

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

**Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510**

## Request For Supply Arrangement - Demande pour un arrangement en matière d'approvisionnement

Offer to: Department of Public Works and Government Services

We hereby offer to provide to Canada, as represented by the Minister of Public Works and Government Services, in accordance with the terms and conditions set out herein or attached hereto, the goods, services, and construction detailed herein and on any attached sheets.

Offre au: Ministère des Travaux publics et des Services  
gouvernementaux

Nous offrons par la présente de fournir au Canada, représenté par le ministre des Travaux publics et des Services gouvernementaux, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici et sur toute feuille ci-annexée.

## Comments - Commentaires

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Telus Plaza North/Plaza Telus Nord  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Title - Sujet</b> Laboratory Analysis	
<b>Solicitation No. - N° de l'invitation</b> EW479-130790/A	<b>Date</b> 2012-08-15
<b>Client Reference No. - N° de référence du client</b> EW479-130790	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$EDM-002-9505
<b>File No. - N° de dossier</b> EDM-2-35108 (002)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-09-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Scott, Jasmine	<b>Buyer Id - Id de l'acheteur</b> edm002
<b>Telephone No. - N° de téléphone</b> (780)497-3578 ( )	<b>FAX No. - N° de FAX</b> (780)497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA TELUS PLAZA N.5TH FL. 10025 JASPER AVE EDMONTON ALBERTA T5J1S6 CANADA	
<b>Security - Sécurité</b> This request for a Supply Arrangement does not include provisions for security. Cette Demande pour un arrangement ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

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## PART 1 - GENERAL INFORMATION

### 1. Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- |        |  |
|--------|--|
| Part 1 | General Information: provides a general description of the requirement;  |
| Part 2 | Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;   |
| Part 3 | Arrangement Preparation Instructions: provides suppliers with instructions on how to prepare the arrangement 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 arrangement, the security requirement, if applicable, and the basis of selection;   |
| Part 5 | Certifications: includes the certifications to be provided; and  |
| Part 6 | 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:<br><br>6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;<br><br>6B, includes the instructions for the bid solicitation process within the scope of the SA;<br><br>6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA. |

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

### 2. Summary

The Request for Supply Arrangement (RFSA) is required to provide all labour, materials, equipment, tools and supervision necessary to conduct physical, chemical and biological analysis on the following three categories of samples: i) water and waste water; ii) sediment and soil; and iii) aquatic life (e.g. phytoplankton, benthic algae, zooplankton, benthic invertebrates, fish, marine mammals). These services are required for work occurring in the Yukon, Northwest Territories, Nunavut, Alberta, British Columbia, Saskatchewan and Manitoba to be undertaken by Federal Departments and Agencies. The period of the Supply Arrangement will be in effect for a period of five (5) years from date of issue.

There is no maximum to the number of Supply Arrangements that may be awarded as a result of this RFSA.

This procurement is subject to the following Comprehensive Land Claims Agreement(s) (CLCAs):

- Inuvialuit Final Agreement;
- Gwich'in Comprehensive Land Claim Agreement;
- Sahtu Dene and Metis Comprehensive Land Claim Agreement;
- Tlicho Agreement;
- Nunavut Land Claims Agreement; and
- Umbrella Final Agreement - Council for Yukon Indians.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada Chile Free Trade Agreement, Canada Peru Free Trade Agreement.

### 3. Debriefings

After issuance of a supply arrangement, suppliers may request a debriefing on the results of the request for supply arrangements. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of notification that their arrangement was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

## PART 2 - SUPPLIER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2012-07-11) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: sixty (60) days

Insert: one-hundred and twenty days (120) days

### 2. Submission of Arrangements

Arrangements must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements.

### 3. Enquiries - Request for Supply Arrangements

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

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by suppliers 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 questions or may request that suppliers do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all suppliers. Enquiries not submitted in a form that can be distributed to all suppliers may not be answered by Canada.

### 4. Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 suppliers.

## **PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS**

### **1. Arrangement Preparation Instructions**

Canada requests that suppliers provide the arrangement in separately bound sections as follows:

- Section I: Technical Arrangement (2 hard copies)
- Section II: Financial Arrangement (1 hard copy)
- Section III: Certifications (1 hard copy)

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

Canada requests that suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

#### **Section I: Technical Arrangement**

Refer to Mandatory technical evaluation criteria in Annex "F".

#### **Section II: Financial Arrangement**

Suppliers must submit the financial arrangement in accordance with the Annex "B", Basis of Payment. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

Financial evaluation of the discount percentages will not be completed as part of the evaluation process in order for a Supplier to receive a Supply Arrangement.

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

Suppliers must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

### 1.1. Technical Evaluation

Mandatory technical evaluation criteria are included in Annex "F".

### 2. Basis of Selection

#### 2.1 Basis of Selection is included in Annex "F".

## PART 5 - CERTIFICATIONS

Suppliers must provide the required certifications to be issued a supply arrangement (SA). Canada will declare an arrangement non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications suppliers provide to Canada is subject to verification by Canada during the arrangement evaluation period (before issuance of a SA) and after issuance of a SA. The Supply Arrangement Authority will have the right to ask for additional information to verify suppliers' compliance with the certifications before issuance of a SA. The arrangement will be declared non-responsive if any certification made by the Supplier is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Supply Arrangement Authority for additional information will also render the arrangement non-responsive.

### A. Certifications Precedent to Contract Award and Certifications Required with the Bid

Suppliers must submit the certifications as provided below:

#### 1. Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications with the arrangement.

#### 1.1 Code of Conduct Certifications - Consent to a Criminal Record Verification

##### 1.1.1 Suppliers must submit with their arrangement, by Request for Supply Arrangements closing date:

- (a) a complete list of names of all individuals who are currently directors of the Supplier;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229) **attached at Annex G**, for each individual named in the list.

## 2. Certifications Precedent to Issuance of a Supply Arrangement

The certifications listed below should be completed and submitted with the arrangement, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Supply Arrangement Authority will so inform the Supplier and provide the Supplier with a time frame within which to meet the requirement. Failure to comply with the request of the Supply Arrangement Authority and meet the requirements within that time period will render the arrangement non-responsive.

### 2.1 Federal Suppliers Program - Certification - \$200,000 or more

1. The Federal Suppliers Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to the issuance of a supply arrangement. If the Supplier, or, if the Supplier is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the issuance of a supply arrangement.

Suppliers who have been declared ineligible suppliers by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible suppliers either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any arrangements from ineligible suppliers, including an arrangement from a joint venture that has a member who is an ineligible supplier, will be declared non-responsive.

2. If the Supplier does not fall within the exceptions enumerated in 3. (a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Supplier must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Supplier, or, if the Supplier is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Supplier or the member of the joint venture

(a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;

(b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible supplier by HRSDC).

Further information on the FCP is available on the HRSDC Web site.  
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

## 2.2 Former Public Servant Certification

Contracts with 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 with FPS, suppliers must provide the information required below.

### 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, in the context of the fee abatement formula, 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

Is the Supplier a FPS in receipt of a pension as defined above? YES ( ) NO ( )

If so, the Supplier must provide the following information:

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

### Work Force Reduction Program

Is the Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? YES ( ) NO ( )

If so, the Supplier 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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

#### Certification

By submitting the arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete

### **2.3 Education and Experience**

#### **2.3.1 SACC Manual clause S1010T (2008-12-12) Education and Experience**

## PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

### A. SUPPLY ARRANGEMENT

#### 1. Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex "A".

#### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* Manual issued by Public Works and Government Services Canada. <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

##### 2.1 General Conditions

2020 (2012-07-16) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

##### 2.2 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases paid for by a Government of Canada Acquisition Card.

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

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

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

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

### 3. Term of Supply Arrangement

#### 3.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is five (5) years from date of issuance.

### 4. Authorities

#### 4.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Jasmine Scott  
Supply Specialist  
Public Works and Government Services Canada, Acquisitions Branch  
5th Floor, Telus Plaza North, 10025 Jasper Ave.

Telephone: (780) 497-3578

Facsimile: (780) 497-3510

E-mail: jasmine.scott@pwgsc-tpsgc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

#### 4.2 Supplier's Representative

(To be filled in by the Supplier)

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

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

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

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

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

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

#### 5. Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

#### 6. On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new suppliers to become qualified. Existing qualified suppliers, who have been issued a Supply Arrangement, will not be required to submit a new Arrangement.

#### 7. 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 articles of the Supply Arrangement;
- (b) the general conditions 2020 (2012-07-16), General Conditions - Supply Arrangement - Goods or Services;
- (c) the general conditions 2029 (2012-07-16), General Conditions - Goods or Services (Low Dollar Value);  
the general conditions 2010C (2012-07-16), General Conditions - Services (Medium Complexity);  
the general conditions 2035 (2012-07-16), General Conditions - Higher Complexity - Services;
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Supply Arrangement Reports;
- (g) Annex "D", Insurance Requirements;
- (h) the Supplier's arrangement dated \_\_\_\_\_.

#### 8. Certifications

##### 8.1 Compliance

Compliance with the certifications provided by the Supplier in the arrangement is a condition of the Supply Arrangement (SA) and subject to verification by Canada during the term of the SA and of any resulting contract that would continue beyond the period of the SA. If the Supplier does not comply with any

certification or it is determined that any certification made by the Supplier in the arrangement is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and suspend or cancel the SA.

#### **9. Applicable Laws**

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

#### **10. Insurance Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## B. BID SOLICITATION FOR IDENTIFIED USERS

### 1. Bid Solicitation Documents

Identified Users will use the bid solicitation templates 2T-LDV1 for low dollar value requirements; 2T-MED1 for medium complexity requirements; 2T-HIGH1 for more complex requirements, available in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual based on the estimated dollar value and complexity of the requirement.

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;
- (c) bid preparation instructions;
- (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) evaluation procedures and basis of selection for project-specific tasks and resource qualifications, including but not limited to: education; detection limits; turnaround time; experience; and subject matter expertise, as related to the category of laboratory analysis required;
- (f) financial capability (*if applicable*);
- (g) certifications;
- (h) conditions of the resulting contract;
- (i) Aboriginal Opportunities Consideration - Annex "E" (*applicable for Work subject to CLCA's*); and
- (j) additional insurance requirements (if applicable).

### 2. Bid Solicitation Process

**2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

**2.1.1** Comprehensive Land Claim Agreement(s) (CLCA) - Some solicitations against the resulting SA may be applicable to CLCA(s). To determine if a requirement is subject to any of the CLCA(s), the final delivery location must be determined. CLCA applies to any applicable procurement, regardless of dollar value.

- Procurements subject to CLCA (**competitive or non-competitive**) must:

A) Notify the applicable CLCA groups of the procurement.

- For **all competitive** requirements where the CLCA(s) listed in this SA are applicable, Identified Users must determine any opportunities for aboriginal consideration for each requirement.

Where opportunities exist, Identified Users must:

A) Notify the applicable CLCA groups of the procurement

**AND**

B) Include Aboriginal Opportunities Consideration evaluation criteria - see Annex "E" as an example.

**Note:** *This evaluation criteria is optional for the Suppliers to complete. Although, it **must** be included in the solicitation package that Identified Users issue, Suppliers will have the option to propose an Aboriginal Benefit Plan or not. It must not be mandatory, it can only be considered as a "bonus" when evaluating bids.*

*This is only applicable for bid solicitations for resultant contracts where the Work is subject to CLCA's listed in this SA.*

**2.2** The following is the Selection Process for Identified Users:

**\*\*NOTE: Identified Users must determine whether they have the delegation of authority in order to proceed with any of the following thresholds.**

**1. For all requirements up to an estimated cost of \$24,999.00 (GST included)**

Identified Users will be able to select one SA Holder offering services for the required laboratory analysis category. Identified Users will sign and approve the contracts.

**2. For all requirements from \$25,000.00 up to \$76,599.00 (GST included)**

For each requirement, Identified Users will request a technical/financial bid from a minimum of three (3) SA Holders offering services for the required laboratory analysis categories. If there are less than three (3) SA Holder for that laboratory analysis category, then Identified Users will proceed with requesting a technical/financial bid from the SA Holder(s) offering the services.

**The evaluation procedures and basis of selection for each requirement under the SA will be unique to each bid solicitation issued by the Identified User.** Identified Users will sign and approve the contracts.

For requirements where CLCA(s) listed in this SA are applicable, Identified Users must include Aboriginal Opportunities evaluation criteria. See Annex "E" as an example.

In the case where there are three (3) or more SA Holders, the solicitation process will be accomplished using e-mail to send the Request for Proposal (RFP) and receive bids.

*Minimum response periods: Bidders must be provided with a minimum of five (5) business days in which to respond to the Request for Proposal.*

**3. For all requirements from \$76,600.00 to \$400,000.00 (GST included)**

Identified Users must request a competitive process amongst all Supply Arrangement Holders. This process will be accomplished using Government Electronic Tendering Service (GETS) ([www.merx.com](http://www.merx.com)) to post a Notice of Proposed Procurement (NPP) to all SA Holders. The Request for Proposal will be solicited to all SA Holders to receive bids.

**The evaluation procedures and basis of selection for each requirement under the SA will be unique to each bid solicitation issued by the Identified User.** Identified users will sign and approve the contracts. ALL SA Holders will be invited for the above competition.

For requirements where CLCA(s) listed in this SA are applicable, Identified Users must include Aboriginal Opportunities evaluation criteria. See Annex "E" as an example.

*Minimum response periods: Bidders must be provided with a minimum of fifteen (15) business days in which to respond to the Request for Proposal.*

**4. For all requirements that exceed \$400,000.00 (GST included)**

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Any requirement which exceeds \$400,000.00 will not be applicable to this Supply Arrangement and will be handled as a separate requirement by a PWGSC Contracting Authority.

## C. RESULTING CONTRACT CLAUSES

### 1. General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using:

- (a) 2T-LDV1 (for low dollar value requirements), 2029 General Conditions - Goods or services (Low Dollar Value) will apply to the resulting contract; or
- (b) 2T-MED1 (for medium complexity requirements), 2010C General Conditions - Services (Medium Complexity) will apply to the resulting contract; or
- (c) 2T-HIGH1 (for higher complexity requirements), 2035 General Conditions - Higher Complexity - Services) will apply to the resulting contract.

The above templates are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

Any resultant contracts under this SA will contain the following information, at a minimum:

- Laboratory analysis category requirement, including number of analysis required, category(ies) of analysis and minimum qualifications, as applicable.
- A Scope of Work, describing the Work to be completed under the Contract and a description of the required results by the Identified User.
- A list of Deliverables to be completed, including any applicable milestones and deadlines.
- A Basis of Payment.
- Standard Invoicing Instructions including: a summary of activities undertaken to meet commitments made as part of the Aboriginal Opportunities Considerations portion of the Supplier's bid (*applicable for Work subject to CLCA's*).



## ANNEX "A" STATEMENT OF WORK

**1. TITLE:** Laboratory Analysis

**2. OBJECTIVE:**

A Supply Arrangement is required to provide all labour, materials, equipment, tools and supervision necessary to conduct physical, chemical and biological analysis on the following three categories of samples: i) water and waste water; ii) sediment and soil; and iii) aquatic life (e.g. phytoplankton, benthic algae, zooplankton, benthic invertebrates, fish, marine mammals).

These services are required for work occurring in the Yukon, Northwest Territories, Nunavut, Alberta, British Columbia, Saskatchewan and Manitoba to be undertaken by Federal Departments and Agencies including but not necessarily limited to: Aboriginal Affairs and Northern Development Canada, Fisheries and Oceans Canada, Environment Canada, and Parks Canada.

**3. BACKGROUND:**

Aboriginal Affairs and Northern Development Canada

The Renewable Resources and Environment Directorate of AANDC delivers environmental programs and services, implements environmental management measures and provides advice and guidance to resource management boards and other agencies on a range of land and water issues. The Northwest Territories Cumulative Impact Monitoring Program (NWT CIMP), one of the programs administered by AANDC, examines and supports projects that study the effects of anthropogenic and natural changes on the environment in the NWT. As part of this initiative the program collects environmental data that must be analyzed by an accredited laboratory.

Department of Fisheries and Oceans

DFO is responsible for developing and implementing policies and programs in support of Canada's scientific, ecological, social and economic interests in oceans and fresh waters. DFO is responsible for the management, protection and conservation of Canada's fisheries resources in all fishing zones, territorial seas and inland waters. DFO delivers environmental programs and services, implements fisheries management measures and provides expert advice to resource management boards and other agencies on a range of land and water issues.

An important part of the assessment and monitoring of fish habitat and fish health is the collection of environmental data such as water and sediment quality, fish tissue, plankton and benthic invertebrate community composition. Much of the data needs to be analyzed by an accredited laboratory.

Environment Canada (EC)

Environment Canada's mandate is to

- preserve and enhance the quality of the natural environment, including water, air, soil, flora and fauna;
- conserve Canada's renewable resources;
- conserve and protect Canada's water resources;
- forecast daily weather conditions and warnings, and provide detailed meteorological information to all of Canada;
- enforce rules relating to boundary waters; and
- coordinate environmental policies and programs for the federal government.

EC is a science-based department, and provides the science and technology information needed so that

Canadians can make informed decisions about the environment. In addition, Environment Canada's science and technology work helps to protect and conserve our air, water, wildlife and spaces. EC uses its research to track and manage wildlife populations, to improve understanding of ecosystems and support their recovery, to assess environmental risk, to issue weather and climate forecasts and warnings, and to support policy and legislative action. This supply arrangement will be used to address lab analysis requirements on an as needed basis to support EC's activities.

#### Parks Canada Agency (PCA)

Parks Canada is committed to implementing green initiatives at national parks, national historic sites, and national marine conservation areas. Through the rejuvenation of contaminated sites, the use of conservation practices, and innovation projects, Parks Canada continues to ensure that Canadians may enjoy their treasured sites in the most eco-friendly way possible. In minimizing the environmental impact at its sites, Parks Canada hopes to encourage Canadians in promoting clean air, clean water and sustainable land use. Lab analysis is required for a variety of initiatives under the Parks Canada's mandate such as water quality monitoring within park boundaries.

#### 4. DEFINITIONS AND APPLICABLE DOCUMENTS:

Term/Acronym	Definition
<b>AANDC</b>	Aboriginal Affairs and Northern Development Canada.
<b>CABIN</b>	Canadian Aquatic Biomonitoring Network.
<b>CIMP</b>	Cumulative Impact Monitoring Program.
<b>DFO</b>	Department of Fisheries and Oceans.
<b>EA</b>	Environmental Assessment.
<b>EC</b>	Environment Canada.
<b>NWT</b>	Northwest Territories.
<b>PCA</b>	Parks Canada Agency.
<b>SA</b>	Supply Arrangement.
<b>SOW</b>	Statement of Work.

In the Yukon, Northwest Territories, Nunavut, Alberta, British Columbia, Saskatchewan and Manitoba, AANDC, EC, PCA and DFO operate under Acts and Agreements including but not limited to the following, which may provide further useful information and context in determining the context regarding this requirement, as well as its size and scope. Any other Acts that may affect the Work will be specified in any resultant contract(s) issued in accordance with this Supply Arrangement.

**Acts**

*The Mackenzie Valley Resource Management Act;*

*The Canadian Environmental Assessment Act;*

*The Canadian Environmental Protection Act*

*The Species at Risk Act;*

*The Fisheries Act;*

*The Oceans Act;*

*Migrating Birds Convention Act; and*

*Canada Wildlife Act*

The following websites may provide further useful information and context for the requirement:

Aboriginal Affairs and Northern Development: <http://www.ainc-inac.gc.ca/>

Environnement Canada: <http://www.ec.gc.ca/>

Parks Canada: <http://www.pc.gc.ca/>

Department of Fisheries and Oceans: <http://www.dfo-mpo.gc.ca/>

Northwest Territories Cumulative Impact Monitoring Program: <http://www.nwtcimp.ca>

**5. LAB ANALYSIS REQUIREMENTS**

Any project-specific tasks and resource qualifications, including education, detection limits, turnaround time, experience and subject matter expertise, as related to the category of analysis required, will be specified in any resultant contract(s) issued in accordance with this Supply Arrangement.

**6. SCOPE OF WORK****A) Laboratory Services**

Conduct physical, chemical and biological analysis on the following categories of laboratory analysis.

**i) Water and Waste Water** analysis including, *but not limited to*:

- Physical parameters (e.g.. pH, hardness, conductivity, alkalinity, total suspended solids [TSS], total dissolved solids [TDS], turbidity).
- Microbiology (e.g.. Total coliforms, E.coli, fecal coliforms, fecal streptococcus, chemical oxygen demand [COD], biochemical oxygen demand [BOD]).
- Major ions (e.g. Cation and anion suites).
- Nutrients (e.g. Chemical oxygen on demand (COD), Dissolved organic carbon (DOC), Total organic carbon (TOC), Ammonia (NH<sub>3</sub>-N), Orthophosphate (OP), Total Phosphorous (TP), Dissolved Phosphorous (DP), , pesticides, and petroleum-based compounds [e.g., visible oil and grease, polycyclic aromatic hydrocarbons [PAH], naphthenic acids [NA]).

- Organic parameters (e.g. benzene+toluene+ethylbenzene+xylenes [BTEX], other volatile compounds, Trihalomethanes, extractable hydrocarbons, purgeable hydrocarbons, hexane extractable material).
- Metals (e.g. total, dissolved, speciation).
- Stable isotopes, including, *but not limited to*: <sup>13</sup>Carbon, <sup>18</sup>Oxygen, <sup>15</sup>Nitrogen, <sup>2</sup>Hydrogen.

**ii) Sediment and Soil** analysis including, *but not limited to*:

- soil geotechnical properties
- carbon and Pb-210 dating
- metals, organic parameters, and contaminants (e.g. PAH, pyrogenic chemicals, petrogenic chemicals)

**iii) Aquatic Life** analysis (e.g. plants, benthic invertebrates, plankton, fish, marine mammals) including, *but not limited to*:

- Provide sample identification using standard protocols (for example, benthic invertebrate identification using Canadian Aquatic Biomonitoring Network [(CABIN) protocols, or appropriate Terrestrial Biomonitoring protocols]).
- Valued component identification services (for example vegetation identification).
- Age analysis, including, *but not limited to*: scales, otoliths, fin rays, opercula.
- Contaminant analysis of fish, marine mammals, invertebrates, water, sediments, (e.g. metals, PAH's, PCP, OC's).
- Biological assessments of fish, marine mammals, and invertebrates (e.g. meristics, morphometrics, condition, maturity, sex, diet, parasite loadings and prevalence).
- Stable isotope (e.g. <sup>13</sup>C, <sup>14</sup>N,) analysis of, but not limited to fish, macroinvertebrates, zooplankton, phytoplankton, benthic algae.
- Provide identification.
- Counts of benthic macroinvertebrates using standard protocols (e.g., CABIN protocol, or appropriate aquatic biomonitoring protocols).

## B) Analyses Report

The Supplier must provide the results of analysis to the Identified User within the stated number of working days from completion of analysis for each resultant contract(s) issued in accordance with this Supply Arrangement, including but not limited to:

- Analysis methods
- Analysis results
- Quality Assurance (QA) / Quality Control (QC) methodology

Delivery of analysis results may be requested in any of the methods listed below. The method of delivery will be stated in each resultant contract(s) issued in accordance with this Supply Arrangement:

- By fax
- By email
- Hardcopy and disk copy by mail

Typical forms that may be used to deliver the analysis include Excel, Word, Adobe PDF.

### **C) Quality Assurance and Quality Control Program**

The laboratory is to provide the Supply Arrangement Authority with a copy of their analysis methods at the outset of the Arrangement and a copy of any new or revised analysis methods during the life of the Arrangement. Unless otherwise identified by the Identified User, all results will be listed in the same unit of measure as displayed in applicable and most current CCME Canadian Environmental Quality Guidelines. Those results that exceed the current guideline will be flagged using enhanced fonts or listed separately.

### **D) Disposal of Samples**

Disposal, if required, of all samples is the responsibility of the Supplier and must be in accordance with applicable Federal, Provincial, Territorial and Municipal Environmental Safety Regulations and Legislation. If samples are requested to be returned to the Identified User, costs to package and return samples back will be reimbursed by that Identified User at actual cost with NO mark-up.

### **E) Retesting**

Any cost resulting from retesting that is required as a result of Supplier damage or adulteration to samples during delivery, handling and storage will be the responsibility of the Supplier. Alternatively, if retesting is due to errors made by the Identified User, then that Identified User will be responsible for the costs associated with repeating the analysis as per the Basis of Payment, Annex "B".

### **F) Standard of Work**

All work referred to above, must be performed in accordance with all codes of Federal, Provincial, Territorial, or Municipal application provided that in any case of conflict or discrepancy the more stringent requirement will apply.

### **G) Special Requirements**

The Identified User will request the Supplier to investigate and rectify any discrepancies that may be discovered to the satisfaction of that Identified User. The Supplier must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under any applicable federal, provincial or municipal legislation. The Supplier will be responsible for any charges imposed by such legislation or regulations. Upon request, the Supplier must provide a copy of any such permit, license, or certificate to Canada.

The Supplier must provide all sample containers, associated equipment, and necessary reagents, including, but not limited to:

- a. Sample jars, bottles, plastic bags
- b. Coolers for transporting samples
- c. Applicable preservatives and solvents

Sample containers, shipping costs and any other associated costs not included with the direct sample price less the discount percentage will however, be reimbursed at actual costs with NO mark-up. Receipts

MUST be provided with invoices and will be specified in any resultant contract(s) issued in accordance with this Supply Arrangement.

The Supplier will provide transportation of the sample containers and necessary and requested sampling or preservation supplies TO the location specified by the Identified User awarding the contract against the Supply Arrangement except in those instances where pick up arrangements are made.

Return shipping will be the responsibility of the Identified User and may include the request for a return shipping label from the Supplier. All shipping costs are to be billed separately as disbursements at actual cost with NO mark-up supported by receipts.

Packaging for transportation is to be provided by and is the responsibility of the Supplier and must be in accordance with current Transportation Canada Regulations, including, and where applicable, requirements under the Transportation of Dangerous Goods Act (TDG).

## **7. DELIVERABLES:**

Each resultant contract issued in accordance with this Supply Arrangement will clearly define the work required, the lab analysis required, turnaround times, the specific deliverables, format required and the required delivery date.

All Deliverables must be produced such that they conform to any and all applicable professional and scientific standards and rigour, and that they meet the objectives of the Identified User.

## **8. RISKS AND CONSTRAINTS**

Most requirements will be done in normal operating hours Monday to Friday between 0800 to 1800, however, some requirements may require After Hours Service Monday to Friday between 1800 to 0800) and / or Urgent Service on weekends and/or statutory holidays. Turnaround time for Urgent Service will be stated in each resultant contract(s) issued in accordance with this Supply Arrangement.

## ANNEX "B"

### BASIS OF PAYMENT

- **It is MANDATORY that Suppliers submit a discount percentage for one or more of the following categories:** i) Water and Waste Water, ii) Sediment and Soil, and iii) all Aquatic Life listed below for this Arrangement. Suppliers are not obligated to submit discount percentages for all categories, only categories for which they can perform work under.
- Discount percentages are to remain firm for the period of the Supply Arrangement.
- Analyses of some components of Aquatic Life are often highly tailored to the Identified User needs depending on the type of Aquatic Life (e.g., phytoplankton versus zooplankton) and how it is described (e.g., density versus biomass). Thus, to provide an increased level of clarity and flexibility to the Supplier and the Identified User using the SA, the category of "Aquatic Life" has been separated from categories: i) Water and Waste Water and ii) Sediment and Soil.
- Percentage Discounts for work performed during normal working hours will be the Supplier's regular, seasonal and sale catalogues or current published price lists, less a discount percentage, Table A & B below.
- Percentage Discount for After Hours Service and Urgent Service will be the Supplier's regular, seasonal and sale catalogues or current published price lists cost, less a discount percentage, Table C & D below.
- Sample containers, shipping costs and any other associated costs not included with the direct sample price less the discount percentage will be reimbursed at actual costs with NO mark-up. Receipts MUST be provided with invoices and will be specified in any resultant contract(s) issued in accordance with this Supply Arrangement.
- GST is not to be included in the prices but will be added as a separate item to any invoice issued against any contract issued Against the Supply Arrangement.
- Following issuance of a Supply Arrangement, it is the Supplier's responsibility to supply and update price lists and/or catalogues. The Supplier must send any updated price lists and/or catalogues to the Supply Arrangement Authority at the address stated in the Supply Arrangement. Upon request, the Supplier must provide one (1) copy of its catalogue and price list and updates to any Identified User requesting a copy.

**Work Performed During Normal Working Hours:****Table A**

<b>LABORATORY ANALYSIS CATEGORIES:</b>	<b>Discount %</b>
i. Water and Waste Water	_____ %
ii. Sediment and Soil	_____ %

**Table B**

<b>iii. AQUATIC LIFE ANALYSIS CATEGORY:</b>	<b>Density Discount %</b>	<b>Biomass Discount %</b>
Zooplankton	_____ %	_____ %
Phytoplankton	_____ %	_____ %
Benthic Macroinvertebrates	_____ %	_____ %
Benthic Algae	_____ %	_____ %
All other types of Aquatic Life Analysis, not listed above, including but not limited to fish and marine mammals.	_____ %	_____ %



**Work Performed After Hours Service and/or Urgent Service:****Table C**

<b>LABORATORY ANALYSIS CATEGORIES:</b>	<b>After Hours Service</b> (Monday to Friday 01800 to 0800 Local Time) <b>Discount %</b>	<b>Urgent Service</b> (weekends and/or statutory holidays) <b>Discount %</b>
i. Water and Waste Water	_____ %	_____ %
ii. Sediment / Soil	_____ %	_____ %

**Table D**

	<b>Density Analysis</b>		<b>Biomass Analysis</b>	
<b>iii. AQUATIC LIFE ANALYSIS CATEGORY:</b>	<b>After Hours Service</b> (Monday to Friday 01800 to 0800 Local Time) <b>Discount %</b>	<b>Urgent Service</b> (weekends and/or statutory holidays) <b>Discount %</b>	<b>After Hours Service</b> (Monday to Friday 01800 to 0800 Local Time) <b>Discount %</b>	<b>Urgent Service</b> (weekends and/or statutory holidays) <b>Discount %</b>
Zooplankton	_____ %	_____ %	_____ %	_____ %
Phytoplankton	_____ %	_____ %	_____ %	_____ %
Benthic Macroinvertebrates	_____ %	_____ %	_____ %	_____ %
Benthic Algae	_____ %	_____ %	_____ %	_____ %
All other types of Aquatic Life analyses not listed above including but not limited to fish and marine mammals.	_____ %	_____ %	_____ %	_____ %

## ANNEX "C"

### SUPPLY ARRANGEMENT REPORTING

Suppliers must provide a quarterly report on usage of the Supply Arrangement in the format as show below.

Supply Arrangement Reporting must be e-mailed to the following email address:

wst-pa-edm@tpsgc-pwgsc.gc.ca

Please use the Supply Arrangement number in the subject line and clearly indicate:

- The supply arrangement number for which the data is submitted
- The period for which the data has been accumulated (start date to end date);
- The Total Spend to date by Canada

<b>Supply Arrangement - EW479-130790</b>		<b>Start Date of SA</b> (DD/MM/YYYY)	<b>End Date of SA</b> (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	<b>Start Reporting Period</b> (DD/MM/YYYY)	<b>End Reporting Period.</b> (DD/MM/YYYY)

<b>Invoice #</b>	<b>Description / Location</b>	<b>Date of Contract Award</b>	<b>Date of Relocation</b>	<b>Value of Contract</b>

**NIL REPORT:** We have not done any business with the federal government for this period [   ]

PREPARED BY:

NAME:

TELEPHONE NO.:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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## **ANNEX "D"**

### **INSURANCE REQUIREMENTS**

#### **A) Commercial General Liability Insurance**

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

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- l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

**ANNEX "E"****EXAMPLE ABORIGINAL OPPORTUNITIES CONSIDERATION****Example Only: To be used by Identified Users for bid solicitations for resultant contracts.**

Identified Users can choose one of the following Aboriginal Opportunities Consideration methodology based on the evaluation criteria used:

**OPTIONAL BONUS POINTS IF USING POINT RATED EVALUATION CRITERIA:**

The following optional bonus points for Aboriginal benefits allow suppliers to provide a plan for considerations of local and/or Regional Aboriginal citizens and communities in the identified Comprehensive Land Claim Areas.

Suppliers have the ability to receive bonus points through the provision of Aboriginal involvement in their proposal. Bonus points up to \_\_\_\_\_ will be added to the total evaluated technical score point based on the provision of proof that your organization or service provided meets the criteria stated in Annex "\_\_\_\_" Aboriginal Opportunities Consideration (or provision of certification via signature below that your organization or service provided meets the aboriginal benefit.).

**OR**

**PRICE REDUCTION:**

The following additional price reduction for aboriginal benefits, allow the Bidder to provide a plan for considerations of local and/or Regional Aboriginal citizens and communities in the identified Comprehensive Land Claim Areas.

Bidders have the ability to receive an evaluated price reduction through the provision of Aboriginal involvement in their proposal. A reduction of up to \_\_\_\_\_% may be applied to the total evaluated price based on the provision of proof that your organization or service provided meets the criteria stated in Annex "\_\_\_\_" Aboriginal Opportunities Consideration (or provision of certification via signature below that your organization or service provided meets the aboriginal benefit.).

**NOTE: This table is an example only. Identified users may modify this table to meet their individual requirements.**

<b>ABORIGINAL OPPORTUNITIES</b>	<b>Point OR Percentage Value</b>	<b>Score</b>
<b>Offices:</b> Supplier has an office located in a Comprehensive Land Claim Area (Gwich'in Comprehensive Land Claim Agreement; Inuvialuit Final Agreement; Sahtu Dene and Metis Agreement; Tlicho Agreement; Nunavut Land Claims Agreement; and/or Umbrella Final Agreement - Council for Yukon Indians.)	_____	
<b>Training and Development:</b>	_____	

Supplier has provided an undertaking of a commitment with respect to delivery of training and/or development programs for local and/or regional Aboriginal citizens.

This will be evaluated based on the following criteria:

Innovation

Long-term Socio-Economic Benefit/Impact

Marketable Training/Skills

Some ideas include but are not limited to:

Apprenticeship Programs

Summer employment for College/University students

Scholarship funds

Partnerships with Training Organizations (i.e. Colleges, Universities,

ECO Canada, Mine Training Society)

#### **Community Development:**

Supplier has provided an undertaking of a commitment with respect to delivery of a community development program for local and/or regional Aboriginal citizens.

This will be evaluated based on the following criteria:

Innovation

Long-term Socio-economic Benefit/Impact

Alignment with the Communities' development Plan

Some ideas include but are not limited to:

Grants

Infrastructure

Equipment

#### **Labour Recruitment:**

Supplier provided a plan demonstrating the proposed approach to recruitment and employment of local and/or regional Aboriginal Labor.

The plan should include the proposed methods of recruitment, consultations with the Aboriginals and any local and/or regional Aboriginal citizens currently in employ with the firm.

This will be evaluated based on the following criteria:

Innovation

Level of effort/consultation

Socio-Economic Benefit/Impact

Level of employment (i.e. Laborer vs. Engineer)

Length of employment (i.e. Short term vs. permanent, Full time vs. Part time

**Sub-suppliers/Suppliers:** Supplier provided a plan

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demonstrating the proposed approach to utilizing local and/or regional Aboriginal subcontractors. The Plan should include but not be limited to: Potential subcontractors. List of existing available local and/or regional Aboriginal subs (If applicable) Consultation with local and/or regional Aboriginal subcontractors.		
<b>MAXIMUM TOTAL POINTS / PERCENTAGE VALUE AVAILABLE</b>	_____	

**ANNEX "F"****EVALUATION PROCESS, EVALUATION CRITERIA AND SUPPLIER SELECTION METHOD****A) EVALUATION PROCESS****Step 1: Mandatory Technical Criteria**

Each Arrangement will be examined to determine that it meets all mandatory criteria. Arrangements which fail to meet the mandatory criteria will be given no further consideration and will be deemed non-compliant. Arrangements which meet all the mandatory criteria will proceed to Step 2.

**Step 2: Conditions Precedent to Issuance of Supply Arrangements**

Each compliant Supplier will be given written notification to provide the information required in Part 5 Certifications required as a Condition Precedent to Issuance of Supply Arrangement, by a specified date and time, unless the information has already been provided in the RFSA submission. Should the Supplier fail to provide all the information required by the date and time specified, the Supplier will be considered non-compliant and given no further consideration.

**Step 3: Issuance of Supply Arrangements**

Upon compliance with all of the Conditions Precedent to the Issuance of Supply Arrangements, each compliant Supplier will be issued a Supply Arrangement.



**B) EVALUATION CRITERIA****MANDATORY TECHNICAL CRITERIA****Mandatory Technical Criteria at Solicitation Closing**

Failure to meet any of the following mandatory requirements at solicitation closing will render your Arrangement non-compliant and they will be given no further consideration

- 1) Suppliers submitting a proposal for Categories i) Water and Waste Water and/or ii) Sediment and Soil Categories as per the Basis of Payment, Annex "B", must have a current accreditation from the Canadian Association for Laboratory Accreditation (CALA) or the Standards Council of Canada (SCC).  
***The Supplier must provide a copy of their current accreditation with CALA or SCC with the Arrangement.***
- 2) Suppliers submitting a proposal for Category iii) Aquatic Life (Benthic Invertebrates) as per the Basis of Payment, Annex "B", must have a current accreditation with the Taxonomic Certification program of the North American Benthological Society or equivalent.  
***The Supplier must provide a copy of their current accreditation with the Arrangement.***
- 3) The Supplier must provide a current copy of their regular, seasonal and sale catalogues or current published price lists with the Arrangement.

**C) SUPPLIER SELECTION METHOD**

Suppliers that meet all the mandatory requirements at solicitation close and provide all Certifications required as a Condition Precedent to Issuance of a Supply Arrangement as outlined in Part 5 of the Request for Supply Arrangement, will be issued a Supply Arrangement.

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**ANNEX "G"**  
**CONSENT TO A CRIMINAL RECORD VERIFICATION**

Please see Consent to a Criminal Record Verification Form 229 attached to this document.



**FOR GOVERNMENT USE ONLY**  
**POUR USAGE DU GOUVERNEMENT SEULEMENT**

Special Investigations Directorate File No.  
N° de dossier de la Direction des enquêtes spéciales

Date Received (Y-A M D-J)  
Date de réception

**CONSENT TO A CRIMINAL RECORD VERIFICATION**  
**CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

This form must be completed and signed by each individual who is currently on the Board of Directors of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.  
Le présent formulaire doit être rempli et signé par chaque membre du conseil d'administration du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.

**A** **PRIVACY ACT STATEMENT**  
**ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS**

The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining or maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir ou conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

**B** **BIOGRAPHICAL INFORMATION - Must be completed by the individual**  
**RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu**

Family Name (Last Name) - Nom (de famille)

Family Name at Birth - Nom de famille à la naissance

Full Given Names (No initials) - Prénoms au complet (aucune initiale)

All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames)  
Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)

Gender - Sexe

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Male  
Masculin

☐

Female  
Féminin

Date of Birth - Date de naissance (Y-A M D-J)

**Current Residential Information**  
**Information résidentielle actuelle**

Apartment No. - N° d'appartement

Street No. - N° civique

Street Name - Nom de la rue

City - Ville

Province

Postal Code - Code postal

<b>C</b>	<b>CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu</b>
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I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

<b>D</b>	<b>ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement</b>	
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante		
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat		Date of Request (Y-A M D-J) Date de la demande
Requesting Contact Person - Personne-ressource requérante		Contact Person Tel. No. - N° de tél. de la personne-ressource