

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

**Bid Receiving - PWGSC / Réception des soumissions - TPSGC**

**1550 D'Estimauville Avenue**  
**1550, Avenue d'Estimauville**

## Québec

Québec

G1.J 0C7

**FAX pour soumissions: (418) 648-2209**

## 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**

TPSGC/PWGSC

BFC Bagotville, CP 380

CFB Bagotville, PO Box 380

Bâtiment 62, local 112

Building 62, Room 112

Alouette

Québec

G0V1A0

<b>Title - Sujet</b> Environmental Analysis Services		
<b>Solicitation No. - N° de l'invitation</b> W0138-15OC33/A		<b>Date</b> 2015-10-07
<b>Client Reference No. - N° de référence du client</b> W0138-15OC33		<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$BAL-001-16562
<b>File No. - N° de dossier</b> BAP-5-38084 (001)	<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 2015-11-18</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>Delivery Required - Livraison exigée</b> See Herein		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tremblay, Marial		<b>Buyer Id - Id de l'acheteur</b> bal001
<b>Telephone No. - N° de téléphone</b> (418)677-4000 (4159)		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Ministère de la Défense nationale / Department of National Defence 3e Escadre Bagotville Alouette (Québec) G0V 1A0		
<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**

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

Solicitation No. - N° de l'invitation

W0138-15OC33/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

ba1001

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

W0138-15OC33

File No. - N° du dossier

BAP-5-38084

CCC No./N° CCC - FMS No/ N° VME

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This Request For a Standing Offer is divided into two separate documents:

- Document 1 of 2: This page ( Page 2 of - de 2 ) as well as the first page ( Page 1 of - de 2 ).
- Document 2 of 2: The attachment with a pagination beginning with "Document 2 of 2".

# ENVIRONMENTAL ANALYSIS SERVICES

## Department of National Defence (DND), 3 Wing Bagotville

### TABLE OF CONTENTS ( applicable only for the "Document 2 of 2" )

<b>PART 1 -</b>	<b>GENERAL INFORMATION.....</b>	<b>4</b>
1.1	Introduction .....	4
1.2	Summary.....	5
1.3	Debriefings.....	5
<b>PART 2 -</b>	<b>OFFEROR INSTRUCTIONS.....</b>	<b>6</b>
2.1	Standard Instructions, Clauses and Conditions.....	6
2.2	Submission of Offers.....	6
2.3	Former Public Servant .....	7
2.4	Enquiries - Request for Standing Offers .....	9
2.5	Applicable Laws .....	9
<b>PART 3 -</b>	<b>OFFER PREPARATION INSTRUCTIONS.....</b>	<b>10</b>
3.1	Offer Preparation Instructions.....	10
3.1.1	Payment by Credit Card .....	11
<b>PART 4 -</b>	<b>EVALUATION PROCEDURES AND BASIS OF SELECTION.....</b>	<b>12</b>
4.1	Evaluation Procedures.....	12
4.1.1	Technical Evaluation .....	12
4.1.1.1	Mandatory Technical Criteria .....	12
4.1.2	Financial Evaluation .....	13
4.2	Basis of Selection - Mandatory Technical Criteria Only .....	13
<b>PART 5 -</b>	<b>CERTIFICATIONS AND ADDITIONAL INFORMATION.....</b>	<b>14</b>
5.1	Certifications Required with the Offer.....	14
5.1.1	Declaration of Convicted Offences.....	14
5.2	Certifications Precedent to the Issuance of a Standing Offer and Additional Information.....	14
5.2.1	Integrity Provisions – List of Names .....	14

5.2.2	Federal Contractors Program for Employment Equity - Standing Offer Certification.....	15
5.2.3	Education and Experience .....	15
5.2.4	Status and Availability of Resources .....	15

## **PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES ..... 16**

### **A. STANDING OFFER..... 16**

6.1	Offer .....	16
6.2	Standard Clauses and Conditions .....	16
6.2.1	General Conditions.....	16
6.2.2	Standing Offers Reporting.....	16
6.3	Term of Standing Offer .....	17
6.3.1	Period of the Standing Offer .....	17
6.3.2	Extension of Standing Offer .....	17
6.4	Authorities .....	17
6.4.1	Standing Offer Authority .....	17
6.4.2	Project Authorities .....	18
6.4.3	Offeror's Representatives.....	18
6.5	Call-up Instrument.....	19
6.6	Limitation of Call-ups .....	19
6.7	Financial Limitation .....	19
6.8	Priority of Documents.....	19
6.9	Certifications .....	20
6.9.1	Compliance.....	20
6.9.1.1	Status and Availability of Resources.....	20
6.10	Applicable Laws .....	20
6.11	Estimates .....	20

### **B. RESULTING CONTRACT CLAUSES ..... 21**

6.1	Statement of Work .....	21
6.2	Standard Clauses and Conditions .....	21
6.2.1	General Conditions.....	21
6.3	Term of Contract.....	21
6.3.1	Turnaround times .....	21

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W0138-15OC33/A

Bal001

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

W0138-15OC33

BAP-5-38084

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6.3.2	Default - Cancellation of the Offer .....	21
6.4	Payment.....	22
6.4.1	Basis of Payment - Firm Unit Prices - Year # 1.....	22
6.4.2	Adjustment of Firm Unit Prices - Years # 2 and 3 in Option.....	22
6.4.1	SACC Manual Clauses.....	23
6.4.2	Payment by Credit Card .....	23
6.5	Invoicing Instructions .....	23
6.6	SACC Manual Clauses .....	23
<b>ANNEX A - STATEMENT OF WORK .....</b>		<b>24</b>
A.1	Annex A .....	24
<b>ANNEX B - BASIS OF PAYMENT .....</b>		<b>25</b>
B.1	Annex B .....	25
<b>ANNEX C - PRESENTATION OF YOUR OFFER.....</b>		<b>26</b>
C.1	Check List .....	26

## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into six parts 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; and
- Part 6 A, Standing Offer, and B, Resulting Contract Clauses
  - A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
  - B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

## 1.2 Summary

- (i) Statement of Work: To provide, on an as-and-when-required basis, environmental analysis services (water and solid matter microbiology; water physical chemistry; solid matter physical chemistry).
- (ii) Client: Department of National Defence, 3 Wing Bagotville, Alouette, Quebec G0V 1A0.
- (iii) Period of the Standing Offer: From January 1<sup>st</sup>, 2016 to December 31<sup>st</sup>, 2016 (1 year) with two years in option.
- (iv) Estimated Expense: \$75,000.<sup>00</sup> per year, applicable Taxes are extra.
- (v) Only one Standing Offer will be issued.
- (vi) Integrity Provisions: As per the Integrity Provisions under section 01 of Standard Instructions 2006, offerors must provide a list of all owners and/or Directors and other associated information as required.
- (vii) The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement Security Requirements

## 1.3 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.

Solicitation No. - N° de l'invitation

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

W0138-15OC33/A

Bal001

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

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

W0138-15OC33

BAP-5-38084

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## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2015-07-03) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

### 2.2 Submission of Offers

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

Your offer can be transmitted by fax to # 418-648-2209 or by mail to the following address:

Bid Receiving Unit  
Public Works and Government Services Canada (PWGSC)  
1550 D'Estimauville Avenue  
Quebec City, Quebec, Canada, G1J 0C7



## 2.3 Former Public Servant

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

Yes ( ) No ( )

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

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

By providing this information, Bidders agree that the successful Bidder'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 Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

**Yes ( ) No ( )**

If so, the Bidder 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.

## 2.4 Enquiries - Request for Standing Offers

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

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

## 2.5 Applicable Laws

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

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

### 3.1 Offer Preparation Instructions

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

Section I: Technical Offer ( 1 hard copy )

Section II: Financial Offer ( 1 hard copy )

Section III: Certifications ( 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: Technical Offer**

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

#### **Section II: Financial Offer**

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment. The total amount of Applicable Taxes must be shown separately.

**3.1.1 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.

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 III: Certifications**

Offerors must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

The offer must meet the mandatory technical criteria specified below. Offerors must provide the necessary documentation to support compliance with this requirement.

Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria	
1)	<p>The offerors must submit prices on all (100 %) analysis parameters. In other words, you must submit a price everywhere in the column " d" in the table of the parameters of Annex B. If required, subcontractors may be used.</p> <ul style="list-style-type: none"> <li>➤ The offerors must include with the offer Annex B - Basis of Payment duly completed.</li> </ul>
2)	<p>The offerors must be on the official accredited laboratories list of the Quebec Department of the Environment's "Programme d'accréditation de laboratoires d'analyse environnementale (PALA), Laboratoires offrant des services à la clientèle externe".</p> <p><a href="http://www.ceaeq.gouv.qc.ca/accreditation/pala/index_en.htm">http://www.ceaeq.gouv.qc.ca/accreditation/pala/index_en.htm</a></p>
3)	<p>The offerors must describe the means he will implement for the transportation (messengers, on-site technicians or other solutions considered) and conservation of the samples.</p> <ul style="list-style-type: none"> <li>➤ The offerors must identify in their offer, the means of transportation and conservation.</li> </ul>

Mandatory Technical Criteria	
4)	<p>The offerors must demonstrate it can carry out or have carried out all the required analyses by laboratories that have the relevant accreditation as an environmental analysis laboratory as issued by Quebec Department of the Environment. He must also prove that the petroleum hydrocarbon component analyses are carried out by a laboratory accredited by the Standards Council of Canada as well as by the Canadian Association for Environmental and Analytical Laboratories.</p> <ul style="list-style-type: none"> <li>➤ The offer must include the offeror's and the subcontractor's accredited subject areas allowing you to carry out all the environmental analyses detailed in this requirement.</li> </ul>
5)	<p>The offerors must ensure the services of one or more consultants that have done postgraduate studies and have five (5) years experience in relevant fields in order to interpret chemistry, microbiology, biology and toxicology results.</p> <ul style="list-style-type: none"> <li>➤ In order to demonstrate that the proposed personnel possess the qualifications specified above, bidders must provide detailed résumés for each person proposed stating: <ul style="list-style-type: none"> <li>(a) the individual's education;</li> <li>(b) work history; and</li> <li>(c) other relevant details, which clearly indicate that the individual meets the qualifications.</li> </ul> </li> </ul>

#### 4.1.2 Financial Evaluation

The price of each offer will be established using the following criteria:

- (a) Offerors must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded. For evaluation purposes, Offers received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- (b) Offerors must submit their prices DDP destination; Delivered Duty Paid.

#### 4.2 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 will be recommended for issuance of a standing offer.

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

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

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

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

### **5.1 Certifications Required with the Offer**

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

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Offeror must provide with its offer, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

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

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

#### **5.2.1 Integrity Provisions – List of Names**

Offerors who are incorporated, including those submitting offers as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Offeror.

Offerors submitting offers as sole proprietorship, as well as those submitting offers as a joint venture, must provide the name of the owner(s).

Offerors submitting offers as societies, firms or partnerships do not need to provide lists of names.



### **5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification**

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([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 Employment and Social Development Canada-Labour's website.

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

### **5.2.3 Education and Experience**

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

### **5.2.4 Status and Availability of Resources**

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

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

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the resulting Standing Offer.

Notice: Numbering will be revised at the issuance of a Standing Offer.

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 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.

##### 6.2.1 General Conditions

2005 (2015-09-03) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### 6.2.2 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 paid for by a Government of Canada Acquisition Card.

The data must be submitted annually, at the end of August, to Standing Offer Authority.

You must provide the description of the article used (ordered), quantity, unit, the price paid and when (date) was ordered.

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

### 6.3 Term of Standing Offer

#### 6.3.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from January 1<sup>st</sup>, 2016 to December 31<sup>st</sup>, 2016.

#### 6.3.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two periods of one year, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### 6.4 Authorities

#### 6.4.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Marial Tremblay  
Title: Supply specialist  
Telephone: 418-677-4000, ext.: 4159  
E-mail address: Marial.Tremblay@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.

#### 6.4.2 Project Authorities

The Project Authorities for the Standing Offer are:

(to be completed at contract award by PWGSC)

1) Contract Superintendent – Infrastructure Group

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

2) Assitant Environment Officer – Bagotville Environment Bureau

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

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

#### 6.4.3 Offeror's Representatives

a) Offer Manager:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

b) Call-Up Follow up:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

## 6.5 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, etc. <http://publiservice-app.tpsgc.gc.ca/forms/pdf/942.pdf>.

## 6.6 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$10,000 (Applicable Taxes included).

## 6.7 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$75,000 on one year (Applicable Taxes excluded) 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 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.

## 6.8 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 (2015-09-03), General Conditions - Standing Offers - Goods or Services;
- (d) the general conditions 2010C (2015-09-03), General Conditions - Services (Medium Complexity);
- (e) Annex A, Statement of work;
- (f) Annex B, Basis of Payment;
- (g) the Offeror's offer dated \_\_\_\_\_ (to be completed at contract award by PWGSC).

## **6.9 Certifications**

### **6.9.1 Compliance**

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, 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.

#### **6.9.1.1 Status and Availability of Resources**

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer

## **6.10 Applicable Laws**

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

## **6.11 Estimates**

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

## 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.

### 6.1 Statement of Work

The Offeror offers to perform the Work in accordance with the call-up against the Standing Offer.

### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

2010C (2015-09-03), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

[Insert the following clause when payment by credit cards is accepted by the Offeror.](#)

Section 13 Interest on Overdue Accounts, of 2010C (2015-09-03), General Conditions - Goods (Medium Complexity) will not apply to payments made by credit cards.

### 6.3 Term of Contract

#### 6.3.1 Turnaround times

Each analysis report must be given inside of the deadline specified in annex "B" - Base of payment, following receipt of an authorized order.

#### 6.3.2 Default - Cancellation of the Offer

If, on more than three occasions, the offeror fails to execute the work by the deadline specified in the Contract and receives written notice from PWGSC to this effect, after the fourth default, the contractor's Standing Offer will be cancelled.

Nothing in this article is to be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise be entitled to under this Standing Offer.

## 6.4 Payment

### 6.4.1 Basis of Payment - Firm Unit Prices - Year # 1

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Offerer will be paid the firm unit prices for the first year of Standing Offer, as specified in the Annex B for total estimated amount of \$\_\_\_\_\_ for one year [the estimated amount will be inserted at contract award by PWGSC]. Customs duties are included and Applicable Taxes are extra.

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

### 6.4.2 Adjustment of Firm Unit Prices - Years # 2 and 3 in Option

The firm unit firm prices of Annex B are to be firm base prices for the first year of Standing Offer. After that period, the firm base prices will be subject to annual adjustment (increased or decreased) as per the percentage change in the Consumer Price Index (CPI) as published by Statistics Canada for the Quebec region (Table 9-5 - line All-Items - Catalogue # 62-001-X) and calculated for the twelve most recent months period (average rate on 12 months) immediately preceding the end of the first year of Standing Offer.

This adjustment will be made at least 30 calendar days before the due date of each year of Standing Offer and will be confirmed by the PWGSC Contracting Authority, for administrative reasons only, through a revision of the Standing Offer.

Example of the average percentage (%) adjustment of the CPI in August 2015 over a full year: <http://www.statcan.gc.ca/pub/62-001-x/2015008/t054-eng.htm>

April 15	May 15	June 15	July 15	Aug. 15	Sept. 14	Oct. 14	Nov. 14	Dec. 14	Jan. 15	Feb. 15	March 15	Annual Average
1.1	1.2	1.0	1.3	1.1	1.6	2.2	1.6	1.1	0.7	1.1	1.5	1.292



**6.4.1 SACC Manual Clauses**

Number	Date	Title
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
C0711C	2008-05-12	Time Verification
C2000C	2007-11-30	Taxes - Foreign-based Contractor
H1001C	2008-05-12	Multiple Payments

**6.4.2 Payment by Credit Card**

*Insert and complete one of the following clauses if the Payment by Credit Card clause is used under Part 3, Section II - Financial Offer and the Offeror has accepted payment by credit card(s):*

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

**OR**

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

**6.5 Invoicing Instructions**

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

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

**6.6 SACC Manual Clauses**

Number	Date	Title
A9006C	2012-07-16	Defence Contract
A9062C	2011-05-16	Canadian Forces Site Regulations
G1005C	2008-05-12	Insurance

Solicitation No. - N° de l'invitation

W0138-15OC33/A

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

W0138-15OC33

Amd. No. - N° de la modif.

File No. - N° du dossier

BAP-5-38084

Buyer ID - Id de l'acheteur

Bal001

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX A - STATEMENT OF WORK**

### **A.1 Annex A**

Annex A is to be inserted at this point and forms part of this document.

Solicitation No. - N° de l'invitation

W0138-15OC33/A

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

W0138-15OC33

Amd. No. - N° de la modif.

File No. - N° du dossier

BAP-5-38084

Buyer ID - Id de l'acheteur

Bal001

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX B - BASIS OF PAYMENT**

### **B.1 Annex B**

Annex B is to be inserted at this point and forms part of this document.

## ANNEX C - PRESENTATION OF YOUR OFFER

### C.1 Check List

Below is a checklist of the contents of your offer. This list is not an exhaustive list; it remains the Offeror's responsibility to prepare its offer in accordance with the instructions contained in the Request For Standing Offer (RFSO) and provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFSO.

Pagination of <u>Document 1 of 2</u>	
Page 1	Offerors should include with their offer, <b>the first sheet</b> of this RFSO properly completed and signed. Refer to 2006 Standard Instructions mentioned in clause <b>2.1 Standard Instructions, Clauses and Conditions</b> .
Pagination of <u>Document 2 of 2</u>	
Page 6	Offerors must submit their offer only to the address indicated in clause <b>2.2 Submission of Offers</b> .
Pages 7 and 8	Offerors should submit with their offer, clause <b>2.3 Former Public Servant</b> properly completed.
Page 11	Offerors should submit with their offer, clause <b>3.1.1 Payment by Credit Card</b> properly completed.
Pages 12 and 13	Offers of Offerors must meet the mandatory technical criteria described in clause <b>4.1.1.1 Mandatory Technical Criteria</b> .
Page 14	<u>This is applicable only if an offence was committed.</u> Offerors must include with their offer, the Declaration Form duly completed as indicated Clause <b>5.1.1 Declaration of Convicted Offences</b> .
Page 14	Offerors must provide with their offer or promptly thereafter a complete list of names of all individuals who are currently directors of the Offeror. Refer to clause <b>5.2.1 Integrity Provisions – List of Names</b> .
Page 18	Offerors should submit with their offer, clause <b>6.4.3 Offeror's Representatives</b> properly completed.
Annex B	Offerors must include with their offer, <b>Annex "B" - Basis of Payment</b> duly completed.

DEPARTMENT OF NATIONAL DEFENCE



ANNEXE A - STATEMENT OF WORK

ENVIRONMENTAL ANALYSIS SERVICES

CFB BAGOTVILLE  
ALOUETTE, QUEBEC

6 OCTOBER 2015

## **PART 1 – GENERAL**

1.1 The contractor shall contact the person in charge at one of the following addresses, depending on the origin of the request:

.1 Contacts:

.1 Billing

***Contract Superintendent***

Infrastructure Group  
Building 62 – Contracts Section  
3 Wing Bagotville  
P.O. Box 5000 Station Bureau-Chef  
Alouette, Quebec, GOV 1A0

Telephone: **To be specified at contract award.**

Fax:

E-mail:

***Assistant Environment Officer***

Bagotville Environment Bureau (BEB)  
Building 60, Room 216.2  
CFB Bagotville  
P.O. Box 5000 Station Bureau-Chef  
Alouette, Quebec, GOV 1A0

Telephone: **To be specified at contract award.**

Fax:

E-mail:

.2 Shipping of containers, forms and analysis results

***WFE Official***

Infrastructure Group  
Building 62 – Water, Fuel and Environment Section (WFE)  
3 Wing Bagotville  
P.O. Box 5000 Station Bureau-Chef  
Alouette, Quebec, GOV 1A0

Telephone: **To be specified at contract award.**

Pager:

Fax:

E-mail:

***Assistant Environment Officer***

Bagotville Environment Bureau (BEB)  
Building 60, Room 216.2  
CFB Bagotville  
P.O. Box 5000 Station Bureau-Chef  
Alouette, Quebec, GOV 1A0

Telephone: **To be specified at contract award.**

Cell:

Fax:

E-mail:

1.2 Scope of work

- .1 Provide all labour, materials, tools and equipment required to complete the work set out in this statement of work:
  - .1 Sample containers for microbiological and physicochemical analyses:
    - .1 Sample containers shall be equipped with the necessary agents for the required analyses.
    - .2 Sample containers shall bear the sample number as required in item 1.7.
  - .2 The necessary forms for sampling for the entire contract period (label, analysis request, etc.).
  - .3 Analysis request forms provided by the laboratory shall be pre-identified (see section 1.1.2 WFE or Wing Safety Office, complete address) before being submitted to clients. Provide enough forms for subsequent use.

- .2 Conduct microbiological and physicochemical analyses in accordance with the following analytical requirements:
  - .1 Conduct analyses according to guidelines from the CCME, Environment Canada, the Quebec department of environment and the EPA.
  - .2 The analysis method used to determine phenolic compounds must respect the 0.002 mg/L detection limit.
- .3 Always submit a written analysis report bearing the chemist's seal and an electronic analysis report (in a format such as MS Excel) for each group of tests submitted. We require a full report in PDF format or equivalent with the chemist's seal, and this, for all requested analysis. A single report can include several results of several samples for the same project. We need this report each time. A copy of the report by email without hard copy is acceptable, but if you provide a hard copy, you must also provide an electronic copy.
  - .1 The analysis report must clearly indicate, for each parameter requested, the current criteria to be respected according to the Canadian Council of Ministers of the Environment (CCME) and/or Environment Canada and/or the Quebec department of environment. Values exceeding criteria must be clearly indicated (colours, A-B-C-D, etc.).
  - .2 Quality control (QC) shall also be included in the electronic report.
  - .3 Transfer of all the results of analysis certificates to the Excel format must be compatible with HydroGeoAnalyst software (HGA).
- .4 The Department of National Defence shall be responsible for collecting samples.
- .5 The contractor shall make the necessary arrangements for the safe transport (provide appropriate packaging to prevent container breakage) of all sample containers between 3 Wing Bagotville and the contractor's laboratory.



- .6 The contractor shall provide a sufficient number of sample containers of appropriate capacity, size and quality. Container type is to be determined by the contractor according to analysis parameters and sample type (solid/liquid).
- .7 The contractor shall prepare and clean all containers according to suggested analysis methods and to the temperature of the surrounding air in locations to which the containers are being sent, depending on need. The contractor shall provide preparation and handling instructions for the samples in each case.
- .8 The contractor shall provide a sufficient number of refrigerated containers (portable coolers and cooling agents) appropriate to the analysis type. We keep the samples in the fridge until the last minute before you come to get the samples. It is your responsibility (the Contractor who gets the standing offer) to provide all necessary products for the preservation of samples for delivery to your laboratories.
- .9 The contractor shall notify DND in writing of the sample retention period according to the parameters. Please note that the analysis must be conducted before the end of the retention period according to the standards in effect.
- .10 **PRESERVATION**  
Respect the following general conditions:
  1. all samples for chemical analysis must be kept at a temperature of approximately 4° C from when they are collected to when they are received at the laboratory (coolers and cooling agents);
  2. all samples for microbiological analysis must be kept at a temperature below 10° C from when they are collected to when they are received at the laboratory (coolers and cooling agents). When the samples arrive at the laboratory, their temperature is measured using an infrared thermometer. Samples collected less than one hour before they arrive at the laboratory are exempt if they are kept in the required cooling conditions;
  3. in microbiology, samples must not exceed 12° C (10° C plus 2° C). If a sample exceeds this temperature, the

person responsible for the distribution system must be notified so that they are aware of potential problems;

4. in microbiology, organic chemistry and inorganic chemistry (turbidity), samples received frozen, partially thawed or containing traces of needle ice shall be rejected.

The laboratory shall be responsible for notifying us when preservation conditions are not respected. **Samples that are not within the conditions when their temperature is measured by infrared thermometer upon arrival at the laboratory shall not be analyzed.**

### 1.3 Quality of work

- .1 Please note that we reserve the right to submit known, duplicate or “spike” samples without warning for quality control purposes.
- .2 The analysis laboratory must be certified DR-12-LLA-03 and compliant with standard ISO/CEI 17025.

### 1.4 Transport

- .1 Sample transport service must be adapted to specific DND needs, and must be available from Monday to Friday, 8:00 a.m. to 4:00 p.m.:
  - .1 Samples shall be collected on the same day a request is made, or according to DND needs at the time of the request. Requests will usually be made before noon.
  - .2 Two (2) sample collection points are planned (locations to be determined). Collection services for each point shall be determined individually based on needs.

- .2 All changes in the sample transport service must be approved in writing by DND officials before any changes are made.
- .3 Provide all vehicles necessary to transport equipment, personnel and materials required to perform the work at no additional cost to DND.

#### 1.5 Scientific expertise

- .1 The contractor must provide an hourly rate for the services of a consultant to interpret results (minimum five years' experience in the field) in chemistry, microbiology, biology and toxicology when and as required by DND.

#### 1.6 Analytical requirements for petroleum hydrocarbon fractions

- .1 Analysis of soil samples for petroleum hydrocarbons (PHC) must be performed in compliance with the CWS for PHC reference method (CCME, 2001e). Analysis of PHC in soil must also be performed by a laboratory certified by the Standards Council of Canada (SCC) and the Canadian Association for Environmental Analytical Laboratories (CAEAL).
- .2 Generally, the components below must be included in the analysis report from the laboratory (CCME, 2001e):
  - Hydrocarbon analysis expressed in mg/kg dry weight for:
    - F1- BTEX = hydrocarbons C6 to C10 – BTEX.
    - F2 = hydrocarbons C10 to C16 or F2-naphth, if naphthalene has been found and excluded.
    - F3 = hydrocarbons C16 to C34 or F3-PAH, hydrocarbons C16 to C34 – PAH (if analyzed).
    - F4 = hydrocarbons C34 to C50.
    - F4G = heavy hydrocarbons analyzed via gravimetry (if the chromatogram does not reach the baseline at C50). Note: F4G and F4 fractions found through chromatography in the gaseous phase must be flagged, and a note must be added stating that the highest result must be used for the first part of CWS for PHC.
    - F4G-gs, if the F4G extract was cleaned with silica gel.

- Percent of soil moisture.
- Upon request, a professional opinion on the nature of the product (gasoline, diesel, crude oil, etc. based on product retention periods and profiles, as well as the analyst's experience).
- When opinions and interpretations are added to the report, they must be clearly separate from the analysis results. The laboratory must be able to document the rationale for opinions and interpretations set forth.
- A statement that data regarding QC (Quality Control) samples can be obtained upon request.
- Confirmation of respect of all QC criteria for the reference method.
- If required, a statement setting out all changes to the sample analysis method. All relevant details must be provided.
- If required, a statement regarding an analysis of total organic carbon. Results must be expressed in mg/kg of carbon.

#### 1.7 Numbering of samples

- .1 The numbering of samples provided by DND in the analysis request must be respected at all times, and must appear in analysis reports, on containers and on invoices.

## **PART 2 – PRODUCTS**

### **2.1 Tools**

- .1 All tools remain the property of the contractor, and shall not be billed to DND, unless specific written notice to the contrary is given.
- .2 The contractor may choose to lease tools or equipment, but these shall not be billed to DND, unless specific written notice to the contrary is given.

## **PART 3 – PERFORMANCE**

### **3.1 Information**

- .1 Analyze the parameters in the table of parameters in the standing offer according to the standards in effect, recognized by the Quebec department of environment and/or the CCME (Canadian Council of Ministers of the Environment).
- .2 Microbiological and physicochemical analyses shall be performed at the request of the Engineer. If required, submit analysis samples.
  - .1 Swimming water analysis must be performed in compliance with standard c. Q-2, r.18.1.02, *Regulation respecting water quality in swimming pools and other artificial pools*. The laboratory must make sure to use a method appropriate to the detection limit to be reached.
  - .2 Free chlorine, hardness, metals ICP 16 water elements (Aluminum, Antimony, Silver, Arsenic, Barium, Cadmium, Cobalt, Chromium, Copper, Manganese, Molybdenum, Nickel, Lead, Selenium, Calcium, Zinc), Antimony, Cobalt, Molybdenum, beryllium, Boron, Calcium, Magnesium, Thallium, Sulfites, glycols, PFOS (perfluorooctane sulfonate), bromine, lithium, phosphate, thiosulfate, anionic

- surfactants, nonionic surfactants, methyl ethyl ketone (MEK), phthalates, explosives (EPA 8330) ;
- .3 Get a bundled price for the following 22 metals: Aluminum, Antimony, Silver, Barium, Boron, Calcium, Chromium, Copper, Iron, Magnesium, Manganese, Mercury, Molybdenum, Nickel, Total Phosphorus, Lead, Potassium, Selenium, Sodium, Thallium , Vanadium, Zinc.

Because **microbiological analysis** results are required as quickly as possible, a maximum timeframe of **48 hours and/or 72 hours** shall be required for reception of results.

### 3.2 **BACTERIOLOGICAL EMERGENCY**

If the standard for bacteriological analyses is exceeded, the laboratory must immediately notify the WFE section. Results must be sent only to the personnel included in the following procedure:

#### **Working days**

1. The laboratory must fax a copy of the preliminary report to 418-677-4496; and
2. The laboratory must ensure that WFE section personnel received the fax by calling 418-677-4000, extension 7502 or 7138. Follow these steps:
  - Leave a message if there is no answer, and
  - Follow the procedure for evenings, weekends and holidays.

#### **Evenings, weekends, holidays**

1. The laboratory must fax a copy of the preliminary report to 418-677-4496.
2. Contact the technician on duty at 418-693-5962 (pager). Wait for the technician to call and provide the information directly over the phone (person to person).

### 3.3 **Contractor's report**

- .1 Provide analysis reports in written and electronic formats (MS Excel), including the list of parameters, detection limits, objectives, analysis results, QC and descriptive comments. Values exceeding objectives must be clearly indicated (colours, bold, A-B-C-D, etc.).

### 3.4 Deadlines

- .1 *Deadline for submission of preliminary analysis report:*  
The contractor must be able to respect the normal deadlines set out in the table of parameters in the standing offer, column "C" or "D" as the case may be.

- .1 Rigorous quality control must be enforced by the laboratory to ensure that, when analysis reports are submitted, the results do not contain any errors that could lead DND to make decisions not compliant with regulations.

If a sample analysis deadline cannot be respected, notify DND in writing within **24 hours** of receiving the samples; otherwise, the penalty set out in the standing offer shall be applied.

- .2 *Retention period:*  
The retention periods to be respected are set out in the Quebec environment department's sampling guides for environmental analyses, books 3 and 5.

- .3 *Deadline in case of emergency:*  
Analysis deadlines of less than 12 or 24 hours may be requested if required by DND. In the bid, provide the additional charge for each parameter in the event of an emergency.

### 3.5 Results

- .1 In all cases, the contractor must always provide a final analysis report (impartial and objective analytical data) with the chemist's seal.

## **PART 4 – ADMINISTRATION**

### **4.1 Authorization for performance of the work**

- .1 Before undertaking the work, except in cases of emergency determined by the Engineer, the contractor shall receive instructions from the Engineer in writing, by telephone or by fax with regard to the work required.

### **4.2 Schedule**

- .1 The work schedule shall be set out so as to cause minimal disruption in the daily activities of location occupants.
- .2 Unless notice is given to the contrary, regular working hours are from Monday to Friday, 8:00 a.m. to 4:00 p.m.

### **4.3 Billing**

- .1 A separate invoice must be submitted for each test group; the project number shall be provided with the analysis request if required.
- .2 The number of samples provided by DND with the analysis request must be specified in billing.
- .3 The contractor shall be responsible for allocating and distributing invoices and analysis reports to the various requestors (see section 1.1.1.1).



## **Basis of Payment**

Refer to Annexe B