

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Cabot Place, Phase II  
Box 4600  
St. John's, NL  
A1C 5T2  
Bid Fax: (709) 772-4603**

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

Regional Individual Standing Offer (RISO)  
Offre à commandes individuelle régionale (OCIR)

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
 PWGSC / TPGSC - Nfld. Region  
 Cabot Place, Phase II, 6th Floor  
 Box 4600  
 St. John's, NL  
 A1C 5T2

<b>Title - Sujet</b> RISO-Chemical Analysis	
<b>Solicitation No. - N° de l'invitation</b> E0224-141123/A	<b>Date</b> 2013-09-10
<b>Client Reference No. - N° de référence du client</b> E0224-141123	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$XAQ-040-5952
<b>File No. - N° de dossier</b> XAQ-3-36102 (040)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-21</b>	
<b>Time Zone Fuseau horaire</b> Newfoundland Daylight Saving Time NDT	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Connolly, Carolyn	<b>Buyer Id - Id de l'acheteur</b> xaq040
<b>Telephone No. - N° de téléphone</b> (709)772-5396 ( )	<b>FAX No. - N° de FAX</b> (709)772-4603
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA JOHN CABOT BLDG 6TH FL. 10 BARTERS HILL P.O.BOX 4600 ST JOHNS Newfoundland and Labrador A1C5T2 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefings

### **PART 2 - OFFEROR INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Offers
3. Former Public Servant
4. Enquiries - Request for Standing Offers
5. Applicable Laws

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

1. Offer Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer
2. Additional Certifications Precedent to Issuance of a Standing Offer

### **PART 6 - INSURANCE REQUIREMENTS**

1. Insurance Requirements

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

#### **A. STANDING OFFER**

1. Offer
2. Standard Clauses and Conditions
3. Term of Standing Offer
4. Authorities
5. Proactive Disclosure of Contracts with Former Public Servants
6. Identified Users
7. Call-up Procedures
8. Call-up Instrument
9. Limitation of Call-ups
10. Financial Limitation
11. Priority of Documents
12. Certifications
13. Applicable Laws

Solicitation No. - N° de l'invitation

E0224-141123/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq040

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

E0224-141123

File No. - N° du dossier

XAQ-3-36102

CCC No./N° CCC - FMS No/ N° VME

---

## **B. RESULTING CONTRACT CLAUSES**

1. Statement of Work
2. Standard Clauses and Conditions
3. Term of Contract
4. Proactive Disclosure of Contracts with Former Public Servants
5. Payment
6. Invoicing Instructions
7. Insurance Requirements

### **List of Annexes:**

Annex "A"	Statement of Work & List of Analytes
Annex "B"	Basis of Payment/Turn-Around Times
Annex "C"	Quarterly Standing Offer Business Volume Report
Annex "D"	Information for Code of Conduct Certification

## PART 1 - GENERAL INFORMATION

### 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: includes the certifications 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 & List of Analytes; the Basis of Payment/Turn-Around Times; the Quarterly Standing Offer Business Volume Report; and Information for Code of Conduct Certification.

### 2. Summary

**TITLE:** Chemical Analysis

**REQUIREMENT:** Public Works and Government Services Canada (PWGSC), St. John's NL requires the services of a firm for the provision of chemical analysis of organic and inorganic analytes in various environmental media including groundwater, surface water, liquid effluent, soil, and construction material samples on an 'as and when' requested basis. Please refer to the Statement of Work attached as Annex "A" for a detailed description of the services required.

**PERIOD OF STANDING OFFER:** Overall period of Standing Offer is two (2) years from date of issuance.

**VALUE OF STANDING OFFER:** Overall estimated value is \$250,000.00.

Solicitation No. - N° de l'invitation

E0224-141123/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq040

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

E0224-141123

File No. - N° du dossier

XAQ-3-36102

CCC No./N° CCC - FMS No/ N° VME

---

### **3. Debriefings**

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

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2006 (2013-06-01) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2. Submission of Offers

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

### 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 with FPS, offerors must provide the information required below before the issuance of a standing offer.

#### 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.

## 4. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (5) 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

Solicitation No. - N° de l'invitation

E0224-141123/A

Amd. No. - N° de la modif.

File No. - N° du dossier

XAQ-3-36102

Buyer ID - Id de l'acheteur

xaq040

CCC No./N° CCC - FMS No/ N° VME

---

## 5. **Applicable Laws**

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

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.



## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

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

Section I: Financial Offer (one (1) hard copy)

Section II: Certifications (one (1) hard copy)

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 their offer.

- (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 Standing Offers.

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](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, offerors should:

- 1) 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
- 2) 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: Financial Offer

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

#### Payment by Credit Card

Canada requests that offerors complete one of the following:

- (a)  Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA \_\_\_\_\_

Master Card \_\_\_\_\_

- (b)  Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

Solicitation No. - N° de l'invitation

E0224-141123/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq040

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

E0224-141123

File No. - N° du dossier

XAQ-3-36102

CCC No./N° CCC - FMS No/ N° VME

---

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation criterion.

**Section II: Certifications**

Offerors must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**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.

**1.1. Technical Evaluation**

**1.1.1 Mandatory Technical Criteria [To be completed by offeror with bid submission]**

The criteria listed below are minimum mandatory requirements. Bidders must show how they meet the minimum requirements. **Proposals which do not clearly show they meet the minimum criteria will be deemed non-responsive and will be given no further consideration.**

- The Offeror must submit with its technical proposal a signed attestation from the Laboratory Head or Director (or equivalent) indicating compliance with all mandatory criteria, and it must also provide a copy of the required certification. Failure to do so will result in the bid being considered non-responsive and not considered for Contract award.
  - **Met** \_\_\_\_ **Yes [Signed Attestation Enclosed]** \_\_\_\_ **No**
- **Licenses/Certifications:** The Offeror's Laboratory is in possession of all valid licenses and certifications to the applicable Federal and Provincial standards and regulations required to perform all services as outlined in Annexes "A" and "B".
  - **Met** \_\_\_\_ **Yes** \_\_\_\_ **No**
- **CALA / SCC Certification and Scope of Accreditation:** Offerors must hold environmental analysis accreditation by the Canadian Association for Laboratory Accreditation (CALA) for Environmental Analysis or Standards Council of Canada Accredited Testing Laboratory (ISO / IEC 17025). Offeror must submit with their bid a valid copy of CALA / SCC Certification and Scope of Accreditation covering all test parameters in Annexes "A" and "B" for which CALA / SCC accreditation is currently available. Certificates submitted by Offeror's must be valid on the date of bid closing.
  - **Met** \_\_\_\_ **Yes [Current Certification enclosed]** \_\_\_\_ **No**
- **Laboratory Standards:** The Offeror must meet or exceed Federal and Provincial (or other environmental regulatory bodies) methods and means for analytical methods of testing.
  - **Met** \_\_\_\_ **Yes** \_\_\_\_ **No**
- **Sample holding times:** The Offeror's laboratory(ies) must be located such that samples can be analyzed within the standard holding time.
  - **Met** \_\_\_\_ **Yes** \_\_\_\_ **No**
  - **[Location of laboratory(ies):** \_\_\_\_\_ **]**

Solicitation No. - N° de l'invitation

E0224-141123/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq040

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

E0224-141123

File No. - N° du dossier

XAQ-3-36102

CCC No./N° CCC - FMS No/ N° VME

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- **Drop Off Facility:** The Offeror must provide a Drop Off Facility in St. Johns, Newfoundland to receive unpackaged samples as outlined in Section 4.0 (2) of Annex "A".
    - **Met** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
  - **Pricing:** Provide pricing for all line items in the price table without any deviations, as well as pricing for the Unspecified Analytical Services in Annex "B".
    - **Met** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
  - **Attestation from Offeror's Laboratory Head or Director (or equivalent):**

The Offeror's Laboratory Head or Director (or equivalent) certifies that its indication of compliance above is accurate and complete and is in accordance with the Statement of Work detailed in Annex "A".

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

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

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

## 1.2 Financial Evaluation

SACC Reference	Section	Date
M0220T	Evaluation of Price	2007-05-25

### 1.2.1 Price Proposal

Offeror must submit their price proposal in the manner outlined in the Basis of Payment at Annex "B". Failure to do so will result in your offer being considered non-responsive and not considered for award.

## 2. Basis of Selection

### 2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria to be declared responsive. The responsive offer with the lowest evaluated price on an aggregate basis will be recommended for issuance of a standing offer.

SACC Reference	Section	Date
M0031T	Basis of Selection - Mandatory Technical Criteria Only	2007-05-25

## PART 5 - CERTIFICATIONS

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. 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 is found to be untrue whether 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 with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Issuance of a Standing Offer

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting an offer, the Offeror certifies that the Offeror and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Offer of Standard Instructions 2006. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from HRSDC-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.

### 2. Additional Certifications Precedent to Issuance of a Standing Offer

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

#### 2.1 Workers Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within five (5) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's

Solicitation No. - N° de l'invitation

E0224-141123/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq040

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

E0224-141123

File No. - N° du dossier

XAQ-3-36102

CCC No./N° CCC - FMS No/ N° VME

---

good standing account. ***Failure to comply with the request may result in the bid being declared non-responsive.***

## **2.2 Status and Availability of Resources**

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

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

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Signature of Authorized Representative

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Date

Solicitation No. - N° de l'invitation

E0224-141123/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq040

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

E0224-141123

File No. - N° du dossier

XAQ-3-36102

CCC No./N° CCC - FMS No/ N° VME

---

## **PART 6 - INSURANCE REQUIREMENTS**

### **1. Insurance Requirements**

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Part 7.

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

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## PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Offer

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

#### 2. Security Requirement

There is no security requirement applicable to this Standing Offer.

#### 3. Standard Clauses and Conditions

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

##### 3.1 General Conditions

2005 (2012-11-19) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 3.2 Standing Offers Reporting

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

The Offeror 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 Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

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

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

#### 4. Term of Standing Offer

##### 4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is two (2) years from date of award.



**5. Authorities**

**5.1 Standing Offer Authority**

The Standing Offer Authority is:

Carolyn Connolly  
Contracting Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Atlantic Region  
Science, Services and Marine  
The John Cabot Building, 10 Barter's Hill  
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 772-5396  
Facsimile: (709) 772-4603  
E-mail address: carolyn.connolly@pwgsc.gc.ca

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

**5.2 Project Authority**

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.

**5.3 Offeror's Representative [To be completed by the offeror with bid submission]**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

E-mail Address: \_\_\_\_\_

**6. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7. Identified Users

The Identified Users authorized to make call-ups against the Standing Offer 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.

## 8. Call-up Procedures

The call-up authority for the department will issue the call-up to the firm holding the standing offer for the item.

## 9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using form *PWGSC-TPSGC 942, Call-up Against a Standing Offer* or an electronic version.  
[<http://www.openstore.com/pdfs/NMSO/942.pdf>]

## 10. Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed **\$20,000.00** (Applicable Taxes included).

## 11. Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of **\$250,000.00** (Goods and Services Tax or Harmonized Sales Tax included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or three (3) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 12. Priority of Documents

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

- (a) the call up against the Standing Offer, including any annexes;
- (b) the articles of the Standing Offer;
- (c) the general conditions 2005 (2012-11-19), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
- (e) Annex "A", Statement of Work;
- (f) Annex "B", Basis of Payment;
- (g) Annex "C", Quarterly Standing Offer Business Volume Report;
- (h) Annex "D", Information for Code of Conduct Certification; and

Solicitation No. - N° de l'invitation

E0224-141123/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq040

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

E0224-141123

XAQ-3-36102

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- (i) the Offeror's offer dated \_\_\_\_\_ (*insert date of offer*), (*if the offer was clarified or amended, insert at the time of issuance of the offer: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_"*) and *insert date(s) of clarification(s) or amendment(s) if applicable*).

### **13. Certifications**

#### **13.1 Compliance**

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

#### **13.2 SACC Manual Clause**

SACC Manual Clause A0285C (2007-05-25), Workers Compensation  
SACC Manual Clause M3800C (2006-08-15), Estimates

### **14. Applicable Laws**

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

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## 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.

### 1. Statement of Work

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

### 2. Standard Clauses and Conditions

#### 2.1 General Conditions

2010C (2013-06-27), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 13 Interest on Overdue Accounts, of 2010C (2013-06-27), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

### 3. Term of Contract

#### 3.1 Period of the Contract

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

### 4. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

### 5. Payment

#### 5.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment at Annex "B", to a limitation of expenditure of **\$250,000.00** (overall total). Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is included, if applicable.

#### 5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed **\$250,000.00**. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is included.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written

approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75 percent committed, or
- b. four (4) 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.

### 5.3 **SACC Manual Clauses**

*SACC Manual Clause A9117C (2007-11-30) T1204 - Direct Request by Customer Department*  
*SACC Manual Clause M3000C (2006-08-15) Price Lists*

### 5.4 **Payment by Credit Card [To be completed by Offeror with bid submission if applicable]**

The following credit card is accepted: \_\_\_\_\_.

**OR**

The following credit cards are accepted: \_\_\_\_\_ and \_\_\_\_\_.

### 6. **Invoicing Instructions**

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

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - d. a copy of the monthly progress report.
2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 7. Insurance Requirements

The Contractor must comply with the insurance requirements specified below. 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.

### 7.1 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.

l. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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

n. 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 "A"**  
**STATEMENT OF WORK**

**TABLE OF CONTENTS**

- 1.0 INTRODUCTION**
- 2.0 BACKGROUND**
- 3.0 QUALIFICATIONS**
- 4.0 DESCRIPTION OF REQUIRED SERVICE**
  - 1. Materials and Equipment**
  - 2. Drop Off Location**
  - 3. Analysis**
- 5.0 MEASUREMENT FOR PAYMENT**
  - 1. Analysis**
  - 2. Standard Analysis**
  - 3. Rush Analysis**
  - 4. Two Day Analysis**
  - 5. Unspecified Analytical Services**
  - 6. Turnaround Time**
- 6.0 CONFLICT OF INTEREST**
  - Appendix I - List of Analytes**
  - Annex B - Pricing Table**



## 1.0 INTRODUCTION

Public Works and Government Services Canada (PWGSC) on behalf of various Federal Government Departments and Agencies requires the services of a Firm for the provision of chemical analysis of organic and inorganic analytes in various environmental media. PWGSC will establish a standing offer agreement for the provision of the specified services on an as and when required basis. The work to be undertaken will include:

- Provision of a "drop off" location in St. John's, Newfoundland to receive, package and courier samples to the laboratory.
- Chemical analysis of various organic and inorganic analytes (e.g PCB, PAH, TPH, BTEX, VOCs, mercury, heavy metals) in various environmental media such as, but not necessarily limited to, soil, sediment, water, building materials and biota.
- Supply of all sample collection equipment including, but not necessarily limited to sample containers, collection media, preservatives and packaging materials.

## 2.0 BACKGROUND

PWGSC establishes, implements and administers projects on behalf of the federal government and it's agencies within the Atlantic Region. Projects include, but are not limited to:

- construction, demolition, restoration and/or renovation of wharves, breakwaters, buildings, roads, utility facilities and other structures;
- assessment, decommissioning and/or remediation of sites which contain hazardous and non-hazardous materials including management, removal, transport, treatment, disposal and/or on-site storage of contaminated (such as hydrocarbons, PCBs, metals, volatile organic compounds, pesticides, asbestos contamination) materials;
- excavation, segregation and management of hazardous materials at former landfill disposal sites;
- dredging of harbours and other water courses;
- monitoring of work progress through underwater diving inspections;
- completing work in environments which require level A, B, C and D personal protective equipment (PPE) as listed and described in Section 8 of the National institute for Occupational Safety and Health (NIOSH) Occupational Safety & Health Guidance Manual for Hazardous Waste Site Activities, October, 1985;
- leasing and managing leased federal properties including operation and maintenance of buildings and properties; and disposing of federal properties.

### 3.0 QUALIFICATIONS

All analyses must be performed following accredited methods as applicable including International Standards Organization (ISO), Canadian Association for Laboratory Accreditation (CALA) and United States Environmental Protection Agency (USEPA).

The Contractor must participate in, at its own expense, relevant Quality Assurance programs and proficiency tests. The Contractor must reveal without reservation to the Project Authority all the results, quality records, reports and correspondences in connection with the studies upon request and at no cost to the Project Authority.

The Contractor must maintain appropriate accreditations. If any accreditation is revoked the Contractor must advise the Project Authority immediately.

### 4.0 DESCRIPTION OF REQUIRED SERVICE

The following services shall be provided under this Standing Offer on an as needed, as requested basis. Clients who are not located in the St. John's area may require items to be sent by Courier to their location. Details will be specified on the call-up document.

#### 1. Materials and Equipment

The Selected Firm shall supply the following at the drop-off location:

1. All sample collection containers. Containers shall be appropriate for the analysis requested.
2. All preservatives and associated material safety data sheets (MSDS).
3. Any minor equipment required to collect the samples i.e. eye droppers, glass tubes etc.
4. Copies of all sampling protocols and analytical procedures.

#### 2. Drop Off Location

The Laboratory shall provide facilities in St. John's, Newfoundland to receive unpackaged samples. The Drop-Off facility shall:

- be able to receive samples during normal business hours;
- maintain all necessary quality assurance/ quality control procedures to ensure the integrity of samples;
- have adequate refrigeration facilities to temporarily store samples pending shipment;
- package samples for shipment to laboratory as required;
- have available for pick-up, reasonable quantities of the materials and equipment specified in Section 4.1 - Materials and Equipment.

### 3. Analysis

The Selected Firm shall:

1. Provide the chemical analysis specified in the Unit Price Table in accordance with applicable Environment Canada, United States Environmental Protection Agency, or National Institute for Occupational Safety and Health, prescribed procedures.
2. Provide original copies of certificates of analysis containing:
  - the analytical result(s);
  - method detection and quantitation limits;
  - units of analysis;
  - all relevant internal quality assurance (QA) and quality control (QC) procedures and results;
  - date sample submitted;
  - date sample analyzed;
  - signature of analyst or professional chemist; and,
  - other information generated as a result of the analytical work.
3. Provide original certificates of analysis and copies of completed chain of custody documentation within six (6) working days after the analytical work has been completed.
4. Providing a facsimile copy of certificate of analysis within 24 hours after the analytical work has been completed.
5. Provide data in electronic format (Microsoft Excel) when so requested.
6. Provide the following information on the certificate of analysis for the Marine Sediment Package analysis results:
  - the "latest" applicable Canadian Council of Ministers of the Environment (CCME) Industrial Guidelines for Soil.

The Contractor must promptly notify the Project Authority if any samples are damaged, spoiled, mixed-up, discarded, mis-analyzed, exceed holding times, lost, or otherwise unable to be analyzed for the intended purpose. If the Contractor is found responsible for causing any of the above, the Contractor must compensate the Project Authority for any direct re-sampling costs which will be determined by the Project Authority.

The Contractor must store sample extracts and unanalyzed remainder of samples for a minimum of 60 days after delivery of the final data report to the Project Authority at no cost to the Project Authority.

## 5.0 MEASUREMENT FOR PAYMENT

### 1. Analysis:

Each unit price quoted in the Analytical Services Section of the Unit Price Schedule is considered to be all inclusive with allowances for all costs associated with supply of sampling materials (bottles, vials, etc.) and sample packaging, handling, transport, analysis, disposal of samples, laboratory reporting of sample results, overhead, profit, and all other expenses whatsoever.

A list of analytes for the requested analyses are provided in Table 1 presented in Annex I. Detection limits shall be established by the analytical procedure and shall be the lowest practically achievable value based on matrix condition. (Detection limits for Polychlorinated Biphenyls must be at least: 0.05 mg/kg for soil and sediment, 0.05 ug/L for water, 1.0 mg/kg for oil).

## 2. Standard Analysis

Unit prices shall be based on analytical results being provided to PWGSC within ten (10) working days of a firm receiving a sample at the drop off location, with the following exceptions.

The unit price for PCB dioxin/furan analysis shall be based on analytical results being provided to PWGSC within fifteen (15) working days of a firm receiving a sample at the drop off location.

The timeframes noted above include the time required for packaging and shipment of the sample/s to the laboratory.

## 3. Rush Analysis

drop  
Rush Analytical Services prices shall be based on analytical results being provided to PWGSC within one (1) working day (24 hours) of the Firm receiving a sample at the off location.

Rush Analytical Services shall be reimbursed at the rate specified in the Unit Price table for analytical results to be provided within ten (10) days of a firm receiving a sample at the drop off location (Section 5.0, Measurement of Payment, Paragraph 1., Analysis) multiplied by the overhead and profit percentage as established in the Rush Analysis Services section of the Unit Price Schedule. The Firm's mark-up shall be all inclusive with allowances for all costs associated with supply of sampling materials (bottles, vials, etc.) and sample packaging, handling, transport, analysis, laboratory reporting of sample results, overhead, profit, and all other expenses whatsoever.

## 4. Two Day Analysis

Two Day Analytical Services prices shall be based on analytical results being provided to PWGSC within two (2) working days (48 hours) of the Firm receiving a sample at the drop off location.

Two Day Analytical Services shall be reimbursed at the rate specified in the Unit Price table for analytical results to be provided within ten (10) days of a firm receiving a sample at the drop off location (Section 5.0, Measurement of Payment, Paragraph 1., Analysis) multiplied by the overhead and profit percentage as established in the Two Day Analysis Services section of the Unit Price Schedule. The Firm's mark-up shall be all inclusive with allowances for all costs associated with supply of sampling materials

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(bottles, vials, etc.) and sample packaging, handling, transport, analysis, laboratory reporting of sample results, overhead, profit, and all other expenses whatsoever.

## **5. Unspecified Analytical Services**

Basis of payment for tests not specified shall be at the rate specified in the Firm's Analysis Price Catalogue at the time of request less \_\_\_\_\_% plus any applicable surcharges (+\_\_\_\_\_% for Rush Analysis, + \_\_\_\_\_% for Two Day Analysis), if required.

The price is considered to be all inclusive with allowances for all costs associated with supply of sampling materials (bottles, vials, etc.) and sample packaging, handling, transport, analysis, disposal of samples, laboratory reporting of sample results, overhead, profit, and all other expenses whatsoever.

## **6. Turnaround Time**

The turnaround times specified are regular working days commencing at the time and day that the sample is received at the drop off location. PWGSC reserves the right to obtain services outside of the standing offer should the selected firm not be able to provide a required turnaround time service.

### Appendix I LIST OF ANALYTES

<b>General Chemistry</b>	<b>Metals</b>	<b>PAH's</b>	<b>EPA 624</b>	<b>EPA 625</b>	<b>Dioxins &amp; Furans</b>
Sodium	Aluminum	1-Methylnaphthalene	Benzene	1,2,4 -Trichlorobenzene	2,3,7,8 -TCDD
Potassium	Antimony	2-Methylnaphthalene	Bromodichloromethane	2,4,6 -Trichlorophenol	1,2,3,7,8 -PeCDD
Calcium	Arsenic	Acenaphthylene	Bromoform	2,4 -Dichlorophenol	1,2,3,4,7,8-HxCDD
Magnesium	Barium	Acenaphthene	Bromomethane	2,4 -Dimethylphenol	1,2,3,6,7,8 -HxCDD
Hardness (as CaCO <sub>3</sub> )	Beryllium	Anthracene	Carbon Tetrachloride	2,4 -Dinitrophenol	1,2,3,7,8,9 - Hx CDD
Alkalinity (as CaCO <sub>3</sub> )	Boron	Benz [a] anthracene	Chlorobenzene	2,4 -Dinitrotoluene	1,2,3,4,6,7,8 - HpCDD
Bicarbonate (as CaCO <sub>3</sub> )	Cadmium	Benzo [b] fluoranthene	Chloroethane	2,6 -Dinitrotoluene	1,2,3,4,6,7,8,9 - OCDD
Sulfate	Chromium	Benzo [k] fluoranthene	Chloroform	2-Chloronaphthalene	1,2,3,7,8 - PeCDF
Carbonate (as CaCO <sub>3</sub> )	Cobalt	Benzo [a] pyrene	Chloromethane	2 - Nitrophenol	2,3,7,8 -TCDF
Chloride	Copper	Benzo [ghi] perylene	1,2 - Dibromoethene	4 - Bromophenyl Phenyl Ether	2,3,4,7,8 - PeCDF
Silica	Iron	Chrysene	Dibromochloromethane	4 - Chlorophenyl Phenyl Ether	1,2,3,4,7,8 - HxCDF
Ortho phosphorus	Lead	Dibenz [a,h] anthracene	1,2 - Dichlorobenzene	4 - Nitrophenol	1,2,3,6,7,8 -HxCDF
Nitrate-Nitrite (N)	Manganese	Fluoranthene	1,3 - Dichlorobenzene	Acenaphthene	1,2,3,7,8,9 -HxCDF
Nitrite	Molybdenum	Indeno [1,2,3 - cd] pyrene	1,4 - Dichlorobenzene	Acenaphthylene	2,3,4,6,7,8 - HxCDF
Nitrate (N)	Nickel	Naphthalene	1,1 - Dichloroethane	Anthracene	1,2,3,4,6,7,8 - HpCDF
Ammonia (N)	Selenium	Perylene	1,2 - Dichloroethane	Benzo(a)anthracene	1,2,3,4,7,8,9 - HpCDF
Total Organic Carbon	Silver	Phenanthrene	1,1 - Dichloroethane	Benzo(a)pyrene	1,2,3,4,6,7,8,9 -OCDF
Total Dissolved Solids	Strontium	Pyrene	cis - 1,2 Dichloroethane	Benzo(b)fluoranthene	
	Thallium	Flourene	trans - 1,2 - Dichloroethane	Benzo(k)fluoranthene	
Color	Tin		Dichloromethane	Benzo(g,h,i) perylene	
Turbidity	Uranium		1,2 - Dichloropropane	Bis (2-chloroethoxy) methane	
Conductivity	Vanadium		cis - 1,3 - Dichloropropane	Bis (2-chloroethyl) ether	
pH	Zinc		trans- 1,3 - Dichloropropane	Bis (2-chloroisopropyl) ether	

Suspended Solids	Cyanide (free)		Ethylbenzene	Bis (2-ethylhexyl) phthalate	
Cation Sum	Mercury		Styrene	Chrysene	
Anion Sum			Tetrachloroethane	Di-n-butyl phthalate	
% Difference			1,1,2,2 - Tetrachloroethane	Di-n-octyl phthalate	
			Toluene	Dibenzo(a,h) anthracene	
			1,1,1 - Trichloroethane	Diethyl phthalate	
			1,1,2 - Trichloroethane	Dimethyl phthalate	
			Trichloroethane	Fluoranthene	
			Trichlorofluoromethane	Fluorene	
			mp - Xylenes	Hexachlorobenzene	
			o - Xylene	Hexachlorabutadiene	
			Vinyl Chloride	Hexachloroethane	
<b>Marine Sediment Package</b>				Indeno (1,2,3-cd) pyrene	
Metals (as indicated)				Isophorone	
PAHs (as indicated)				N-Nitroso-di-N-propylamine	
TPH (TPH/BTEX) (AtI PIRI)				N-Nitrosodimethylamine	
PCBs				Naphthalene	
pH				Pentachlorophenol	
				Phenanthrene	
				Phenol	
				Pyrene	

**ANNEX "B"**  
**BASIS OF PAYMENT**

In order to evaluate on an aggregate basis, it is mandatory for offerors to bid on all items in the unit price table without any deviations. Failure to do so will deem bid non-responsive.

Analyte (Analysis)	Media	Method	B1 Price Per Unit (Standard)	B2 Weight	Evaluated Price = B1 x B2
Total Petroleum Hydrocarbons	Water	Atlantic PIRI	\$	7%	\$
	Soil/Sediment	Atlantic PIRI	\$	7%	
Total Petroleum Hydrocarbons	Soil/Sediment	Canada Wide Standards (CCME 2001e)	\$	3%	\$
TPH Fractionation	Water	Atlantic PIRI	\$	1%	\$
	Soil/Sediment	Atlantic PIRI	\$	1%	\$
Total PCB	Water	EPA 8080/8082	\$	3%	\$
	Soil/Sed/sludge	EPA 8080/8082	\$	3%	\$
	Swab	EPA 8080/8082	\$	1%	\$
	Biota	EPA 8080/8082	\$	1%	\$
	Concrete crush/grind		\$	1%	\$
(Leachate)	Soil / sediment		\$	1%	\$
Dioxins and Furans	Water	EPA 8290	\$	1%	\$
	Soil/Sed/Sludge	EPA 8290	\$	1%	\$
	Biota	EPA 8290	\$	1%	\$
Metals	Water	EPA 200.8/6020	\$	5%	\$



	Soil/Sed/Sludge	EPA 200.8/6020	\$	5%	\$
	Biota	EPA 200.8/6020	\$	1%	\$
(Leachate)	Soil / sediment		\$	3%	\$
Mercury	Water		\$	3%	\$
	Soil/Sed/Sludge		\$	3%	\$
Lead	Paint Samples	EPA 200.8/6020	\$	3%	\$
(leachate)		EPATCLP 1311	\$	3%	\$
Mercury	Paint Samples	EPA 200.8/6020	\$	1%	\$
(leachate)		EPATCLP 1311	\$	1%	\$
PCB	Paint Samples	EPA 200.8/6020	\$	1%	\$
(leachate)		EPATCLP 1311	\$	1%	\$
Asbestos	Building Materials	Friable	\$	1%	\$
		Non-Friable	\$	1%	\$
VOC	Water	EPA 624	\$	1%	\$
	Soil/Sed/Sludge	EPA 8240 or 8260	\$	1%	\$
FOC	Sediment		\$	1%	\$
TOC	Sediment			1%	\$
PAH	Water	EPA 8270	\$	2%	\$
	Soil/Sed/Sludge	EPA 8270	\$	2%	\$

	Biota	EPA 8270	\$	1%	\$
(leachate)	Soil / sediment		\$	1%	\$
Triple Silica Gel Clean Up			\$	1%	\$
Grain Size analysis			\$	1%	\$
Base Neutral Acid Extractables	Water	EPA 625	\$	1%	\$
	Soil/Sed/Sludge	EPA 625	\$	1%	\$
Marine Sediment Package	Sediments	Various	\$	7%	\$
General Chemistry	Water	Various	\$	1%	\$
Glycol	Water	SW 846 Met # 8015	\$	1%	\$
5 Day BOD	Water	Standard Methods for Examination of Water & Waste Water 20th edition dated 1995	\$	1%	\$
Phosphates (total as p205)	Water	Standard Methods for Examination of Water & Waste Water 20th edition dated 1995	\$	1%	\$
Phosphorus (elemental)	Water	4500	\$	1%	\$
Phenols	Water	Standard Methods for Examination of	\$	1%	\$

		Water & Waste Water 20th edition dated 1995			
Chromium (Tri & Hexa valent)	Water	Standard Methods for Examination of Water & Waste Water 20th edition dated 1995	\$	1%	\$
Chlorine Demand	Water	4500	\$	1%	\$
Fats, Oils & Grease	Water	5520	\$	1%	\$
Pesticides (full range)	Water/Liquid Effluent	Routine	\$	1%	\$
Fecal Coliform	Water/Liquid Effluent	Routine	\$	1%	\$
Surcharges					
Rush Analysis		24 hour turnaround	OH&P Factor ____% x \$100	2%	\$
Two Day Analysis		48 hour turnaround	OH&P Factor __% x \$100	2%	\$
		<b>Total Evaluated Price</b>	\$	100%	\$

**Unspecified Analytical Services [Must be completed by Offeror with bid submission]**

Basis of payment for tests not specified shall be at the rate specified in the Firm's Analysis Price Catalogue at the time of request less \_\_\_\_\_% plus any applicable surcharges (+\_\_\_\_\_% for Rush Analysis, + \_\_\_\_\_% for Two Day Analysis), if required.

**The cost per sample is all-inclusive. Shipping and all other applicable costs would be included in your sample price. There will be no charges paid outside the sample pricing.**

**Please Note the following:**

Chlorine demand comes from the Newfoundland Water and Sewer Regulation 2003, Schedule B required analysis. The Provincial Department of Environment has not specified a procedure for this rather only states that it be conducted by a accredited lab. The produce reference number is not known. Here is the definition of chlorine demand; chlorine demand: the quantity of chlorine absorbed by wastewater (or water) in a given length of time.

Solicitation No. - N° de l'invitation

E0224-141123/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

xaq040

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

E0224-141123

File No. - N° du dossier

XAQ-3-36102

CCC No./N° CCC - FMS No/ N° VME

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**Pesticides:** The client requires the full range of pesticide analytical for soil and water including but not limited to all organophosphorus pesticides (ie simazine), all organochlorine pesticides (ie. permethrin), base neutrals (like diphenlamines), chlorobenzenes, food group parameters (like dicofol) and others like bromacil, glyphosate.

Solicitation No. - N° de l'invitation  
E0224-141123/A

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

Buyer ID - Id de l'acheteur  
xaq040

Client Ref. No. - N° de réf. du client  
E0224-141123

File No. - N° du dossier  
XAQ-3-36102

CCC No./N° CCC - FMS No/ N° VME

**ANNEX "C"**

**QUARTERLY REGIONAL MASTER STANDING OFFER BUSINESS VOLUME REPORT**

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases paid for by a Government of Canada Acquisition Card. The data must be submitted on a "quarterly basis" to the Public Works and Government Services Canada Standing Offer Authority.

Quarterly periods are defined as follows:

- 1st quarter: 01 April to 30 June;
- 2nd quarter: 01 July to 30 September;
- 3rd quarter: 01 October to 31 December;
- 4th quarter: 01 January to 31 March.

All data fields of the report must be completed as requested. If some data is not available, the reason must be indicated in the report. If no goods or services are provided during a given period, the Offeror must still provide a "NIL" report.

***Failure to provide fully completed reports in accordance with the above instructions may result in the setting aside of the Standing Offer and the application of a vendor performance corrective measure.***

Supplier's Name	
Standing offer Title / Description	
Standing Offer Number	
Reporting Period (Fiscal Year & Quarter)	
Total \$ Value of Orders for the Reporting Period (incl. HST)	
Total \$ Value of Orders for the Fiscal Year to Date (incl./HST)	

Call up Detail by ordering Department								
Department or Agency	P/N	ITEM DESCRIPTION				QTY	UNIT	Total

The required information for this Standing Offer must be e-mailed to the following addresses:

**ncr.acqbvmo@pwgsc.gc.ca; cc: carolyn.connolly@pwgsc.gc.ca**

**ANNEX "D"**  
**INFORMATION FOR CODE OF CONDUCT CERTIFICATION**

**[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]**

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

\_\_\_\_\_

3. For a Joint Venture - the names of all current members of the Joint venture;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. For an individual - the full name of the person;

\_\_\_\_\_