RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving/Réception des soumissions :

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada 200 Kent Street | 200 rue Kent Ottawa, ON, K1A 0E6

Email / Courriel :DFO.tenderssoumissions.MPO@dfo-mpo.gc.ca Cc: Mazen.Obeid@dfo-mpo.gc.ca

REQUEST FOR STANDING OFFER DEMANDE D'OFFRES À COMMANDES (DOC)

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

Title / Titre	Date
Environmental Site Assessment Services	September 8, 2023

Solicitation No. / Nº de l'invitation 30004115

for Various Locations in Quebec

Client Reference No. / No. de référence du client(e) 30004115

Solicitation Closes / L'invitation prend fin

At /à: 14:00

EDT (Eastern Daylight Time) / HAE (Heure Avancée de l'Est)

On / le: 29 September, 2023

F.O.B. / F.A.B.	Taxes	F.O.B. / F.A.B.
Destination	See herein — Voir	Destination
	ci-inclus	

Destination of Goods and Services / Destinations des biens et services

See herein — Voir ci-inclus

Instructions

See herein — Voir ci-inclus

Address Inquiries to : /

Adresser toute demande de renseignements à :

Mazen Obeid, Senior Contracting Officer

Email / Courriel: DFO.tenders-soumissions.MPO@dfo-mpo.gc.ca

Cc: Mazen.Obeid@dfo-mpo.gc.ca

Delivery Required / Livraison exigée See herein — Voir en ceci Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur

Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur

Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)

Signature	Date

REQUEST FOR STANDING OFFER (RFSO) 30004115

Environmental Site Assessment Services for Various Locations in Quebec

FISHERIES AND OCEANS CANADA

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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, and the Electronic Payment Instruments..

1.2 Summary

1.2.1 Fisheries and Oceans Canada (the Department) requires the services of firms working in the field of contaminated sites and the environment to carry out a variety of projects at sites under the Department's responsibility in Quebec

The professional services described in the Standing Offer will be provided on behalf of the Department in the province of Quebec and will include the following:

- Stream 1 Environmental site assessment and environmental remediation, excluding the territory covered under the *James Bay and Northern Quebec Agreement*;
- Stream 2 Toxicological and ecotoxicological risk assessment and related studies, excluding the territory covered under the *James Bay and Northern Quebec Agreement*;

Some sites are only accessible by helicopter or boat. Therefore, in certain situations, the consultant must anticipate the planning and logistics required for remote areas.

DFO is looking to award up to 5 Standing Offers for Stream 1 and up to 3 Standing Offers for Stream 2.

Period of the Standing Offer

The services are to be performed on an "as-and-when-required" basis during the period from date of award to August 31, 2028.

Categories of Resources Required

Senior Project Manager, Intermediate Project Manager, Senior Project Manager, Intermediate Project Manager, Junior Project Manager, Senior Professional, Intermediate Professional, Junior Professional, Senior Technician, Intermediate Technician, Junior Technician, Draftsman, and Support staff, editing and management.

- **1.2.2** The Request for Standing Offers (RFSO) is to establish Regional Standing Offers for the requirement detailed in the RFSO, to the Identified Users in the Region of Québec, excluding locations within Québec that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Québec will have to be treated as a separate procurement, outside of the resulting standing offers.
- 1.2.3 The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Ukraine Free Trade Agreement, Canada-Honduras Free Trade Agreement, World Trade Organization—Agreement on Government Procurement (WTO-GPA), and the Canadian Free Trade Agreement (CFTA).

1.3 Security Requirements

There is no security requirement applicable to the Standing Offer.

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 (fifteen) 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.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2006</u> (2022-12-01) Standard Instructions - Request for Standing Offers - Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans (DFO) Bid Receiving Unit by the date, time and place indicated in the RFSO.

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

2.3 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority (see section 7.0) no later than **ten (10)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.4 Applicable Laws

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

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

2.5 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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

(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

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

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

Section I: Technical Offer (1 Soft Copy)

Section II: Financial Offer (1 Soft Copy)

Section III: Certifications (1 Soft Copy)

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

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

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

Canada requests that offerors follow the format instructions described below in the preparation of hard copy of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the RFSO.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green
Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, Offerors should:

- 1) Include all environmental certification(s) relevant to your organization (e.g., ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g., Forest Stewardship Council (FSC), ENERGYSTAR, etc.)
- 3) Unless otherwise noted, Offerors are encouraged to submit offers electronically. If hard copies are required, Offerors should:
 - a. use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

b. use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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.

3.1.1 List of Proposed Subcontractors

A7035T (2007-05-25), List of Proposed Subcontractors

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Attachment 2 to Part 4.

3.1.2 Electronic Payment of Invoices - Offer

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

If Annex "1" to Part 3 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4

4.1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4

4.1.2 Financial Evaluation

Refer to Attachment 2 to Part 4

4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer

4.2 Basis of Selection – Highest Combined Rating of Technical Merit and Price

Stream 1:

- 1. To be declared responsive for Stream 1, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **49 points** overall for the technical evaluation criteria which are subject to point rating for **Stream 1**. The rating is performed on a scale of **70 points**.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

Stream 2:

- 1. To be declared responsive for Stream 2, a bid must:
 - d. comply with all the requirements of the bid solicitation; and
 - e. meet all mandatory criteria; and
 - f. obtain the required minimum of **42 points** overall for the technical evaluation criteria which are subject to point rating for **Stream 2**. The rating is performed on a scale of **60 points**.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
	Offeror		
	Offeror 1 Offeror 2 Offeror 3		
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
	Calculations		
Technical Merit Score	115/135 x 70 = 59.62	89/135 x 70 = 46.14	92/135 x 70 = 47.70
Pricing Score	45/55 x 30 = 24.54	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating	84.16	73.14	77.70
Overall Rating	1st	3rd	2nd

ATTACHMENT 1 to PART 4 - TECHNICAL CRITERIA

An Offeror can submit an offer for Stream 1 or Stream 2, or for both streams. Offerors must complete the corresponding tables for each stream for which they wish to submit an offer.

Mandatory Technical Criteria

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. The Offeror must clearly demonstrate that they meet all the mandatory requirements in order for the proposal to be considered for further evaluation. Proposals that do not meet the mandatory criteria will be excluded from further consideration.

The Offeror must include the following table in the proposal, indicating that it meets the mandatory criteria, and providing the proposal page number for the section containing information that can be used to verify that the criteria have been met.

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

STREAM 1 - Environmental site assessment and environmental remediation

Number	Mandatory Criteria	Meets the requirements? Yes/No (evaluation team to complete)	Reference to proposal (Offeror to insert)
M1	The Offeror must propose three (3) key resources wi to this standing offer as presente		will be assigned
M1a	The Offeror <u>must</u> propose one (1) Project Director with <u>at least</u> twelve (12) years of relevant experience in contaminated sites during the last fifteen (15) years and <u>must</u> demonstrate experience by providing a curriculum vitae (CV) with a detailed description of previous work experience. The proposed Project Director <u>must</u> have a bachelor's degree in an environment-related field and the Offeror <u>must</u> provide a copy of the degree with their bid.		
M1b	The Offeror <u>must</u> propose one (1) intermediate level project manager (professional) with at least five years of experience in contaminated sites and one (1) senior project manager with at least nine (9) years of experience in contaminated sites and <u>must</u> demonstrate experience by providing a curriculum vitae (CV) with a detailed description of previous work experience. The proposed project managers <u>must</u> each have a		

	bachelor's degree in an environment-related field and the Offeror must provide a copy of the degree with their bid.
	The Offeror <u>must</u> have completed at least five (5) projects recently (i.e. carried out in the last [5] years) in Quebec involving environmental site assessments, in relation to the statement of work (section 2.2).
	Overall, the projects presented <u>must</u> have included the following, as a minimum:
	- One project in a remote location ¹ ;
	- One environmental site assessment (ESS), phase II or III;
M2	- One environmental remediation project;
	The project sheets should contain the following information:
	Name of the client organization that received the services; A description of the type and scope of services rendered;
	3. The dates and duration of the project (indicating the start and end dates of the work).

STREAM 2 – Toxicological and ecotoxicological risk assessment and related studies

Number	Mandatory Criteria	Meets the requirements? Yes/No (evaluation team to complete)	Reference to proposal (Offeror to insert)
М3	The Offeror must propose two (2) key resources within the company who will be assigned to this standing offer in M3a and M3b.		

¹ What is meant by remote region is that the site is only accessible by boat or helicopter or is located in the Côte-Nord or Nord-du-Québec regions.

The Offeror **must** propose one (1) Project Director with at least twelve (12) years of relevant experience in risk assessment over the past fifteen (15) years and must demonstrate experience by providing a curriculum vitae (CV) with a detailed description of previous work experience. МЗа The proposed Project Director must have a bachelor's degree in an environment-related field and the Offeror must provide a copy of the degree with their bid. The Offeror **must** propose one (1) intermediate level project manager (professional) with at least five years of experience in risk assessment and must demonstrate experience by providing a curriculum vitae (CV) with a detailed description M₃b of previous work experience. The proposed project manager **must** have a bachelor's degree in an environment-related field and the Offeror **must** provide a copy of the degree with their bid. The Offeror **must** have completed at least three (3) projects in Canada recently (i.e. carried out in the last five [5] years) involving risk assessment studies related to section 2.3 of the Statement of Work. Overall, the projects presented **must** have included at least: One toxicological and ecotoxicological assessment conducted according to the federal approach; **M4** A risk management plan. The project sheets should contain the following information: 1. Name of the organization that received the services; 2. A description of the type and scope of services rendered; 3. The dates and duration of the project (indicating the start and end dates of the work).

Rated Technical Criteria

Canada

Fisheries and Oceans

Proposals meeting the mandatory criteria will be evaluated and rated against the following point-rated criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Offeror's response and to enable the evaluation team to rate the proposals.

The Offeror <u>MUST</u> obtain a minimum score of **49 points** for the point-rated criteria for Stream 1, and a minimum score of **42 points** for the point-rated criteria for Stream 2. Offers that fail to obtain the minimum number of points required will be declared non-responsive.

Note that key personnel may be replaced by personnel with equivalent experience and qualifications and additional personnel may be included in call-ups in accordance with the rates presented and the needs.

STREAM 1 - Environmental site assessment and environmental remediation

Number	Point-Rated Criteria	Evaluation Grid	Reference to proposal (Offeror to insert)
RC1	The Offeror must demonstrate that it has resources within its company that have the necessary academic training, professional experience and skills for all the services required to carry out the types of projects described in the Statement of Work (Annex "A, Part 1.1"). Identify the role of each person on the team by using the position title and level of experience (e.g. intermediate project manager) in Table 1 or according to the categories specified in the cost table in Annex 2, Part 4. For professionals, identify the field of expertise for each professional.	 1 point per resource category presented, up to a maximum of 7 points, 1 additional point for professional expertise relevant to the services required (e.g., biologist, hydrologist, hydrogeologist), up to a maximum of 3 points, 1 additional point per person for experience in the federal approach, for the project manager, the project director and professionals, up to a maximum of 5 points. 	
Assessed score for RC1 (Maximum of 15 points) (evaluation team to complete)		/15	
RC2	For the five contaminated site project sheets presented under mandatory criterion M2, the Offeror must demonstrate that it has conducted projects of variable nature related to section 2.2 of the Statement of Work. The project sheets should contain the following information: 1. Name of the client organization that received the services; 2. A description of the type and scope of	For each sheet presented: maximum of 1 point for each criterion listed, up to a maximum of 5 points/sheet	

services rendered; 3. The dates and duration of the project (indicating the start and end dates of the work). The evaluation of previous projects submitted will consider, among others, the following criteria: ✓ Project's technical complexity*; ✓ Project size; ✓ Project involving several media (soil, sediments, groundwater, air, surface water) or contaminants; ✓ Project involving several types of services such as those described in section 2.2 of the Statement of Requirements, Stream 1; ✓ Project conducted according to the federal approach to contaminated sites (see Statement of Work, section 2.2). Assessed score for RC2 (Maximum of 25 points) /25 (evaluation team to complete) RC3 Firm's approach, methodology and service management approach (10 points): The Offeror Explain how you will go about remediating a provides à *comprehensive* site that is accessible only by helicopter, and complete description of and includes 200 m³ of metal-contaminated their approach soil along with a 15 m² pool containing (8 points): The Offeror battery debris that has contaminated the provides a *complete* water and sediments. The site is located in description of their approach. the Basse-Côte-Nord region. RC3.1 (5 points): The Offeror It is recommended that your answer be provides a *general* limited to 1,000 words. description of their approach. (0 point): The Offeror provides a deficient or incorrect description of their approach. (10 points): The Offeror DFO has a minor shore light that is located provides a *comprehensive* RC3.2 on provincially owned property. The light is and complete description of surrounded by a fence and is located near their approach. a regional park.

	 Explain what guidelines/criteria apply to the assessment of soil quality. Explain what guidelines/criteria would be applicable if the site were located in the 0–2-year flood zone. It is recommended that your answer be limited to 1,000 words. 	(8 points): The Offeror provides a <i>complete</i> description of their approach. (5 points): The Offeror provides a <i>general</i> description of their approach (0 point): The Offeror provides a <i>deficient or incorrect</i> description of their approach.	
RC3.3	When characterizing soils, you measured unexpected concentrations of chemical compounds (e.g. high concentrations of a parameter for which there is no known source of contamination). 1) What approach would you use to explain whether the concentration is of natural origin, due to an error in the laboratory's chemical analysis, or linked to the presence of contamination? 2) Would the approach be the same for another type of medium (water)? If not, what special elements would have to be considered? It is recommended that your answer be limited to 1,000 words.	(10 points): The Offeror provides a <i>comprehensive</i> and complete description of their approach. (8 points): The Offeror provides a <i>complete</i> description of their approach. (5 points): The Offeror provides a <i>general</i> description of their approach. (0 point): The Offeror provides a <i>deficient or incorrect</i> description of their approach.	
		RC3 (Maximum of 30 points) (evaluation team to complete)	/30

* Complexity may be associated with how accessible the site is and whether special logistics or specific types of machinery are required, to the type of work to be done (in situ treatment of soils or groundwater, etc.), and to the diversity of issues to be managed (public security, tides, short execution window, presence of sensitive species, etc.)



The following definitions will be used to determine how well the Offeror meets criteria RC3.1, RC3.2 and RC3.3:

Comprehensive means that the supplier's approach is supported by facts and concrete examples of its methodology, which are used to identify (using various factors) the most realistic option selected.

Complete means that the supplier's approach identifies all the factors to be considered in the analysis.

General means that the supplier's approach identifies certain factors to be considered in the analysis, but some factors are missing.

Deficient or incorrect means that there are significant gaps or incorrect information in the supplier's approach.

STREAM 2 – Toxicological and ecotoxicological risk assessment and related studies

Number	Point Rated Criteria	Evaluation Grid	Reference to proposal (Offeror to insert)
RC4	The firm must demonstrate that it has resources with the necessary academic training, professional experience, and skills, abilities and know-how related to the services required to carry out the types of projects described in section 2.3 of the Statement of Work (Annex "A, part 1.1"). Identify the role of each person presented as part of the team, by giving the position title and level of experience (e.g. intermediate project manager) in Table 1 or according to the categories specified in the cost table in Annex 2, part 4. For professionals, identify their field of expertise.	 - 3 points per category of personnel presented, up to a maximum of 12 points, - 1 additional point per person for experience in projects with federal government departments, up to a maximum of 3 points. 	
	Assessed score for	RC4 (Maximum of 15 points) (evaluation team to complete)	/15
	For the three project sheets on risk assessment presented under mandatory criterion M4, the Offeror must demonstrate that it has carried out projects of variable nature related to the Statement of Work.	For each sheet submitted:	
RC5	The assessment of the previous projects submitted will, among other things, consider the following criteria:	maximum of 1 points for each criterion listed, up to a maximum of 5 points/sheet.	
	✓ Technical complexity of the project;		
	✓ Scope of project;		
	 Project conducted using the federal approach; 		
	✓ Project involving required services or additional services		

as described in the Statement of Requirements, Stream 2; ✓ Projects carried out in the territory for which the Offeror has presented an offer. Assessed Score for RC5 (Maximum of 25 points) /25 (evaluation team to complete) RC6 Firm's approach, methodology and service management approach (10 points): The Offeror In a problem formulation, you identified soil provides a *comprehensive* data parameters for which some and complete description of concentrations exceed the limit of detection their approach. and for which there are no federal (8 points): The Offeror guidelines or any valid guidelines in another provides a *complete* Canadian province. Indicate what avenues description of their approach. should be considered to determine whether **RC6.1** these parameters are contaminants of (5 points): The Offeror concerns that should be included in the rest provides a *general* of the assessment description of their approach. (0 point): The Offeror It is recommended that your answer be provides a *deficient or* limited to 1,000 words. incorrect description of their approach. Following a risk assessment for a lighthouse site on a rocky islet in the (10 points): The Offeror middle of the St. Lawrence, a human provides a *comprehensive* health risk is identified with regard to lead. and complete description of The former lighthouse was sold to an their approach. organization that is dedicated to safeguarding maritime heritage and that (8 points): The Offeror has carried out some restoration work with provides a complete a view to turning the lighthouse into a description of their approach. RC6.2 tourist attraction (visit to lighthouse but no (5 points): The Offeror possibility of staying overnight at the site). provides a *general* As part of a risk management plan, what description of their approach. would you recommend in terms of measures to be implemented to reduce the (0 points): The Offeror risk to human health? Justify your provides a deficient or incorrect description of their recommendations. approach. It is recommended that your answer be limited to 1,000 words. Assessed score for RC6 (Maximum of 20 points) /20 (evaluation team to complete)

/60	RC4 + RC5 + RC6 – Maximum of 60 points (Minimum number of points = 42)
	(evaluation team to complete)

The following definitions will be used to assess the Offeror's response to criteria **RC6.1**, **RC6.2** and **RC6.3**:

Comprehensive means that the supplier's approach is supported by facts and concrete examples of their methodology, which are used to identify (using various factors) the most realistic options elected.

Complete means that the supplier's approach identifies all the factors to be considered in the analysis.

General means that the supplier's approach identifies certain factors to be considered in the analysis, but some factors are missing.

Deficient or incorrect means that there are significant gaps in or incorrect information in the supplier's approach.

ATTACHMENT 2 to PART 4 - FINANCIAL PROPOSAL

An Offeror can submit an offer for Stream 1 or Stream 2, or for both streams. The Offeror must complete the corresponding tables for each stream for which they wish to submit an offer.

STREAM 1 - Environmental Site Assessment and Environmental Remediation

The financial proposal will be opened only for companies demonstrating that they meet the mandatory requirements of Stream 1 and those with the minimum technical score of 49 points required overall for the technical evaluation criteria which are subject to point rating for Stream 1.

The financial proposal will be evaluated out of a maximum score of 30 points. The lowest Financial Bid Total will receive a score of 30. Other companies will be pro-rated in accordance with the formula in the Basis of Selection.

The Offeror must provide a rate for each type of resource requested. Rates as offered per year will remain fixed during the course of the Standing Offer. Increases in hourly rates will not be permitted during the Standing Offer period.

Year 1: Date of Standing Offer Award to August 31, 2024

Title of Resource	Firm Hourly Rates (A)	Estimated Number of Hours (B)	Total (C) = (AxB)
Senior Project Director	\$	10	\$
Intermediate Project Director	\$	5	\$
Senior Project Manager	\$	20	\$
Intermediate Project Manager	\$	20	\$
Junior Project Manager	\$	15	\$
Senior Professional	\$	10	\$
Intermediate Professional	\$	10	\$
Junior Professional	\$	10	\$
Senior Technician	\$	10	\$
Intermediate Technician	\$	10	\$
Junior Technician	\$	10	\$
Draftsperson	\$	3	\$
Support, Editing and Management Staff	\$	2	\$
Sum of Column C for Year 1:			

Year 2: September 1, 2024 to August 31, 2025

Title of Resource	Firm Hourly Rates (A)	Estimated Number of Hours (B)	Total (C) = (AxB)
Senior Project Director	\$	10	\$
Intermediate Project Director	\$	5	\$
Senior Project Manager	\$	20	\$
Intermediate Project Manager	\$	20	\$
Junior Project Manager	\$	15	\$
Senior Professional	\$	10	\$
Intermediate Professional	\$	10	\$
Junior Professional	\$	10	\$
Senior Technician	\$	10	\$
Intermediate Technician	\$	10	\$
Junior Technician	\$	10	\$
Draftsperson	\$	3	\$
Support, Editing and Management Staff	\$	2	\$
Sum of Column C for Year 2:			

Year 3: September 1, 2025 to August 31, 2026

Title of Resource	Firm Hourly Rates (A)	Estimated Number of Hours (B)	Total (C) = (AxB)
Senior Project Director	\$	10	\$
Intermediate Project Director	\$	5	\$
Senior Project Manager	\$	20	\$
Intermediate Project Manager	\$	20	\$
Junior Project Manager	\$	15	\$
Senior Professional	\$	10	\$
Intermediate Professional	\$	10	\$
Junior Professional	\$	10	\$
Senior Technician	\$	10	\$
Intermediate Technician	\$	10	\$
Junior Technician	\$	10	\$
Draftsperson	\$	3	\$

Support, Editing and Management Staff	\$	2	\$
	Sum of Column C for Year 3:		

Year 4: September 1, 2026 to August 31, 2027

Title of Resource	Firm Hourly Rates (A)	Estimated Number of Hours (B)	Total (C) = (AxB)
Senior Project Director	\$	10	\$
Intermediate Project Director	\$	5	\$
Senior Project Manager	\$	20	\$
Intermediate Project Manager	\$	20	\$
Junior Project Manager	\$	15	\$
Senior Professional	\$	10	\$
Intermediate Professional	\$	10	\$
Junior Professional	\$	10	\$
Senior Technician	\$	10	\$
Intermediate Technician	\$	10	\$
Junior Technician	\$	10	\$
Draftsperson	\$	3	\$
Support, Editing and Management Staff	\$	2	\$
Sum of Column C for Year 4:			

Year 5: September 1, 2027 to August 31, 2028

Title of Resource	Firm Hourly Rates (A)	Estimated Number of Hours (B)	Total (C) = (AxB)
Senior Project Director	\$	10	\$
Intermediate Project Director	\$	5	\$
Senior Project Manager	\$	20	\$
Intermediate Project Manager	\$	20	\$
Junior Project Manager	\$	15	\$
Senior Professional	\$	10	\$
Intermediate Professional	\$	10	\$
Junior Professional	\$	10	\$
Senior Technician	\$	10	\$
Intermediate Technician	\$	10	\$

Junior Technician	\$	10	\$
Draftsperson	\$	3	\$
Support, Editing and Management Staff	\$	2	\$
Sum of Column C for Year 5:			

<u>Stream 1 - Total Proposed Price for Resources for Evaluation Purposes:</u>

Sub-total for Year 1 \$
+
Sub-total for Year 2\$
+
Sub-total for Year 3 \$
+
Sub-total for Year 4 \$
+
Sub-total for Year 5 \$
= \$
Financial Bid Total for Resources, GST/HST Extra

The tables below will be used for financial evaluation purposes only. Offerors must provide prices in the tables below for all analyses mentioned. All prices submitted by the Offeror must remain firm for the period of the Standing Offer. Increases in hourly rates will not be permitted during this period. The Offeror's rates will be inserted at time of award and will serve as the basis for payment table. Prices submitted for chemical analyses must include all applicable costs (such as those for managing samples).

Year 1: Date of Standing Offer Award to August 31, 2024

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Soil	Petroleum hydrocarbons (F1-F4)	\$
3011	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
Sediments	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Seaments	Mercury	\$

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	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Surface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

Year 1 Total (for the financial evaluation only) \$

Year 2: September 1, 2024 to August 31, 2025

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Soil	Petroleum hydrocarbons (F1-F4)	\$
5011	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$

Ourface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

Year 2 Total (for the financial evaluation only)

Solicitation No. – Nº de l'invitation :

\$

30004115

Year 3: September 1, 2025 to August 31, 2026

Chemical Analyses	Required Parameter	Unit Price per Analysis	
(A)	(B)	(C)	
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$	
	Mercury	\$	
	Petroleum hydrocarbons (C10-C50)	\$	
Soil	Petroleum hydrocarbons (F1-F4)	\$	
3011	PAHs	\$	
	PAHs – low limits (CCME)	\$	
	BTEX	\$	
	MAHs	\$	
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$	
Sediments	Mercury	\$	
	PAHs	\$	
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$	
Groundwater	Mercury	\$	
	Petroleum hydrocarbons (F1-F2)	\$	
0 (1)	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$	
Surface water	Mercury	\$	
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$	

Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Year 3 Total (for the financial evaluation only)		\$

Year 4: September 1, 2026 to August 31, 2027

Chemical Analyses Required Parameter		Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Soil	Petroleum hydrocarbons (F1-F4)	\$
3011	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Curface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	\$	

Year 5: September 1, 2027 to August 31, 2028

Chemical Analyses	Required Parameter	Unit Price per Analysis		
(A)	(B)	(C)		
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$		
	Mercury	\$		
	Petroleum hydrocarbons (C10-C50)	\$		
Soil	Petroleum hydrocarbons (F1-F4)	\$		
Soil	PAHs	\$		
	PAHs – low limits (CCME)	\$		
	BTEX	\$		
	MAHs	\$		
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$		
Sediments	Mercury	\$		
	PAHs	\$		
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$		
Groundwater	Mercury	\$		
	Petroleum hydrocarbons (F1-F2)	\$		
Curtoso water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$		
Surface water	Mercury	\$		
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$		
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$		
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$		
	Year 5 Total (for the financial evaluation only)			

<u>Stream 1 - Total Proposed Price for Chemical Analysis for Evaluation Purposes:</u>

Sub-total for Year 4 \$	
+ Sub-total for Year 5 \$	
= \$	
% surcharge for quick-turnaround analyses	12 hours:% surcharge (to be completed by the Offeror)
(This table must be completed by the Offeror and included in	24 hours:% surcharge (to be completed by the Offeror)
the financial proposal. Surcharge percentage rates will not be used in the financial evaluation but will be used to have firm	48 hours:% surcharge (to be completed by the Offeror)
rates if needed for a call-up.)	72 hours:% surcharge (to be completed by the Offeror)
Total Proposed Price for Evaluation Purposes for Stream 1 (S Resources and the proposed price for Chemical Analysis): Financial Bid Total for Year 1 \$	
= \$ Financial Bid Total, GST/HST Extra	

STREAM 2 - Toxicological and ecotoxicological risk assessment and related studies

The financial proposal will be opened only for companies demonstrating that they meet the mandatory requirements of Stream 2 and those with the minimum technical score of 42 points required overall for the technical evaluation criteria which are subject to point rating for Stream 2.

The financial proposal will be evaluated out of a maximum score of 30 points. The lowest Financial Bid Total will receive a score of 30. Other companies will be pro-rated in accordance with the formula in the Basis of Selection.

The Offeror must provide a rate for each type of resource requested. Rates as offered per year will remain fixed during the course of the Standing Offer. Increases in hourly rates will not be permitted during the Standing Offer period.

Year 1: Date of Standing Offer Award to August 31, 2024

Title of Resource	Firm Hourly Rates (A)	Estimated Number of Hours (B)	Total (C) = (AxB)
Senior Project Director	\$	10	\$
Intermediate Project Director	\$	5	\$
Senior Project Manager	\$	20	\$
Intermediate Project Manager	\$	20	\$
Junior Project Manager	\$	15	\$
Senior Professional	\$	10	\$
Intermediate Professional	\$	10	\$
Junior Professional	\$	10	\$
Senior Technician	\$	10	\$
Intermediate Technician	\$	10	\$
Junior Technician	\$	10	\$
Draftsperson	\$	3	\$
Support, Editing and Management Staff	\$	2	\$
Sum of Column C for Year 1:			

Year 2: September 1, 2024 to August 31, 2025

Title of Resource	Firm Hourly Rates (A)	Estimated Number of Hours (B)	Total (C) = (AxB)
Senior Project Director	\$	10	\$
Intermediate Project Director	\$	5	\$
Senior Project Manager	\$	20	\$
Intermediate Project Manager	\$	20	\$

Junior Project Manager	\$ 15	\$
Senior Professional	\$ 10	\$
Intermediate Professional	\$ 10	\$
Junior Professional	\$ 10	\$
Senior Technician	\$ 10	\$
Intermediate Technician	\$ 10	\$
Junior Technician	\$ 10	\$
Draftsperson	\$ 3	\$
Support, Editing and Management Staff	\$ 2	\$
	Sum of Column C for Year 2:	

Year 3: September 1, 2025 to August 31, 2026

Title of Resource	Firm Hourly Rates (A)	Estimated Number of Hours (B)	Total (C) = (AxB)
Senior Project Director	\$	10	\$
Intermediate Project Director	\$	5	\$
Senior Project Manager	\$	20	\$
Intermediate Project Manager	\$	20	\$
Junior Project Manager	\$	15	\$
Senior Professional	\$	10	\$
Intermediate Professional	\$	10	\$
Junior Professional	\$	10	\$
Senior Technician	\$	10	\$
Intermediate Technician	\$	10	\$
Junior Technician	\$	10	\$
Draftsperson	\$	3	\$
Support, Editing and Management Staff	\$	2	\$
	Sum of Co	olumn C for Year 3:	

Year 4: September 1, 2026 to August 31, 2027

Title of Resource	Firm Hourly Rates (A)	Estimated Number of Hours (B)	Total (C) = (AxB)
Senior Project Director	\$	10	\$
Intermediate Project Director	\$	5	\$

Senior Project Manager	\$	20	\$
Intermediate Project Manager	\$	20	\$
Junior Project Manager	\$	15	\$
Senior Professional	\$	10	\$
Intermediate Professional	\$	10	\$
Junior Professional	\$	10	\$
Senior Technician	\$	10	\$
Intermediate Technician	\$	10	\$
Junior Technician	\$	10	\$
Draftsperson	\$	3	\$
Support, Editing and Management Staff	\$	2	\$
	Sum of Co	olumn C for Year 4:	

Year 5: September 1, 2027 to August 31, 2028

Title of Resource	Firm Hourly Rates (A)	Estimated Number of Hours (B)	Total (C) = (AxB)
Senior Project Director	\$	10	\$
Intermediate Project Director	\$	5	\$
Senior Project Manager	\$	20	\$
Intermediate Project Manager	\$	20	\$
Junior Project Manager	\$	15	\$
Senior Professional	\$	10	\$
Intermediate Professional	\$	10	\$
Junior Professional	\$	10	\$
Senior Technician	\$	10	\$
Intermediate Technician	\$	10	\$
Junior Technician	\$	10	\$
Draftsperson	\$	3	\$
Support, Editing and Management Staff	\$	2	\$
	Sum of Co	olumn C for Year 5:	

Stream 2 - Total Proposed Price for Resources for Evaluation Purposes:

Sub-total for Year 1 \$_	
+	
Sub-total for Year 2 \$_	

Sub-total for Year 3 \$_____ Sub-total for Year 4 \$_____ Sub-total for Year 5 \$_____ Financial Bid Total for Resources, GST/HST Extra

The tables below will be used for financial evaluation purposes only. Offerors must provide prices in the tables below for all analyses mentioned. All prices submitted by the Offeror must remain firm for the period of the Standing Offer. Increases in hourly rates will not be permitted during this period. The Offeror's rates will be inserted at time of award and will serve as the basis for payment table. Prices submitted for chemical analyses must include all applicable costs (such as those for managing samples).

Year 1: Date of Standing Offer Award to August 31, 2024

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Soil	Petroleum hydrocarbons (F1-F4)	\$
3011	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Surface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
Leaching test (Regulation	5 metals (As, Cd, Cr, Hg, Pb)	\$

Respecting Hazardous Material)		
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Year 1 Total (for the financial evaluation only)		\$

Year 2: September 1, 2024 to August 31, 2025

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Soil	Petroleum hydrocarbons (F1-F4)	\$
Soil	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Curface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Year 2 Total (for the financial evaluation only)	\$

Year 3: September 1, 2025 to August 31, 2026

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Soil	Petroleum hydrocarbons (F1-F4)	\$
3011	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
0 (1)	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Year 3 Total (for the financial evaluation only)	\$

Year 4: September 1, 2026 to August 31, 2027

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)

7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) \$ \$ Mercury Petroleum hydrocarbons (C10-C50) \$ \$ Petroleum hydrocarbons (F1-F4) Soil \$ **PAHs** \$ PAHs – low limits (CCME) \$ **BTEX** \$ MAHs 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) \$ \$ Sediments Mercury **PAHs** \$ 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) \$ Groundwater \$ Mercury Petroleum hydrocarbons (F1-F2) \$ 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) \$ Surface water \$ Mercury Leaching test (Regulation \$ 5 metals (As, Cd, Cr, Hg, Pb) Respecting Hazardous Material) \$ Water leaching test 8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn) 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) \$ Vegetation \$ Year 4 Total (for the financial evaluation only)

Year 5: September 1, 2027 to August 31, 2028

Chemical Analyses Required Parameter U		Unit Price per Analysis
(A)	(A) (B)	
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Soil	Mercury	\$
Soil	Petroleum hydrocarbons (C10-C50)	\$
	Petroleum hydrocarbons (F1-F4)	\$

	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Surface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material) 5 metals (As, Cd, Cr, Hg, Pb)		\$
Water leaching test	Water leaching test 8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	
Vegetation	Vegetation 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	
	Year 5 Total (for the financial evaluation only)	\$

<u>Stream 2 - Total Proposed Price for Chemical Analysis for Evaluation Purposes:</u>

Sub-total for Year 1 \$
+
Sub-total for Year 2 \$
+
Sub-total for Year 3 \$
+
Sub-total for Year 4 \$
+
Sub-total for Year 5 \$
= \$
Financial Bid for Chemical Analysis Total, GST/HST Extra
Surcharge Table for Urgent Requests (to be completed by the Offeror)

% surcharge for quick-turnaround analyses (This table must be completed by the Offeror and included in the financial proposal. Surcharge percentage rates will not be used in the financial evaluation but will be used to have firm	12 hours:% surcharge (to be completed by the Offeror)	
	24 hours:% surcharge (to be completed by the Offeror)	
	48 hours:% surcharge (to be completed by the Offeror)	
rates if needed for a call-up.)	72 hours:% surcharge (to be completed by the Offeror)	

Total Proposed Price for Evaluation Purposes for Stream 2 (Sum of proposed price for the Resources and the proposed price for Chemical Analysis):

Financial Bid Total for Year 1 \$	
+	
Financial Bid Total for Year 2 \$	
+	
Financial Bid Total for Year 3 \$	
+	
Financial Bid Total for Year 4 \$	
+	
Financial Bid Total for Year 5 \$	
= \$	_
Financial Bid Total, GST/HST Extra	_

Notes:

Other Costs

Travel costs to sites only accessible by helicopter or boat

At actual cost price without markup.

Equipment

At cost price or rental cost without markup.

Rentals

At actual cost without markup.

Materials and Supplies

At actual cost price without markup.

Subcontracts

At actual cost without markup.

Other Direct Costs

At actual cost without markup.

Unspecified Analyses

DFO included the primary analyses that may be needed in the call-ups. However, DFO recognizes that during the period of the Standing Offer, other tests not specified below may be needed. If so, the Basis of Payment for these unspecified tests will be the price set by the current supplier for the call-up plus any applicable surcharge for urgent tests.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

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

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

5.2.1 Integrity Provisions – Required Documentation

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

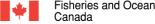
5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid_ list) available at the bottom of the page of the Employment and Social Development Canada (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



SACC Manual Clause M3020T (2016-01-28), Status of Availability of Resources – Offer

5.2.3.2 Certification of Language - French Essential

By submitting a bid, the Bidder certifies that, should it be awarded a contract as result of the bid solicitation, every individual proposed in its bid will be fluent in French. The individual(s) proposed must be able to communicate orally and in writing in French without any assistance and with minimal errors.

5.2.3.3 Former Public Servant

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

Definitions

For the purposes of this clause,

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

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

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

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

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES() NO()

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

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

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

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES() NO()

If so, the Offeror must provide the following information:

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

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

5.2.3.4 List of Names for Integrity Verification Form

Offerors must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

5.2.3.5 Contractor's Representative

The Contractor's Representative for the Contract is:

Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
F-mail·	

5.2.3.6 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

The legal name of the entity or individual, as applicable (the name associated with the Social

Insura	nce Number (SIN) or Business Number (BN), as well as the address and the postal code:
b)	The status of the contractor (individual, unincorporated business, corporation or partnership:
c) if appli	For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or icable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
d) GST/H	For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or HST number, the T2 Corporation Tax number must be shown:
The fo	ollowing certification signed by the contractor or an authorized officer:
"I certi	fy that I have examined the information provided above and that it is correct and complete"
Signat	ure
Print N	lame of Signatory

ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the Offeror or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

List of names for integrity verification form

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Contract.

Escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior
 written permission of the Contracting Authority (i.e. a new SRCL must be submitted and
 processed following the same procedure as for the initial contract).

6.2 Insurance Requirements

SACC Manual clause G1001C - Specific Requirement (2013-11-06) Insurance - Specific Requirement

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

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

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

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

Α. 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**

There is no security requirement applicable to the Contract.

Escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

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-quidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

General Conditions 7.3.1

2005 (2022-12-01) General Conditions - Standing Offers - Services, apply to and form part of the Standing Offer.

7.3.2 **Standing Offers Reporting**

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

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

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

The semi-annual reporting periods are defined as follows:

- Report 1: 1 September to 28 February (or 29 February)
- Report 2: 1 March to 31 August

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Award to 31 August, 2028 inclusively.

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users in the region of Québec, excluding locations within Québec that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within Québec that are subject to CLCAs will have to be treated as a separate procurement, outside of the standing offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Mazen Obeid

Senior Contracting Officer Procurement Services and Procurement Hub Fisheries and Oceans Canada Government of Canada

200 Kent Street Ottawa, ON K1A 0E6 Cell phone: (613) 299-2564

E-mail: Mazen.Obeid@dfo-mpo.gc.ca

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

7.5.2 Project Authority (To be provided at standing offer award)

Name:			
Title:		_	
Organization:			
Address:			
Telephone:		 	
Facsimile:	-	_	

E-mail address: _____

The Project Authority for the Standing Offer is:

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative (To be provided at standing offer award)

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 <u>Public Service Superannuation Act</u> (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: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: (to be provided at standing offer award)

7.8 Call-up Procedures

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

The call-up procedures require that, for each call-up, DFO provide at a minimum a statement of work (SoW) by email. At a minimum, the SOW should contain the following information:

- Work description
- · Estimated level of effort
- Job location
- Any other information necessary to perform the work

For each call-up, the Department may contact several firms at the same time to verify their availability and their interest in carrying out the work requested. The firms solicited will have two (2) working days to indicate their interest. Of the interested firms, the one with the highest ranking, according to the order of the right of first refusal, will be retained for the preparation of the proposal.

The Department will use the SO as deemed necessary and reserves the right to use other methods of selection, at its sole discretion, as appropriate.

7.9 Call-up Instrument

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

- 1. When issuing a call-up, the supplier must confirm within the next 48 hours that they are able to complete the tasks of the call-up and within the time specified. If the supplier fails to respond within the specified timeframe, or if the supplier is unable to complete the tasks described within the call-up within the time specified in the call-up, the request will be transmitted to the next ranked SO holder.
- 2. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 3. The following forms could be used which isavailable through PWGSC Forms Catalogue website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

or

- 4. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.
- 5. If applicable, and at the request of the call-up authority, the supplier must complete Annex E: " Non-disclosure agreement " and return a signed copy to the call-up authority prior to the start of work.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$750,000.00 (Applicable Taxes included).

7.11 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- the general conditions <u>2005</u> (2022-12-01), General Conditions Standing Offers Goods or Services:
- d) the general conditions <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity);
- e Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Insurance Requirements
- h) the Offeror's offer dated _____ (to be inserted at standing offer award)

7.12 Certifications and Additional Information

7.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing

additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.12.2 SACC Manual Clauses

M3020C (2016-01-28), Status of Availability of Resources – Standing Offer

7.12.3 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed nondisclosure agreement, attached at Annex E, and provide it to the Contracting Authority before they are given access to information by or on behalf of Canada in connection with the Work

7.13 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

As this Call-up Contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

7.2.1 General Conditions

<u>2010B</u> (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Subsection 10 of <u>2010B</u> (2022-12-01), General Conditions – Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2013-03-21), Invoice submission

Insert: Invoice submission

- Invoices must be submitted in the Contractor's name to <u>DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca</u> and <u>Attn: *TBD*</u>. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date:
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO Project Authority) <u>TBD</u>. <u>Note</u>: Invoice will be return to the Contractor if that information is not provided);
 - Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and

- If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- 3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- 4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

Section 15 Interest on Overdue Accounts, of <u>2010B</u> (2022-12-01), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Standing Offer

7.3.1 Period of the Standing Offer

The period of the Standing Offer is from date of award to 31 August, 2028.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public Service Superannuation Act</u> (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: 2012-2 of the Treasury Board Secretariat of Canada.

7.5 Payment

The basis of payment will be specified at the moment of the call-up and could be one of the following:

7.5.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ _____ (to be inserted at call-up award). Customs duties are included and Applicable Taxes are extra.

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

OR

7.5.1 Basis of Payment – Fixed Time Rate – Limitation of Expenditure

The Contractor will be paid for the Work specified in the call-up, in accordance with the Basis of payment at Annex B, and to the call-up limitation of expenditure. Customs duties are included and Applicable Taxes are extra.

7.5.2 Limitation of Expenditure

1. Canada's liability to the Contractor under the call-up must not exceed limitation of expenditure specified in the call-up. 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 specified in the call-up resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.2.1 Cost Submission - Limitation of Expenditure

<u>C0305C</u> (2014-06-26), Cost Submission – Limitation of Expenditure applies to and forms part of the contract.

7.5.3 Method of Payment

The method of payment will be specified at the moment of the call-up and could be one of the following:

Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Call-up if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada:
- c) the Work delivered has been accepted by Canada.

OR

Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Call-up if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

OR

Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Callup and the payment provisions of the Call-up if:

- a) an accurate and complete claim for payment and any other documents required by the contract have been submitted in accordance with the invoicing instructions provided in the contract and:
- b) all work associated with the milestone and, as applicable, any deliverable required has been completed and accepted by Canada

7.5.4 **SACC Manual Clauses**

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

7.5.5 Electronic Payment of Invoices - Call-up

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card:
- c. Direct Deposit (Domestic and International);

7.5.6 Travel and Living Expenses - National Joint Council Travel Directive

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

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

Estimated Cost: \$ _____(to be provided at each call-up award)

7.6 **Invoicing Instructions**

- 1. The Contractor must submit invoices in accordance with section 7.2.1 entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Each invoice must be supported by a copy of any documents as specified in the Contract.
- 3. Invoices must be submitted in the name of the contractor to DFO according to the information provided at the time of the award of the call-up, and containing the information required in article 7.2.1 (to be inserted at call-up award)

7.7 Insurance - Specific Requirements

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

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

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

7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".
- (e) Dispute Resolution (i.e. "mediation") clause: The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.
- (f) **Review of complaint clause re: contract "administration":** The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

7.9 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

- a) Paper consumption:
 - Provide and transmit draft reports, final reports in electronic format. Should printed material be
 required, double sided printing in black and white format is the default unless otherwise specified
 by the Project Authority.
 - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.

ANNEX "A"

STATEMENT OF WORK

Fisheries and Oceans Canada (the Department) needs firms working in the field of contaminated sites to carry out various projects at sites in Quebec under the Department's responsibility.

1. LOCATION OF WORK

The professional services included in the Standing Offer (SO) will be provided on behalf of the Department in the territory of the province of Quebec and include the following streams:

- Stream 1 Environmental site assessment and environmental remediation, excluding the territory covered under the *James Bay and Northern Quebec Agreement*;
- Stream 2 Toxicological and ecotoxicological risk assessment and related studies, excluding the territory covered under the *James Bay and Northern Quebec Agreement*;

Some sites are only accessible by helicopter or boat. Therefore, in certain situations, the consultant must anticipate the planning and logistics required for remote areas. Figure 1 shows the area covered by the streams.

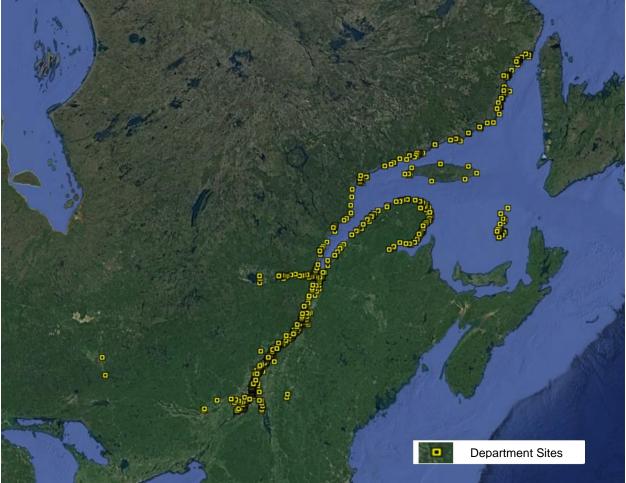


Figure 1 Location of the Department's sites for streams 1 and 2

2. REQUIRED SERVICES

2.1. General

The Department requires the services of firms working in the field of contaminated sites and the environment to carry out various tasks involving analysis, research and work of an environmental nature when requested and on an as-required basis only.

Each specific call-up against this SO will elaborate on the specific objectives for each project. However, the broader objectives described in the following sections will apply to all call-ups.

2.1.1. Confidentiality of information

Any information received and documents produced in connection with this mandate remain the sole property of the Department. The firm may not disclose, reproduce or make reference to the documents consulted or produced for the purposes of this mandate without the prior explicit written consent of the Department. This measure applies to all document formats, including electronic versions. The Department reserves the right to use the documents produced by the firm as it sees fit.

2.1.2. Language of communication

All written and verbal communications with the Project Authority must be made at an advanced level of French. Likewise, all documents provided by the firm, such as reports and analysis results, must be written in a well-structured, understandable and correctly spelled French.

Language Proficiency Grid					
	Oral Communication	Written Communication			
Basic	A person speaking at this level can: ask and answer simple questions; give simple instructions; give uncomplicated directions relating to routine work situations.	Comprehension A person reading at this level can: understand very simple texts and grasp the main idea of texts about familiar topics; read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can: write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.		

Intermediate	A person speaking at this level can: sustain a conversation on concrete topics; report on actions taken; give straightforward instructions to employees; provide factual descriptions and explanations.	 A person reading at this level can: grasp the main idea of most work-related texts; identify specific details; distinguish between main and subsidiary ideas. 	A person writing at this level can: deal with explicit information on work-related topics since they have sufficient proficiency in grammar and vocabulary.
Advanced	A person speaking at this level can: • support opinions, and understand and express hypothetical and conditional ideas.	A person reading at this level can: understand most complex details, inferences and fine points of meaning; have a good comprehension of specialized or less familiar material.	A person writing at this level can: • write texts where ideas are developed and presented in a coherent manner.

2.1.3. Regulatory and legislative compliance

The federal government must comply with the codes, regulations, laws and decisions of the federal, provincial and municipal authorities. Therefore, the firm must comply with all applicable federal and provincial regulatory requirements, including those of the Department, as well as with the regulations and directives issued by the Department.

2.1.4. Reference documents

The consultant must perform the work in accordance with the applicable federal, provincial and municipal codes, guides and standards. Consideration must be given to the following orientation documents, including but not limited to:

Federal documents

 Guidance Manual for Environmental Site Characterization in Support of Environmental and Human Health Risk Assessment (Canadian Council of Ministers of the Environment [CCME] 2016)

Volume 1: Guidance Manual

Volume 2: Checklists

Volume 3: Suggested Operating Procedures

Volume 4: Analytical Methods

- Canadian Environmental Protection Act,
- Canadian Environmental Assessment Act;
- Canadian Environmental Quality Guidelines;
- Canadian Drinking Water Guidelines (Health Canada);
- Canada-wide Standard for Petroleum Hydrocarbons (PHC) in Soil (CCME);

- Canada-wide Standard for Petroleum Hydrocarbons (PHC) in Soil: Technical Supplement (CCME);
- A Federal Approach to Contaminated Sites;
- Canada Occupational Health and Safety Regulations, Parts X and XIV;
- Workplace Hazardous Materials Information System (WHMIS);
- Migratory Birds Convention Act, 1994, SC 1994, c 22
- Migratory Birds Regulations, CRC, c 1035
- Migratory Bird Sanctuary Regulations, CRC, c 1036

Provincial documents

- Environment Quality Act,
- Land Protection and Rehabilitation Regulation;
- Regulation Respecting the Burial of Contaminated Soils;
- Regulation Respecting Contaminated Soil Storage and Contaminated Soil Transfer Stations;
- Regulation Respecting the Environmental Impact Assessment and Review of Certain **Projects**
- Regulation Respecting Hazardous Materials;
- Regulation Respecting the Landfilling and Incineration of Residual Materials;
- Guide d'intervention Protection des sols et réhabilitation des terrains contaminés [action guide to soil protection and contaminated sites remediation] (MELCC, updated 2021);
- Guide de caractérisation des terrains [site characterization guide] (MELCC);
- Guide d'échantillonnage à des fins d'analyses environnementales, Cahier 1 Généralités [environmental analysis sampling guide, Booklet 1 - general] (Centre d'expertise en analyse environnementale du Québec, CEAEQ);
- Guide d'échantillonnage à des fins d'analyses environnementales, Cahier 3 -Échantillonnage des eaux souterraines [environmental analysis sampling guide, Booklet 3 – groundwater sampling] (CEAEQ), updated in 2011;
- Guide d'échantillonnage à des fins d'analyses environnementales, Cahier 5 -Échantillonnage des sols [environmental analysis sampling guide, Booklet 5 - soil sampling] (CEAEQ);
- Guide d'échantillonnage à des fins d'analyses environnementales, Cahier 8 Echantillonnage des matières dangereuses [environmental analysis sampling guide, Booklet 8 – hazardous materials sampling] (CEAEQ);
- Mode de conservation pour l'échantillonnage des sols [preservation methods for soil sampling] (CEAEQ);

- Mode de conservation pour l'échantillonnage des eaux souterraines [preservation methods for groundwater sampling] (CEAEQ);
- Liste des méthodes suggérées pour la réalisation des analyses de laboratoire [list of suggested methods for carrying out laboratory analyses] (MELCC);
- Lignes directrices sur l'évaluation des teneurs de fond naturelles dans les sols [quidelines for the assessment of natural background levels in soils] (MELCC);
- Liste des centres autorisés de traitement des sols contaminés [list of approved contaminated soil treatment centres] (MELCC);
- Liste des lieux autorisés d'enfouissement de sols contaminés [list of approved contaminated soil disposal sites] (MELCC);
- La gestion des matériaux de démantèlement Guide de bonnes pratiques [best practices quide for managing waste from dismantling/decommissioning projects] (MELCC);
- Guide de valorisation des matières résiduelles inorganiques non dangereuses de source industrielle comme matériaux de construction [guide to the reclamation of inorganic nonhazardous industrial waste as construction materials] (MELCC);
- Act Respecting Occupational Health and Safety (CQLR c S-2.1);
- Regulation Respecting Occupational Health and Safety (CQLR c S-2.1, r 19.01);
- Safety Code for the Construction Industry (CQLR c S-2.1, r 6);

Documents from other organizations

- Phase I Environmental Site Assessment | CAN/CSA-Z768
- Phase II Environmental Site Assessment | CAN/CSA-Z769

In case of omissions or contradictions between these requirements, the most stringent requirements will apply. The firm must ensure that it has the most up-to-date versions of documentation.

2.1.5. Rights, notices and permits

Unless stated otherwise in a call-up, the firm must obtain the permits required to perform the work from the relevant federal, provincial and municipal authorities at its own expense. The firm must submit a copy of all permits and other elements that may be required by federal, provincial or municipal authorities to the Project Authority.

2.1.6. Meetings

When required, a start-up meeting shall be held before a call-up begins. These meetings may be held by telephone, virtually or in person at 104 Dalhousie, Quebec City, Quebec, at the date and time indicated by the Project Authority.

2.1.7. Work schedule

Once each call-up is awarded, the firm must:

- provide and forward to the departmental representative a detailed work schedule;
- monitor progress of the work based on the established timetable and report to the departmental representative;
- notify the departmental representative of any known or anticipated delays that may affect the completion date of the project, and keep accurate records of the causes of delays;
- carry out interim reviews of the progress of work, based on the completion timetable submitted, when requested by the departmental representative. The firm must keep the timetable up to date, with the co-operation and approval of the departmental representative.

The departmental representative will evaluate all requests by the firm for schedule extensions, and shall issue directions to the firm.

2.2. Scope of work – Stream 1 – Environmental site assessment and environmental remediation

Unless stated otherwise in a specific call-up, the SO shall include, but not be limited to, one or more of the following services:

Basic services

The firm must provide, on an as-required basis, environmental services related to the various steps in the <u>federal approach</u> to contaminated sites (10 steps), which may include, but are not limited to, the following:

- environmental site assessment (Phase 1) in accordance with standard CSA-Z768-F01 (C2022) or any other requirement indicated in a specific call-up;
- sampling of soils, groundwater, surface water or sediments;
- preliminary (phase II) and additional (phase III) environmental characterization studies;
- environmental remediation, including the management of excavated soils using the Traces Québec application;
- management of contaminated waste, soils, sediments and water;
- Environmental liability valuation (cost estimate);
- Performance of laboratory analyses and tests (e.g. column and microcosm tests);
- Analysis of site remediation or management options (including the status quo) and the impacts of each option identified.

Other environmental services

The firm may also provide, on an as-required basis, other necessary environmental services associated with known or suspected contaminated sites, including operational DFO sites, such as:

- The detailed analysis, compilation and synthesis of previous environmental studies and various other documents;
- Structure dismantling;
- Development of conceptual site model;
- Characterization of environment and habitats, and evaluation of plant health;
- Biological inventory, including species at risk;
- Environmental impact assessment pursuant to the Impact Assessment Act;
- Hazardous materials characterization;
- Mapping of analysis results / information relevant to site management;
- · Removal of hazardous materials;
- Analysis of environmental issues;
- Integration of climate change considerations in the remediation plan or environmental assessment;
- Drafting of technical specifications and drawings for the environmental remediation work;
- Monitoring of work associated with contaminated site management;
- Completion of various federal government tools, such as:
 - Site classification using the National Classification System for Contaminated Sites (NCSCS) or Aquatic Sites Classification System (ASCS);
 - Sediment management costing tool;
 - Guidance and Orientation for the Selection of Technologies (GOST) tool (<u>Guidance and Orientation for the Selection of Technologies Guidance and Orientation for the Selection of Technologies Contaminated sites Pollution and waste management Environment and natural resources Canada.ca (tpsgc-pwgsc.gc.ca));
 </u>
 - Sustainable Development Analysis Tool (SDAT) (http://oadd.tpsgc.gc.ca/);
 - Other tools related to PSPC GHG production;
 - Site closure tool (SCT) and risk assessment diagram developed by the Department.

2.3. Scope of work - Stream 2 – Toxicological and ecotoxicological risk assessment and related studies

Unless stated otherwise in specific call-ups, the SO shall include, but not be limited to, one or more of the following services:

Basic services

The firm must provide, on an as-required basis, environmental services related to risk assessment for the contaminated sites, which may include, without being limited to, the following services:

- Problem formulation;
- Toxicological and ecotoxicological risk assessment using the provincial and/or federal approaches;
- Risk investigation and risk management plan for terrestrial and aquatic sites;
- Development of specific remediation criteria for the site:
- Determination of toxicity reference values;
- Development of conceptual site models, to include climate change considerations, among others;
- Toxicity, leaching and bioavailability tests and other laboratory analyses;
- Integration and assessment of various types of evidence in risk assessment;

 Development of threshold levels of contaminants based on specific conditions, receptors and exposure pathways.

Other environmental services

The firm may also be required to provide, on an as-required basis, other necessary environmental services associated with known or suspected contaminated sites, such as:

- Additional environmental characterization studies and soil, groundwater, surface water, sediment and biological (vegetation, soil/sediment invertebrates, etc.) sampling;
- Characterization of the environment and habitats and assessment of plant health;
- Biological inventory, including species at risk;
- Detailed analysis, compilation and synthesis of previous environmental impact assessments and various other documents;
- Site remediation plan identifying areas to be remediated and soil volumes involved according to the applicable criteria;
- Incorporation of climate change considerations in risk assessments or remediation plans;
- Communication plan and meetings with stakeholders to communicate risks.

3. PERFORMANCE OF WORK

The sections below apply to streams 1 and 2.

3.1. Mobilization and demobilization

When required, the firm must mobilize its team and arrange the means of transportation to the sites (road, helicopter, vessel, etc.). The firm must make its own transportation arrangements, without support from the Department, and assume responsibility for all travel once at the site. For the reimbursement of travel expenses, see section Travel and Living Expenses in Annex "B" Basis of Payment. The Project Authority must be informed of the starting date of the work as soon as possible, but no later than two days before the work begins. The firm will also be responsible for obtaining the keys required to access certain sites when required and for returning them at the end of the project.

The firm must also arrange for the demobilization of its team and equipment. After the work, the site must be restored to its original condition or in accordance with the specifications in the environmental characterization or remediation plan.

3.2. Standby time

If travel is temporarily halted during the execution of a call-up (e.g. due to weather conditions), the additional expenses (e.g. meals, accommodation costs and subcontractors) may be reimbursed (subject to the

approval of the Project Authority), excluding professional fees. The firm's personnel can spend their free time on call-up-related work (data compilation, report writing, etc.), which will then be billable.

3.3. Equipment and machinery

The firm must ensure that the machinery, tools and equipment that will be used to perform the work are safe, clean and in good working order. The Department reserves the right to exclude or remove machinery, tools or equipment that do not meet this requirement. Any additional costs (direct or indirect) associated with such an intervention will be charged to the firm. Within 30 m of a watercourse, vegetable oil must be used. It is prohibited to drive machinery in a watercourse. Any damage to the environment must be repaired at the firm's expense.

3.4. Sampling methodology

For all sampling activities, the firm must comply with the requirements in this statement of work. In addition to the specifications in this statement, the firm shall follow the procedures recommended in the following documents, including but not limited to:

- Guidance Manual for Environmental Site Characterization in Support of Environmental and Human Health Risk Assessment, Volumes 1, 2, 3 and 4 (CCME 2016);
- Guide d'échantillonnage à des fins d'analyses environnementales [environmental analysis sampling guide], Booklets 1, 3 and 5, MELCCFP.

The firm must also comply with all applicable government (provincial and federal) regulations.

The firm must take all necessary precautions in the field to prevent the samples from being contaminated by exhaust fumes (e.g. boat engines, vehicle engines, generator) and all cross contamination. It must consider the direction of the wind or current and take samples upstream of sources of contamination.

The analytical program must include sampling quality controls (field duplicates).

3.5. Detection limits

Detection limits for soil sample analyses must be lower than or equal to the strictest criteria in the Guide d'intervention - Protection des sols et réhabilitation des terrains contaminés [action guide to soil protection and contaminated sites remediation] (MELCC) or applicable federal guidelines, except for PAH analyses (for these analyses, a different price is charged for CCME's lowest limits than for those in the Guide d'intervention).

Detection limits for analyses of sediment samples must be lower than or equal to those in the Criteria for the Assessment of Sediment Quality in Quebec and Application Frameworks: Prevention, Dredging and Remediation (EC and MDDEP).

Detection limits for analyses of surface water samples must be lower than or equal to the strictest criteria in MELCC's surface water quality criteria or the CCME's Water Quality Guidelines for the Protection of Aquatic Life.

Detection limits for analyses of groundwater samples must be lower than or equal to MELCC's strictest criteria for groundwater quality or the CCME's Water Quality Guidelines for the Protection of Aquatic Life.

Detection limits for leaching tests pursuant to the *Regulation Respecting Hazardous Materials* must be lower than or equal to the standards in this regulation, while those for water leaching tests must be lower than or equal to MELCC's strictest criteria for surface water quality or the CCME's Water Quality Guidelines for the Protection of Aquatic Life.

Detection limits for analyses of plant samples must be lower than or equal to the following values (mg/kg): As->1.5, Cd->0.03, Cr->0.3, Cu->0.5, Hg->0.005, Ni->0.05, Pb->0.08 and Zn->2.0.

3.6. Traces Québec (Stream 1 only)

It is the firm's responsibility to ensure that all materials traceability requirements are met, including, but not limited to, those in the *Regulation Respecting the Traceability of Excavated Contaminated Soils*. The firm will be responsible for, notably:

- confirming with the Department the identifier associated with its account (owner) in the Traces Québec application before entering it;
- creating the project in the Traces Québec application and listing all stakeholders;
- providing daily management of excavation, hauling and disposal activities involving contaminated soils using the Traces Québec application;
- confirming the quantities and quality of soils disposed of at approved sites.

Every load of materials transported off-site must be controlled, notably through the issuance of transport manifests, to be signed by the contractor, and the issuance of weight scale tickets. No load of any kind may leave the site unless the contractor has signed, and provided the driver with, the transport manifest.

All contaminated soils excavated and/or recovered during the work under this Standing Offer and that will be hauled by the contractor, its subcontractors, and/or any other person, outside the boundaries of the sites covered in the contract must be disposed of in locations legally authorized to receive them.

To do so, the government traceability application entitled "Traces Québec" developed by the Attestra firm must be used. Every effort must be made by the contractor to ensure that the Traces Québec application can be used, to install the mobile application, and to carry out the monitoring operations required by the system.

The Government of Canada will cover the fees associated with the traceability of contaminated soils (currently \$2/t). The disposal site selected to receive the contaminated soils that are excavated must be accredited and be a registered user of the previously mentioned traceability system.

3.7. Sample management

The firm must respect the fundamental principles of sample conservation, storage and transport set out in Booklet 1 of MELCCFP's environmental analysis sampling guide (Guide d'échantillonnage à des fins d'analyses environnementales) and the Guidance Manual for Environmental Site Characterization in Support of Environmental and Human Health Risk Assessment, Volumes 1, 2, 3 and 4 (CCME 2016).

Additional specific guidelines on sample management to be followed include:

After collection, the samples must be kept cool using refrigerants (ice packs or ice) to
ensure that their temperature is maintained at 10° C or lower until they are received at the
laboratory;

- Whenever possible, the samples must be received by the analytical laboratory within 48 hours of their collection.
- Unless otherwise specified, this period must not exceed four days. No samples may be shipped on Fridays, unless the analytical laboratory (or laboratories) is able to receive them on the same day or the next day.

3.8. Laboratory analyses

The firm will be responsible for managing, among other things, the identification and labelling of bottles; the provision of preservatives, bottles, coolers, and containers for recovering used solvents and equipment cleaning products (e.g. acetone, hexane, nitric acid); and the storage, transport and delivery of samples to the various analytical laboratories. The firm must follow the basic principles of preserving, storing and shipping samples set out in Booklet 1 of MELCCFP's environmental analysis sampling guide (Guide d'échantillonnage à des fins d'analyses environnementales) and in the Guidance Manual for Environmental Site Characterization in Support of Environmental and Human Health Risk Assessment, Volumes 1, 2, 3 and 4 (CCME 2016).

Soil, sediment and water samples must be analyzed for the various parameters by one or more accredited analytical laboratories. Where applicable, the laboratories used by the firm must be accredited by the Centre d'expertise en analyse environnementale du Québec (CEAEQ) for the parameters required. In the case of parameters not accredited by CEAEQ, the Department reserves the right to dictate the method and/or detection limit required.

The detection limits for the analytical methods used by the laboratories must be lower than or equal to the most stringent federal guidelines and provincial criteria whenever possible. The firm is responsible for verifying if the detection limits are lower than existing guidelines/criteria; failing this, it must have the samples analyzed again at its own expense.

The firm must have the detection limits and methods to be used validated and approved by the Project Authority before any chemical analyses are performed.

The firm is responsible for any broken or lost samples up until they are received by the analytical laboratory. If required, the firm must collect the samples in question again at its own expense, as well as any other samples obtained at the same time and/or for comparison purposes.

Electronic versions of the preliminary analysis certificates must be sent to the Project Authority as soon as the firm receives them. All analysis certificates must be carefully verified by the firm as soon as they are received in order to detect, correct, address and communicate to the laboratory <u>and</u> the Project Authority all errors or issues (e.g. errors in sample nomenclature, contaminated trip or field blanks, noncompliance with laboratory quality assurance / quality control standards).

For each call-up, the firm must develop a quality control and quality assurance program and have it validated and approved in writing by the Project Authority. Quality control duplicates and blanks (field duplicates, field blanks, trip blanks, inter-laboratory duplicates, equipment blanks) must be identified in a distinct way from samples, using encrypted numbers. The correspondence between these encrypted numbers and the name of the original sample must be provided to the Project Authority when the results are received. If the validity of the analysis results is compromised by contaminated trip and/or field blanks, the firm will be held responsible and must redo the sampling and analyses corresponding to the contaminated blank at its own expense.

3.9. Interpretation of results

Unless otherwise specified, the analysis results must be presented in table form and must be compared with provincial criteria and/or federal guidelines, which must have been previously validated by the Department. Logic diagrams identifying actions to be taken or priorities for action may be provided by the Department, and these elements must be taken into account in the interpretation of the results.

Results with values exceeding the guidelines or criteria must be highlighted in the tables. For each such result, the table must clearly specify which criteria or guidelines have been exceeded.

The firm is responsible for having the guidelines and/or criteria to be used validated before the deliverables in each call-up are actioned. Land use (e.g. commercial) at each study site must be validated for each stream (human health, ecology) by the Project Authority before the deliverables are issued. The methods used to present the comparison criteria and interpret the results must be validated beforehand by the Project Authority. Sample acceptability criteria under the quality control and quality assurance program (e.g. duplicates) must comply with the Guidance Manual for Environmental Site Characterization in Support of Environmental and Human Health Risk Assessment, Volumes 1, 2, 3 and 4 (CCME 2016).

Unless otherwise specified, the analysis results must be presented in table form and compared with the following provincial criteria and/or federal guidelines:

Soils

- Canadian Soil Quality Guidelines for the Protection of Environmental and Human Health (CCME);
- Canada-Wide Standard (CWS) for Petroleum Hydrocarbons (PHC) in Soil (January 2008)
 Tiers 1 and 2:
- Guide d'intervention Protection des sols et réhabilitation des terrains contaminés [action guide to soil protection and contaminated sites remediation] (MELCC, May 2021);
- Values in Schedule 1 of the Regulation Respecting the Burial of Contaminated Soils (MELCC).

Groundwater

- Guidance Document on Federal Interim Groundwater Quality Guidelines for Federal Contaminated Sites (Environment Canada 2016);
- Guide d'intervention Protection des sols et réhabilitation des terrains contaminés (MELCC, March 2019);
- Guidelines for Canadian Drinking Water Quality (Health Canada);
- Standards in relevant municipal by-laws, when applicable.

Surface water

- Canadian Water Quality Guidelines (CCME);
- Surface water quality criteria (MELCC);
- Guidelines for Canadian Drinking Water Quality (Health Canada);
- Standards in relevant municipal by-laws, when applicable.

Sediments

- Canadian Sediment Quality Guidelines (CCME);
- Criteria for the Assessment of Sediment Quality in Quebec and Application Frameworks:
 Prevention, Dredging and Remediation (Environment Canada and MDDEP);
- Canadian Soil Quality Guidelines for the Protection of Environmental and Human Health (CCME);
- Canada-Wide Standard (CWS) for Petroleum Hydrocarbons (PHC) in Soil (January 2008)
 Tiers 1 and 2;

3.10. Buried utilities and structures

Before undertaking intrusive work, the firm must ensure that it ascertains the location of underground networks at the work site. It is responsible for requesting the locations of existing underground infrastructure from the relevant authorities (Info-Excavation, etc.). The Project Authority will identify the presence of other infrastructure for which the Department is responsible.

The firm must maintain a record of underground networks (maintained in service, diverted or abandoned). If previously unlocated underground facilities are discovered in the course of the work, the firm must immediately notify the Project Authority and submit a written report of its observations.

3.11. Sustainable development

The firm must incorporate sustainable development measures and initiatives during the execution of callups made under the SO. The Federal Sustainable Development Strategy (FSDS) 2019–2022 (http://www.fsds-sfdd.ca) as well as the commitments in the Greening Government Strategy (GGS) (Greening Government Strategy: A Government of Canada Directive) prioritize certain action areas, including:

- 1. Effective action on climate change
 - a. Reducing greenhouse gas emissions
- 2. Greening of government
 - a. Reduction and diversion of construction/demolition waste and plastics from landfills (including the waste excavated from sites to be rehabilitated). The Treasury Board's target is to divert at least of 90% by weight of all construction, renovation and demolition waste from landfills and to achieve 100% by 2030.
 - b. Climate change adaptation
 - c. Procurement
 - i. Purchase of products with low VOC content
 - ii. Clean technology
- 3. Biodiversity
 - a. Protect the biodiversity of the sites.

3.12. Problem formulation (Stream 2 only)

This step may precede the risk assessment and must follow the approach described in the following documents:

- Ecological Risk Assessment Guidance Document (CCME 2020);
- Federal Contaminated Site Risk Assessment in Canada: Guidance on Human Health Preliminary Quantitative Risk Assessment (PQRA), Version 3.0 (Health Canada 2021).

The problem formulation must contain, without being limited to, the following elements:

- A description of the site, including a description of past, current and potential anticipated uses, activities
 and infrastructure; and physical (topography, geology, hydrogeology, etc.) and biological aspects;
- Surrounding land use in relation to environmental issues;
- Summary of site characterization studies (chemical and biological)
 - summary of methodology (including data collection) and results in comparison with the relevant CCME and/or MELCCFP generic criteria for each matrix;
 - The nature and scope of current contamination, for each matrix;
 - The quality of the characterization data must be assessed in terms of their completeness and relevance in the determination of current contamination conditions at the site.
- Selection of contaminants of concern
 - Rationale for including or excluding each substance measured at each site;
 - A list must be prepared, in table form, indicating all the chemical substances identified or examined
 at the sites and the maximum concentrations measured. The screening criteria for each <u>applicable</u>
 <u>exposure pathway</u> must also be indicated in this table, along with references.
- A description of the potential for contaminant transport and the potential fate of contaminants according to the exposure scenarios developed;
- Current and anticipated receptors if required, including species at risk (provincial and federal) and offsite receptors if required;
- Relevant exposure pathways for each receptor retained and rationale for including or excluding each exposure pathway identified;
- Determination of protection objectives and acceptable effect levels for ecological receptors;
- Conceptual site model adapted to the site;
- Recommendation on the need for a quantitative risk assessment.

3.13. Toxicological and ecotoxicological risk assessment (Stream 2 only)

The requirements for the quantitative assessment will be described in detail in specific call-ups. The firm must be able to conduct simple or complex risk assessments on various aspects depending on the situation,

be conducted according to the following applicable guidance documents:

including contaminant mixtures, the potential presence of microenvironments, an active site still in operation, contaminant migration off site or in the aquatic environment, and paucity of available information on some contaminants. The risk assessment may adopt the federal and/or provincial approaches and must

HUMAN HEALTH

- Principes directeurs d'évaluation du risque toxicologique pour la santé humaine de nature environnementale [guiding principles for assessing environmental toxicological risks to human health] (Ministère de la Santé et des Services sociaux 2002);
- Lignes directrices pour la réalisation des évaluations du risque toxicologique d'origine environnementale au Québec [guidelines for assessing environmental toxicological risks] (Institut national de santé publique du Québec 2012):
- Federal Contaminated Site Risk Assessment in Canada: Guidance on Human Health Preliminary Quantitative Risk Assessment (PQRA), Version 3.0 (Health Canada 2021);
- Federal Contaminated Site Risk Assessment in Canada: Toxicological Reference Values (TRVs),
 Version 3.0 (Health Canada 2021);
- Federal Contaminated Site Risk Assessment In Canada: Part III: Guidance on Peer Review of Human Health Risk Assessments for Federal Contaminated Sites in Canada, Version 2.0 (Health Canada, September 2010);
- Federal Contaminated Site Risk Assessment in Canada: Part V: Guidance on Human Health Detailed Quantitative Risk Assessment for Chemicals (DQRA_{Chem}) (Health Canada, September 2010);
- Federal Contaminated Site Risk Assessment in Canada: Supplemental Guidance: Checklist for Peer Review of Detailed Human Health Risk Assessments (HHRA) (Health Canada, September 2010);
- Federal Contaminated Site Risk Assessment in Canada: Interim Guidance on Human Health Risk Assessment for Short-Term Exposure to Carcinogens at Contaminated Sites (Health Canada 2013);
- Federal Contaminated Site Risk Assessment in Canada: Supplemental Guidance on Human Health Risk Assessment for Oral Bioavailability of Substances in Soil and Soil-like Media (Health Canada 2017).

ENVIRONMENT

- CCME. 2020. Ecological Risk Assessment Guidance Document.
- CENTRE D'EXPERTISE EN ANALYSE ENVIRONNEMENTALE DU QUÉBEC, 2012, Valeurs de référence pour les récepteurs terrestres, Quebec, Ministère du Développement durable, de l'Environnement et des Parcs, Centre d'expertise en analyse environnementale du Québec, 28 pp.
- CENTRE D'EXPERTISE EN ANALYSE ENVIRONNEMENTALE DU QUÉBEC. 1998. Procédure d'évaluation du écotoxicologique pour la réhabilitation des terrains contaminés. Ministère de l'environnement et de la faune. Quebec
- Federal Contaminated Sites Action Plan (FCSAP). 2010. Ecological Risk Assessment Guidance, Module 2: Selection or Development of Site-specific Toxicity Reference Values. https://publications.gc.ca/collections/collection_2014/ec/En14-92-2-2013-eng.pdf
- FCSAP. 2012. Ecological Risk Assessment Guidance, Module 3: Standardization of Wildlife Receptor Characteristics
- FCSAP. 2013. FCSAP Supplemental Guidance for Ecological Risk Assessment, Module 4, Causality Assessment Module: Determining the Causes of Impairment at Contaminated Sites Are Observed Effects Due to Exposure to Site-related Chemicals or Due to Other Stressors?
- FCSAP. 2019. Ecological Risk Assessment Guidance Module 5: Defining Background Conditions and Using Background Concentrations. Version 1.0
- FCSAP. 2019. Ecological Risk Assessment Guidance Module 6: Ecological Risk Assessment for Amphibians on Federal Contaminated Sites. Version 1.0.
- FCSAP. 2021. Ecological Risk Assessment Guidance Module 7: Default Wildlife Toxicity Reference Values Recommended for Federal Contaminated Sites. Version 1.0.

The risk assessor must be able to communicate the degrees of uncertainty, variability and confidence associated with the risk estimates, so that they are adequately considered in the decision-making process involving future steps at a contaminated site.

The consultant must present its overall conclusions on the potential risks to human health and the environment associated with the site under study based on the anticipated exposure scenarios. The conclusions must also include any issue that was not addressed or discussed but, in the assessor's option, could affect risk assessment and management. This may include the presence of an unacceptable risk associated primarily with background noise.

3.14. Risk investigation and risk management plan (Stream 2 only)

A risk investigation is similar to a qualitative or semi-quantitative risk assessment and consists of the following elements:

- 1) Description of environment:
 - a. biophysical conditions at the site;
 - potential users and receptors;
- 2) Risk investigation:
 - a. assessment of potential contaminants of concern according to past and current sources of contamination;
 - b. identification of contaminants of concern and exceedances of applicable guidelines or criteria defined by the Department;
 - c. contaminant characteristics, including bioaccumulation and bioamplification potential;
 - d. identification of relevant exposure pathways and risks using a conceptual site model;
 - e. rationale for the elimination of a group of receptors or exposure pathways deemed incomplete or negligible;
 - f. identification of the risks considered to be significant and the sectors where these risks are present.

The description of the environment must include not only the site's biophysical characteristics and potential users, but also off-site receptors that may be in contact with contamination (e.g. livestock consuming contaminated forage). In addition to the study site, the risk investigation may also include an off-site area (local area) to assess the risks to off-site receptors from potential contaminant migration. This is particularly relevant if the aquatic environment is involved.

The risk investigation must emphasize the various potential exposure pathways, taking account of the site's specific characteristics and land use. The identification of relevant exposure pathways must go beyond a simple comparison with soil quality criteria. The identification of risks must therefore be a process that balances the identification of exceedances and professional judgement. A rationale must be provided to support the inclusion or exclusion of a risk and, whenever possible, must be quantitative or based on scientific evidence. Therefore, developing a conceptual model adapted to the site is essential. The exclusion of some exposure pathways may require a quantitative approach to risk assessment or a weight of evidence approach. The purpose of the risk investigation process is to identify unacceptable risks.

Risks identified as unacceptable must be managed in accordance with a risk management plan so that they are made acceptable. Risk management measures must be proposed that ensure the protection of site users and the environment under both current and future conditions. The risk management plan must be drafted with a view to conciseness and clarity and avoid requirements for long-term monitoring or financial investment. The measures must be presented in such a way that they can be understood by the general public. Management measures must be shown in table form.

Description of characteristics of personnel required in Standing Offer 3.15.

Position Title	Nature of Expected Primary Responsibilities (This list of responsibilities is neither exhaustive nor exclusive)	Minimum Expected Academic Training	Minimum Years of Experience*
Project Director	Assumes responsibility for all administrative, financial and technical aspects of projects. This includes notably: - Being responsible for all decisions to be made for project; - Monitoring progress of project to ensure that it is on budget; Ensures that schedules are met; - Representing the consultant and having the necessary authority to manage the entire project, including matters regarding the assignment and supervision of tasks to the consultant's personnel; - Taking projects' unique features into account, performing quality control and resolving conflicts; - Representing the consultant with regard to modifications, extensions and other negotiations related to the project.	Bachelor's degree in an environment-related field	Senior: 12 years in the last 15 years; Intermediate: 10 years in the last 13 years

Assumes various responsibilities to assist the Project Director in managing the call-up. This includes notably: Making administrative, financial, scientific or technical recommendations to the Project Director; Performing all other related Senior: nine tasks required by the Project years, Director including, subject to including approval by the client, the seven in requirements stated project elsewhere in this project by management, acting as Project Director for in the last 15 short periods as needed; years Bachelor's degree in Intermediate: Being able to act as the daily an environment-related Project Manager five years, primary point of contact for field including the client concerning the three in execution of the project. project management, Ensuring that the project runs in the last 10 smoothly down to the last vears detail; Junior: two years in the Efficiently coordinating a team last five years of professionals, technicians and subcontractors until the project is completed; Attending meetings including, but not limited to. management and/or technical meetings between the

consultant and the client.

Technician	The Technician is a professional proficient in one or more of the technical aspects related to the project. Under the supervision of the Project Manager, the Technician performs the various tasks they have been assigned to complete the project. This includes notably: - Assuming responsibilities related to planning, organizing, coordinating, supervising and performing the fieldwork; - Ensuring compliance with health and safety requirements in the field.	Diploma of college studies	Senior: 10 years in the last 13 years Intermediate: five years in the last eight years Junior: two years in the last five years
Professional	Under the supervision of the Project Manager, the Professional is notably responsible for: - Assisting the Project Manager with certain technical tasks related to a specific field of expertise (data analysis and interpretation, report writing etc.); - Assisting the Project Manager with certain office tasks (data compilation, fieldwork planning and preparation, etc.); - Providing support to the Technician in various technical tasks that may be assigned to them in the field.	Bachelor's degree in a field related to the area of specialization	Senior: 10 years in the last 13 years Intermediate: five years in the last eight years Junior: two years in the last five years

4. Health and Safety

4.1. General

The firm will assume all the responsibilities that normally fall to the principal contractor under the Quebec *Act Respecting Occupational Health and Safety* and will act as a site supervisor. Prior to starting the work, the firm must:

Submit a general health and safety plan to the Project Authority and adapt the program according to the specific characteristics of the work to be done for each contract, prior to the start of work. A mechanical inspection certificate for the machinery should be available at the site at all times. The copy given to the Project Authority must be used to review the program in accordance with the call-up requirements concerning known hazardous substances and

conditions. The review must not be interpreted to mean that the Project Authority approves the project as complete, exact and legally compliant with the Quebec Act Respecting Occupational Health and Safety and the regulations made thereunder and does not release the firm from its legal obligations under such legislation.

- Ensure that workers have received the training and information they need to perform the work safely, and that all necessary protective tools and equipment are available, comply with the applicable standards, acts and regulations, and are used.
- Ensure that its employees present at the work site have adequate training and knowledge to respond to an environmental incident.
- Provide first aid kits in keeping with the requirements of the Quebec Commission des normes, de l'équité, de la santé et de la sécurité au travail (CNESST) concerning minimum standards for first aid and emergency response.
- Hold meetings on health and safety as required by the Quebec Act Respecting Occupational Health and Safety and its regulations.
- Keep a copy of the safety documents specified in this section at the work site, as well as any other reports and documents pertaining to safety, as needed.
- Provide, on request, all other data, information and documents to the Project Authority.

4.2. Responsibilities

The firm must ensure the safety of persons and property on the work site, as well as the safety of federal employees and the general public in proximity to the site, as far as they may be endangered by any work being performed.

The firm must ensure that workers and other persons authorized to be present on the work site adhere to the safety requirements specified in the contract documents, in relevant federal, provincial and local statutes and in the firm's health and safety program. Should an unforeseen or particular risk arise during the performance of work, immediate measures must be taken to rectify the situation and prevent damage or injury. The firm must advise the Project Authority verbally and in writing of the hazard or situation.

4.3. Communication

For all fieldwork or site visits, the firm must provide an activity-specific health and safety plan to the Department for review at least a few days prior to the work.

The firm must ensure that employees have at least one functional means of communication while performing the work, including in remote areas. This information will be provided to the Department before the work begins, in the health and safety plan.

The firm must also submit the supporting documents concerning the applicable accreditations and proof of training.

In the case of an incident or accident, the Department must be informed as soon as possible.

4.4. Opening of work site (CNESST)

As part of some call-ups, the firm must file a notice of opening of work site with the CNESST (Quebec commission for occupational standards, equity, health and safety). If necessary, a copy must be provided to the Project Authority.

4.5. Reporting of accidents

In the event of an unforeseen incident, the firm must take all necessary measures, including work stoppage, to protect the health and safety of workers and the public and must promptly notify the Project Authority.

Accident or incident reports must be submitted to the Project Authority within 24 hours of occurrence.

The firm must investigate and report all incidents and accidents in accordance with the Quebec Act Respecting Occupational Health and Safety and its regulations. It must immediately investigate accidents and incidents involving the following situations and submit a report to the Project Authority:

- An injury that may or may not require medical attention, but causes the injured individuals to lose work time:
- Exposure to toxic chemical substances or products;
- Property damage;
- An interruption of activities within or adjacent to the site and likely to cause losses.

While investigating and reporting accidents and incidents, the firm must act quickly to correct actions that caused the accident or incident and provide written notice of measures taken to prevent the accident or incident from occurring again.

4.6. Control of work site access

As part of its work, the firm must:

- Control access points to work sites where activities are being carried out. Mark off the work site and isolate it from adjacent or neighbouring areas by using appropriate means to maintain control of all access points to the site.
- Take measures to authorize access to the site for all persons who require it. Access authorization procedures must comply with the Quebec Act Respecting Occupational Health and Safety and its regulations and adhere to the firm's health and safety program.
- Ensure that all persons authorized to enter the work site have and wear the minimum personal protective equipment (PPE) specified in the firm's health and safety program. Make sure that authorized persons receive appropriate PPE that provides greater protection than the minimum equipment mentioned above and that is designed specifically for the activities they will be performing, and ensure that they have been trained in the use of PPE and that they wear it.
- Controlling access to the site and the activities carried out there remains the firm's responsibility, as described in this section of the specifications.
- Ensure site security at all times to prevent unauthorized persons from gaining access.

- Install signs at access points and other strategic locations around the site, clearly indicating that unauthorized persons are not permitted to enter work area(s). Signs must be printed according to trade rules and have easy-to-understand graphic symbols. Signs must not serve as advertising, but be used specifically to indicate work safety information and primary contact persons. The following information should be posted on signs:
 - Project name and description
 - Name of the firm
 - Name and telephone number of the project manager 3.
 - Name and telephone number of the Department's representative.

4.7. Fire safety

General instructions

The firm must:

- For each call-up, provide a fire safety plan including, but not limited to, the emergency contact numbers and the locations of fire extinguishers. For each call-up, the fire safety plan to be completed will be emailed to the firm.
- 2. Ensure that each vehicle used at the work site by its employees and subcontractors is equipped with a hand-held fire extinguisher.

Smoking is strictly prohibited on work sites.

Reporting a fire

In the case of a fire, the firm must report it by calling 911 or municipal emergency services. The Project Authority must also be informed.

4.8. Responding to accidental spills or an environmental emergency

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

- When an individual witnesses an incident, they must:
 - Ensure that people are safe (injured person, toxic vapours, explosion risks, etc.)
 - Call 911 or municipal emergency services, if necessary. b.
 - If it is safe to do so, stop the spill (put the gas can back in its place, close the valve, C. etc.)
- 2. If the firm realizes that it will be unable to contain the spill or recover the material or if the product has reached or could reach the environment (soil, gravel, water, storm drain or floor drain, etc.), it must:
 - a. Call 911 or municipal emergency services.
 - b. Call the Alert and Warning Network (AWN) at 1-800-363-4735 and provide as much information as possible.
 - c. Inform the site manager.
- If the situation is safe and the firm is able to immediately contain the spill and recover the

substance with the equipment at hand, after consulting the WHMIS safety data sheet, the firm must:

- a. Locate response equipment.
- b. Cordon off the area.
- c. Put on required personal protective equipment.
- d. Control the leak, contain the spill and absorb liquids.
- e. Dispose of contaminated material in bags labelled accordingly.

4. After the recovery response:

- a. Communicate with the Project Authority and follow the instructions provided (such as soil characterization, if necessary).
- Manage the contaminated waste and soil in accordance with the applicable regulations.
- c. Fill out a spill report regardless of the quantity spilled and send it to the Project Authority.
- d. Fill out a spill report and send it to ECCC if more than 100 L was spilled.
- e. Replace the material used as soon as possible.
- f. Take stock of the event and put preventative measures in place, as appropriate.

When performing work involving the use of motorized equipment, transfer of fuel, or use of hazardous substances, the firm and its subcontractors must follow the procedures below and accept the associated responsibilities:

- 1. The firm must declare and ensure that its employees (and the employees of its subcontractors) have sufficient training and knowledge to respond to an environmental incident.
- If the firm causes a spill, it must immediately notify the Project Authority, who will inform the
 responsible Department's project manager as identified for each mandate. The firm must
 handle and pay for the response and clean-up operations at sites where spills have
 occurred.
- 3. If the firm is unable to respond appropriately or to the Department's satisfaction, all additional response costs requiring the Department's personnel, material or machinery will be charged to the firm.
- 4. The firm must complete the incident report without delay and submit it to the Project Authority, who will send it to the Department's project manager.
- 5. The firm must provide the Project Authority with the certificate or proof of the disposal of contaminated material.
- 6. Each of the firm's work teams must have on hand, near locations where hazards are present, an emergency response kit labelled "ENVIRONMENTAL EMERGENCY" to be used in the event of an incident requiring an environmental response. These emergency response kits must include appropriate material in sufficient quantities to respond to the incident effectively and minimize the spread of contamination.

4.9. Other requirements

The firm must also consider the following requirements:

- Vehicles may not be left idling unless special authorization is granted by the Project Authority.
- Tree removal is restricted to areas designated by the Project Authority.

The firm must refer any media requests about projects covered by this SO to the Project Authority.

5. DELIVERABLES

The required form and content of the documents that must be submitted will be described in detail for each individual call-up. The deliverables must contain all of the information requested in the call-up. They must be of a quality on par with the standards normally required for the drafting of study reports, in terms of clarity, layout, quality of language and document structure.

Unless otherwise specified, the firm must:

- · produce reports in French;
- affix its signature to each report;
- provide computer-aided drawing (CAD) versions in International Units;
- provide native files with the final reports.

5.1. Health and safety plan

When fieldwork is conducted, a health and safety plan customized for the specific work to be done must be prepared prior to the start of work. At a minimum, the plan must include the names and contact information of the people in the field, a risk assessment, measures in place to reduce risks, a list of hazardous products that may be used during the work and resources in case of accidents or incidents. An environmental emergency plan must describe the means available or that will be made available should oil spill occur during tank filling performed as part of the fieldwork. It can be included in the health and safety plan.

5.2. Daily reports

When fieldwork is conducted, a daily report describing the firm's activities must be sent, via email, every day or the following day before 9 a.m., to the Project Authority. This report must include, but is not limited to, the following items:

- The tasks performed
- The names of employees in the field
- The time that the workday began and ended
- Photographs of anything unusual that occurred during the workday
- A copy of the requests for analyses sent to the analytical laboratories. The Department's project number must appear on each of the requests.
- A list of samples shipped to the analytical laboratories (analysis request form/ certificates).
- Any difficulties encountered (if applicable).
- Other activities carried out.

5.3. Technical reports

The firm must provide a technical report for each call-up. The draft version of this report must be sent to the Project Authority for comments in electronic format (in both Word and unlocked PDF) according to the deadline agreed upon in the call-up.

Unless otherwise stated, the final version of the technical report must be submitted to the Project Authority according to the deadline agreed upon in the call-up; it must include all of the requested changes and include the firm's signature. The electronic version of the final report, including appendices, tables, analysis certificates, maps and other information, in native file format (Excel, Word, JPEG, DWG, shapefile, etc, as well as in unlocked PDF format, must be submitted to the Project Authority electronically.

This report must include, but is not limited to, the following items:

- An executive summary in English and in French.
- A description of the mandate and work context.
- A description of the activities performed and the sites visited.
- The methodology or methodologies used, including information on the new coordinate survey (instrument, accuracy, horizontal and vertical coordinate system, point of reference used, etc.)
- The analysis results in a comparative table with applicable provincial and federal requirements, by parameter and by site.
- A table listing exceedances of requirements (by parameter).
- Interpretation of results.
- An analysis of results allowing a relation to be established between observed contamination and the source(s) of contamination present on site, if applicable.
- Recommendations for site management, based on the mandate.
- Location plans for the work done, such as sampling stations, bore holes and observation wells, showing the analysis results. If applicable, the excavation polygons must be provided as well as other elements to be confirmed based on the mandate.
- Tables of the parameters measured in the field (per station).
- A photographic record showing the different sampling stations and any noteworthy issues that arose during the mandate.
- Original analysis certificates, including, but not limited to, the project name, parameters, results, methodologies and testing protocols corresponding to the parameters analyzed, margins of error, detection limits, quality control and the signature of the chemist responsible for the analyses on each of the certificates.
- Daily reports.
- Assessment sheets on the condition of the vegetation (where applicable)
- Test pit reports (where applicable)
- Interpretation of the quality assurance and quality control results (QA/QC field and laboratory)

- Recommendations/conclusions
- Any other information that could be relevant.

Figures

Figures must be designed on a computer (CAD) and, at a minimum, include the following:

- A legend describing all the aspects shown in the figure
- An insert showing the location of the graphical representation
- A compass rose indicating north direction and a scale in international units
- Unless otherwise stated in the call-up, the following symbology/colour codes are to be used to identify exceedances of the applicable guidelines:

Soils (Federal guidelines)	Soils (Provincial criteria)	Sediments (St. Lawrence Plan criteria)
Concentration < applicable guideline =	Concentration < Criterion A = No symbol or	Concentration < OEL = No symbol or
No colour		
	Concentration in the A-B range = Yellow or	Concentration between OEL and PEL = Yellow or
Concentration > applicable guideline=	Concentration in the B-C range = Orange or	Concentration between PEL and FEL = Orange or
	Concentration in the C-RESC range = Red or	Concentration > FEL = Red or
	Concentration > RESC = Purple or	Concentration > DASR = Purple or

OEL = Occasional effect level; PEL = Probable effect level; FEL = Frequent effect level; DASR = Disposal at Sea Regulations.

Tables

Tables must be prepared using a spreadsheet program (such as Excel) and include, at a minimum, the following items:

- If the table provides analytical results for soils or sediments, the following information must be included:
 - Background levels and detection limits;
 - $\circ\quad$ Guideline exceedences must use the following colour codes:

Soils (Federal guidelines)	Soils (Provincial criteria)	Sediments (St. Lawrence Plan criteria)
Concentration < applicable guidelines = No colour	Concentration < Criterion A = No colour	Concentration < OEL = No colour
Concentration > applicable guideline =	Concentration in the A-B range= Yellow cell	Concentration between OEL and PEL = Yellow

Bold and underlined text in orange or red	Concentration in the B-C range = Orange cell	Concentration between PEL and FEL = Orange
	Concentration in the C-RESC range = Red cell	Concentration > FEL = Red
	Concentration > RESC = Purple cell with white text	Concentration > DASR = bold and underlined text

OEL = Occasional effect level; PEL = Probable effect level; FEL = Frequent effect level; DASR = Disposal at Sea Regulations.

- o If a table provides both federal guidelines and provincial criteria, it must be easy to distinguish between guideline exceedances and criteria exceedences. Therefore, the colour codes or approach may need to be adjusted to make the results easy to read.
- If the table provides a comparison of guidelines for soils and for sediments, the result cells may need to be split so that the reader can distinguish between exceedances for soils and those for sediments.

Parameter	Sample QE65300-1-1	
	Soil	Sediments
Cadmium	<u>12.5</u>	12.5

Alternatively, separate tables may be prepared for the different environmental media.

Land surveying

The sampling stations surveyed must be accurate to within the following (unless otherwise noted in the call-up):

Well and piezometer: ±5 cm in XY, ±1 cm in Z

Surface soil: ±30 cm in XY

Test pit: ± 1 m in XY

Surface water: ±1m in XY

Observation wells and boreholes

Borehole log

 For each new borehole (with or without an observation well). One unlocked PDF file for each borehole log, where the file name is the name of the observation well (or the borehole, if not developed).

Photographs

- For each new borehole developed with an observation well, after the work is completed.
- Photo must show enough of the surrounding area to locate the well on the site (buildings, roads, other wells, etc.)

- File name must match well name.
- If a photo includes multiple wells with separate installations, superimpose the name of each well on the photo.

The firm must check the quality of the written French before submitting the electronic documents. It is also responsible for ensuring that the quality of the documents provided is checked by qualified personnel. Documents included in the report (text, tables, appendices, etc.) deemed unacceptable by the contracting authority for the reasons listed in the present document will be returned to the firm for corrections, at the firm's expense.

ANNEX "B"

BASIS OF PAYMENT

The hourly rates identified for both streams will be valid for the duration of the Standing Offer.

STREAM 1 - Environmental Site Assessment and Environmental Remediation

Travel and Living Expenses

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

Year 1: Date of Standing Offer Award to 31 August, 2024

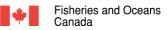
Title of Resource	Firm Hourly Rates (A)
Senior Project Director	\$
Intermediate Project Director	\$
Senior Project Manager	\$
Intermediate Project Manager	\$
Junior Project Manager	\$
Senior Professional	\$
Intermediate Professional	\$
Junior Professional	\$
Senior Technician	\$
Intermediate Technician	\$
Junior Technician	\$
Draftsperson	\$
Support, Editing and Management Staff	\$

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
Soil	Petroleum hydrocarbons (C10-C50)	\$
	Petroleum hydrocarbons (F1-F4)	\$
	PAHs	\$

	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Curtoso vietor	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

Year 2: 1 September, 2024 to 31 August, 2025

Title of Resource	Firm Hourly Rates (A)
Senior Project Director	\$
Intermediate Project Director	\$
Senior Project Manager	\$
Intermediate Project Manager	\$
Junior Project Manager	\$
Senior Professional	\$
Intermediate Professional	\$
Junior Professional	\$
Senior Technician	\$
Intermediate Technician	\$



Junior Technician	\$
Draftsperson	\$
Support, Editing and Management Staff	\$

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Soil	Petroleum hydrocarbons (F1-F4)	\$
3011	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Surface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

Year 3: 1 September, 2025 to 31 August, 2026

Title of Resource	Firm Hourly Rates (A)
Senior Project Director	\$
Intermediate Project Director	\$
Senior Project Manager	\$
Intermediate Project Manager	\$
Junior Project Manager	\$
Senior Professional	\$
Intermediate Professional	\$
Junior Professional	\$
Senior Technician	\$
Intermediate Technician	\$
Junior Technician	\$
Draftsperson	\$
Support, Editing and Management Staff	\$

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Cail	Petroleum hydrocarbons (F1-F4)	\$
Soil	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$

	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Surface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

Year 4: 1 September, 2026 to 31 August, 2027

Title of Resource	Firm Hourly Rates (A)
Senior Project Director	\$
Intermediate Project Director	\$
Senior Project Manager	\$
Intermediate Project Manager	\$
Junior Project Manager	\$
Senior Professional	\$
Intermediate Professional	\$
Junior Professional	\$
Senior Technician	\$
Intermediate Technician	\$
Junior Technician	\$
Draftsperson	\$
Support, Editing and Management Staff	\$

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
Soil	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
	Petroleum hydrocarbons (F1-F4)	\$
	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Curtage water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

Year 5: 1 September, 2027 to 31 August, 2028

Title of Resource	Firm Hourly Rates (A)
Senior Project Director	\$
Intermediate Project Director	\$
Senior Project Manager	\$
Intermediate Project Manager	\$
Junior Project Manager	\$

Senior Professional \$ \$ **Intermediate Professional** \$ **Junior Professional** \$ **Senior Technician** \$ **Intermediate Technician** \$ **Junior Technician** \$ **Draftsperson** \$ **Support, Editing and Management Staff**

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Cail	Petroleum hydrocarbons (F1-F4)	\$
Soil	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Curtoso vietor	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$

Vegetation 7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn) \$

Surcharge Table for Urgent Requests (to be completed at SO award)

% surcharge for quick-turnaround analyses	12 hours:% surcharge (to be completed at SO award)
	24 hours:% surcharge (to be completed at SO award)
	48 hours:% surcharge (to be completed at SO award)
	72 hours:% surcharge to be completed at SO award)

Notes:

Other Costs

Travel costs to sites only accessible by helicopter or boat

At actual cost without markup.

Equipment

At cost price or rental cost without markup.

Rentals

At actual cost without markup.

Materials and Supplies

At actual cost price without markup.

Subcontracts

At actual cost without markup.

Other Direct Costs

At actual cost without markup.

Unspecified Analyses

DFO included the primary analyses that may be needed in the call-ups. However, DFO recognizes that during the period of the Standing Offer, other tests not specified below may be needed. If so, the Basis of Payment for these unspecified tests will be the price set by the current supplier for the call-up plus any applicable surcharge for urgent tests.

STREAM 2 – Toxicological and ecotoxicological risk assessment and related studies

Travel and Living Expenses

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

Year 1: Date of Standing Offer Award to 31 August, 2024

Title of Resource	Firm Hourly Rates (A)
Senior Project Director	\$
Intermediate Project Director	\$
Senior Project Manager	\$
Intermediate Project Manager	\$
Junior Project Manager	\$
Senior Professional	\$
Intermediate Professional	\$
Junior Professional	\$
Senior Technician	\$
Intermediate Technician	\$
Junior Technician	\$
Draftsperson	\$
Support, Editing and Management Staff	\$

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Soil	Petroleum hydrocarbons (F1-F4)	\$
	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$

	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Curfage water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

Year 2: 1 September, 2024 to 31 August, 2025

Title of Resource	Firm Hourly Rates (A)
Senior Project Director	\$
Intermediate Project Director	\$
Senior Project Manager	\$
Intermediate Project Manager	\$
Junior Project Manager	\$
Senior Professional	\$
Intermediate Professional	\$
Junior Professional	\$
Senior Technician	\$
Intermediate Technician	\$
Junior Technician	\$
Draftsperson	\$
Support, Editing and Management Staff	\$

Chemical Analyses	lyses Required Parameter Unit Price per Analysis	
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Soil	Petroleum hydrocarbons (F1-F4)	\$
5011	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Surface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

Year 3: 1 September, 2025 to 31 August, 2026

Title of Resource	Firm Hourly Rates (A)
Senior Project Director	\$
Intermediate Project Director	\$
Senior Project Manager	\$
Intermediate Project Manager	\$
Junior Project Manager	\$
Senior Professional	\$
Intermediate Professional	\$
Junior Professional	\$
Senior Technician	\$
Intermediate Technician	\$
Junior Technician	\$
Draftsperson	\$
Support, Editing and Management Staff	\$

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Cail	Petroleum hydrocarbons (F1-F4)	\$
Soil	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$

Groundwater	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Surface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

Year 4: 1 September, 2026 to 31 August, 2027

Title of Resource	Firm Hourly Rates (A)
Senior Project Director	\$
Intermediate Project Director	\$
Senior Project Manager	\$
Intermediate Project Manager	\$
Junior Project Manager	\$
Senior Professional	\$
Intermediate Professional	\$
Junior Professional	\$
Senior Technician	\$
Intermediate Technician	\$
Junior Technician	\$
Draftsperson	\$
Support, Editing and Management Staff	\$

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
Soil	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

*	Fisheries and Ocear Canada
	Gariaua

	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
	Petroleum hydrocarbons (F1-F4)	\$
	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Surface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

Year 5: 1 September, 2027 to 31 August, 2028

Title of Resource	Firm Hourly Rates (A)
Senior Project Director	\$
Intermediate Project Director	\$
Senior Project Manager	\$
Intermediate Project Manager	\$
Junior Project Manager	\$
Senior Professional	\$

Intermediate Professional \$ \$ **Junior Professional** \$ **Senior Technician** \$ **Intermediate Technician** \$ **Junior Technician** Draftsperson \$ \$ **Support, Editing and Management Staff**

Chemical Analyses	Required Parameter	Unit Price per Analysis
(A)	(B)	(C)
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
	Mercury	\$
	Petroleum hydrocarbons (C10-C50)	\$
Soil	Petroleum hydrocarbons (F1-F4)	\$
Soil	PAHs	\$
	PAHs – low limits (CCME)	\$
	BTEX	\$
	MAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Sediments	Mercury	\$
	PAHs	\$
	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Groundwater	Mercury	\$
	Petroleum hydrocarbons (F1-F2)	\$
Curface water	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$
Surface water	Mercury	\$
Leaching test (Regulation Respecting Hazardous Material)	5 metals (As, Cd, Cr, Hg, Pb)	\$
Water leaching test	8 metals (As, Cd, Cr, Cu, Hg, Ni, Pb, Zn)	\$
Vegetation	7 metals (As, Cd, Cr, Cu, Ni, Pb, Zn)	\$

Canada

Surcharge Table for Urgent Requests (to be completed at SO award)

	12 hours:% surcharge (to be completed at SO award)
	24 hours:% surcharge (to be completed at SO award)
% surcharge for quick-turnaround analyses	48 hours:% surcharge (to be completed at SO award)
	72 hours:% surcharge to be completed at SO award)

Notes:

Other Costs

Travel costs to sites only accessible by helicopter or boat

At actual cost without markup.

Equipment

At cost price or rental cost without markup.

Rentals

At actual cost without markup.

Materials and Supplies

At actual cost without markup.

Subcontracts

At actual cost without markup.

Other Direct Costs

At actual cost without markup.

Unspecified Analyses

DFO included the primary analyses that may be needed in the call-ups. However, DFO recognizes that during the period of the Standing Offer, other tests not specified below may be needed. If so, the Basis of Payment for these unspecified tests will be the price set by the current supplier for the call-up plus any applicable surcharge for urgent tests.

ANNEX "C"

INSURANCE REQUIREMENTS

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

The Commercial General Liability policy must include the following:

- a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Fisheries and Oceans Canada.
- b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each
- f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j) Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- I) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m) Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

ANNEX "D"

STANDING OFFER REPORT

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

ANNEX "E"

NON-DISCLOSURE AGREEMENT

	that in the course of my work as an employee or subcontractor of				
Work, pursuant to Contract represented by the Minister information that is confident produced by the Contractor but not limited to: any docur whether received orally, in p	en access to information by or on behalf of Canada in connection with the Serial No between His Majesty the King in right of Canada, of Public Works and Government Services and, including any all or proprietary to third parties, and information conceived, developed or as part of the Work. For the purposes of this agreement, information includes nents, instructions, guidelines, data, material, advice or any other information rinted form, recorded electronically, or otherwise and whether or not labeled nat is disclosed to a person or that a person becomes aware of during the				
agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.					
•	information provided to the Contractor by or on behalf of Canada must be of the Contract and must remain the property of Canada or a third party, as				
I agree that the obligation of	this agreement will survive the completion of the Contract Serial No.:				
Signature					
 Date					

ANNEX "1" to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror <u>must</u> complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

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);