentals and subsequent amendments.

## Total for evaluation purposes

Final total for Year 2 + final total for both option years: \$\_\_\_\_\_

### Costs of analysis and equipment services

Other material, equipment and laboratory analysis costs\* will be reimbursed upon submission of a bill including a markup as stipulated in this Annex (Annex B). The costs of transporting samples for laboratory analysis must be included in the submitted price.

### **Fixed prices**

In some circumstances, fixed prices must be provided on demand.

### **Travel and living expenses**

Note: Travel and living expenses are reimbursable at current Treasury Board rates. These costs are eligible only outside a 50-km radius from Place Bonaventure (800 Gauchetière Boulevard West, Montréal) and outside a 50-km radius from the new federal government building in Quebec City (155 Estimaerville Avenue, Québec City) and outside a 50-km radius from the place of business of the bidding firm. Within a 50-km radius, travel expenses (including parking costs) and living expenses are not eligible for reimbursement from PWGSC.

The hourly rate for travel time labour category must be standardized for each labour category specified in Annex B (e.g., professional industrial hygienist, industrial hygiene technician, project officer). Where travel expenses are eligible, this rate is payable from the time that an employee belonging to a labour category leaves the departure point until the employee arrives at the destination.

### **Rate and requirements for sampling activities and construction site or work monitoring**

All monitoring activities on the construction site or worksite and all sampling activities must be billed at the rate for the industrial hygiene technician. The person who performs those activities must have been assessed by Canada and must comply with all the requirements established for the industrial hygiene technician specified in this standing offer, in addition to all other requirements in this standing offer.

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**ANNEX "C"**

**SECURITY REQUIREMENTS CHECK LIST**

**See attached document below**

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## **ANNEX "D" 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 "E" "to PART 5 OF THE REQUEST FOR STANDING OFFERS

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

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

- A5.1 The Offeror certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Offeror certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to issuance of a standing offer, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Offeror is not a Joint Venture.

**OR**

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

## ANNEX "F"

### OPTIONAL SERVICES

#### Optional services

The firms selected to provide the required services as previously defined in Annex A may be required to provide, as needed, training/information services to PWGSC real estate services.

These services are optional and are not part of the required or mandatory services identified in this standing offer request.

However, firms wishing to offer these services may be awarded subsequent training/information call-ups as long as the firms have qualified to offer the services required under this application.

If PWGSC needs such training/information services, subsequent call-ups will be awarded based on the qualifications and availability of the firms, considering that:

-> the firms have indicated their interest in the subject(s) of the services requested (by completing the table below);

and

-> the order in which subsequent call-ups are awarded is followed for the services required as outlined in this Request for Standing Offers.

Table to be completed of topics/subjects for which training/information services could be offered.

	Topics/subjects for training/information services	Length of training	Type of training: Virtual (V) or at customer's site (CS)	Other (for a group of 10 people) *The services must be delivered in French*	Possible service offering (Y/N)
Asbestos	Health risks of ACMs and requirements COHS/MOHS/CSEC	2-4 hours	V or CS	Provide certification + materials (course notes)	
	Low risk work in the presence of ACMs	4 hours	CS	Provide certification + materials (course notes) + equipment that can be used on site	
	Developing and maintaining an asbestos management program (AMP)	8 hours	CS	Provide certification + materials (course notes) + AMP examples (information service)	
Confined spaces	Confined space work – Licensor / risk assessment (includes detection)	8 hours	CS + practical portion	Provide certification + materials (course notes) + equipment that may be required for the practical portion	
	Working in confined spaces – for workers and supervisors	4-8 hours	CS + practical portion	Provide certification + materials (course notes) + all equipment related to the practical portion	
	Developing and maintaining a confined space management (CSM) program	8 hours	CS	Provide certification + materials (course notes) + CSM examples (information service)	
Mould	Health risks and work in the presence of mould (Level 1)	4 hours	V or CS	Provide certification + materials (course notes) + equipment that can be used on site	
	Health risks related to mould – Qualified supervisors (levels 1 to 3)	8 hours	CS + practical portion	Provide certification + materials (course notes) + equipment that can	

				be used on site	
Respiratory protection	Respiratory protection + respirator fit test	4 hours + fit test	CS + fit test	Provide certification + materials (course notes) + fit testing equipment + masks, based on the model requested by the customer (half- and/or full-face)	
	Developing and maintaining a respiratory protection management (RPM) program	8 hours	CS	Provide certification + materials (course notes) + RPM examples (information service)	
	Performing respirator fit tests	8 hours	CS	Provide certification + material (course notes) + equipment for qualitative tests, as a minimum, + various types of half-face masks	
Other chemical hazards	Health risks for various chemical contaminants (e.g., lead, welding fumes, CO, H2S, combustible gases, mercury)	2–4 hours	V or CS	Provide certification + materials (course notes)	
	Using direct-reading detectors and monitors (e.g., 4 gas, PID, Jerome)	4–8 hours (varies depending on request)	CS + practical portion	Provide certification + materials (course notes) + equipment that may be required for the practical portion	
Radon	Radon health risks and control measures	4 hours	V or CS	Provide certification + materials (course notes)	
Noise	Noise hazards	2 hours	V or CS	Provide certification + materials (course notes)	
Other physical hazards	Health risks of various specific physical contaminants (e.g., heat hazards, ionizing/non-ionizing radiation)	2–4 hours	V or CS	Provide certification + materials (course notes)	
Ergonomics	Ergonomics – manual load handling	2 hours + practice	CS	Provide certification + materials (course notes)	
	Ergonomics – office work – workstation adjustment guidelines	2 hours	V or CS	Provide certification + materials (course notes)	
IAQ	Indoor Air Quality (IAQ) risks	2–4 hours	V or CS	Provide certification + materials (course notes)	
Lockout	Lockout – worker training	8 hours	CS + practice	Provide certification + materials (course notes) + equipment that may be required for the practical portion	
	Lockout – worksheet development training	16 hours	CS + practice	Provide certification + materials (course notes) + equipment that may be required for the practical portion	



Any person who may be required to visit a construction site must have completed the ASP Construction course on general health and safety on construction sites and must provide a certificate for this training.

If entry into confined spaces is required, all persons likely to enter them must provide the manager with proof that they have completed confined space training and a single-day first aid training from a recognized organization. The persons must comply with entry procedures in effect.

Analysis laboratories belonging to firms or with which firms do business must be accredited by a recognized accreditation program for recognized industrial hygiene analysis methods that comply with section 10.19 (3) of the *Canada Occupational Health and Safety Regulations*. PWGSC reserves the right to verify such accreditations. Lack of accreditation or inapplicable or unrecognized accreditation may result in refusal by PWGSC to accept results from these laboratories.

Photos will have to be accepted by the building custodian for security reasons.

#### HEALTH AND SAFETY

PWGSC recognizes that it is responsible for protecting the health and safety of all persons working on government construction projects. It also recognizes that federal and public sector employees are entitled to the full protection of workplace health and safety regulations.

To fulfill this commitment and to help protect the health and safety of all those working on federal construction sites, PWGSC commits to complying with provincial and territorial acts and regulations pertaining to occupational health and safety, as well as the requirements of Part II of the *Canada Labour Code*.

In accepting this mandate, the consultant working at the site must:

- Depending on the work environment, have at their disposal and use the personal protective equipment (PPE) required by standards, acts and regulations in effect.  
Purchase and maintenance of the PPE is the consultant's responsibility;
- Have a means of communication in his or her possession in order to respond to emergency situations;
- Use safe means of transportation to protect individual health and safety;
- Know that he or she has the right to refuse any work that poses a hazard to his or her health or safety, and exercise that right when appropriate.

#### PHYSICAL SECURITY

- Each department is responsible for ensuring its own security. As such, in subsequent contracts, the department requesting the service may require a higher level of security than originally anticipated.
- If photos need to be taken, the department receiving the service must confirm that the images taken are unclassified.

## ANNEX G- COVID-19 Vaccination Requirement Certification

(page 1 of 2)

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 the  
resulting Contract who access federal government workplaces where they may come into contact with  
public servants will be:

fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or  
(a) \_\_\_\_\_ 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;

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 Contract. I understand that the certifications provided to Canada are subject to  
verification at all times. I also understand that Canada will declare a contractor in default, if a certification  
is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. 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 Contract.

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

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

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## **ANNEX G - COVID-19 Vaccination Requirement Certification**

(page 2 of 2)

### 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 the Contract and who require access to federal government workplaces where they may come into contact with public servants.

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## **ANNEX H**

### **Application for registration (AFR) for the Contract Security Program (CSP)**

[Application for Registration \(AFR\) form \(PWGSC-TPSGC 471\)](#)



**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  
2. Branch or Directorate / Direction générale ou Direction: BI-SPT

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  
OCIR Offre à commande pour services en hygiène industrielle pour la Région du Québec

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? (Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  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 type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

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

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



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

Special comments:  
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	SECRET	TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL	SECRET		A	B	C	CONFIDENTIEL	SECRET	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?  No / Non  Yes / Oui  
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

**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?  No / Non  Yes / Oui  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

**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).**