ADVANCED CONTRACT AWARD NOTICE (ACAN)

An ACAN is a public notice indicating to the supplier community that a department or agency intends to award a contract for goods, services or construction to a pre-identified supplier, thereby allowing other suppliers to signal their interest in bidding, by submitting a statement of capabilities.

Suppliers' right to submit a statement of capabilities

Suppliers who consider themselves fully qualified and available to provide the goods, services or construction services described in the ACAN may submit a statement of capabilities in writing to the contact person identified in this notice on or before the closing date of this notice. The statement of capabilities must clearly demonstrate how the supplier meets the advertised requirements.

If no supplier submits a statement of capabilities that meets the requirements set out in the ACAN, on or before the closing date stated in the ACAN, ESDC may then proceed with the award to the pre-identified supplier.

The department of Employment and Social Development Canada (ESDC) has a requirement for the provision of industrial hygiene equipment calibration and laboratory analytical services for the department`s Labour Program.

Mandatory Technical Criteria:

- The Supplier must hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B issued by Canadian and International Industrial Security Division (CIISD), Public Works and Government Services Canada.

- The Supplier must provide proof of accreditation for ISO/IEC 17025 “General requirements for the competence of testing and calibration laboratories.”

- The Supplier must provide proof of accreditation by Health Canada as qualified to conduct analytical work related to Workplace Hazardous Materials Information System Hazardous Products Act (WHMIS HPA) compliance monitoring and enforcement of this category of products.

- The Supplier must provide proof of accreditation according to the Calibration Laboratory Assessment Service (CLAS) program in collaboration with the Institute for National Measurement Standards (INMS) of the National Research Council of Canada to calibrate acoustical and electromagnetism instruments.

Budget:

The estimated value of the contract is $100,000 per year excluding applicable taxes.

1. **Title:**

Industrial Hygiene Equipment Calibration and Laboratory Analytical Services

2. **Background:**

One of ESDC Labour Program's mandate under *Canada Labour Code Part II* is to establish, communicate and enforce occupational health and safety regulations for workplaces under federal jurisdiction to prevent accidents and injury to health of employees. The Program requires the services listed under the Statement of Work (SOW) to facilitate the enforcement of the Canada Occupational Health and Safety Regulations relating to occupational exposure of employees to physical, chemical and biological agents.

The Contract is for regularly scheduled equipment calibration and maintenance work, as well as analytical work, on an as needed basis with an allocated maximum budget of $100,000 per year plus applicable taxes.

3. **Scope:**

This requirement is for an external service provider for continuity of laboratory services to the Labour Program following the closure of the Program's internal laboratory.

The Contractor will work collaboratively with the Labour Program to evaluate the practicality of enforcing exposure levels newly proposed by American Industrial Hygiene association or levels recommended to the Program by stakeholders as part of the regulation review and or development process. This collaborative work requires establishment of validated sampling methodologies based on detection limits that are relevant to a workplace exposure assessment process.

4. **Objectives:**

The Contractor will provide services to assist the implementation of the Program's quality policy and meet the following quality objectives:

a) Provide analytical and calibration results of precision and accuracy as specified in associated reference methods;
b) Meeting the deadlines for the different types of samples to be analyzed and equipment to be calibrated;
c) Developing and maintaining the personnel's competency;
d) Maintaining the management system's accreditation by complying with the requirements of ISO/IEC 17025:2005 *General requirements for the competence of testing and calibration laboratories* for testing and analytical laboratories, the requirements of the American Industrial Hygiene Association for analytical laboratories, and with the requirements of the Calibration Laboratory Assessment Service program for calibration laboratories.

5. **Summary of Tasks:**

The Contractor will provide annual services to maintain each Labour Program field instruments for the intended services. The Contractor will maintain instruments by uploading firmware from the original manufacturer websites, ensure the operating systems are working as per specification, replace expired sensors as required and calibrate each instrument with traceability to manufacturer's specification. The

service, maintenance and calibration will include "Emergency survey kits", not more than 22, belonging to the Labour Program. Each emergency survey kit will contain instruments, as determined by the Labour Program but not more than seven (7), as indicated below; as well as, tubing, batteries, operating manuals (in English or French) a gas flow regulator, gas pressure gauge, download cables, battery recharging cables and a Gastec remote sampling hose.

5.1 All servicing will be performed by a trained technician having an electronics college diploma or an occupational health and safety diploma, or having been trained by the equipment manufacturer or the Canadian Representative as deemed to be suitable by the Project Authority

5.2 The Contractor will make available, on a daily basis, dedicated personnel to provide advice/guidance to Labour Program staff on matters relating to use of sampling and direct reading equipment, equipment calibration protocol, sampling methodology and similar matters, as well as to attend to requests for analysis of "rush" samples associated with refusal to work and investigations of serious accidents. This service must be available in both English and French between 08:30 and 16:30 Eastern time.

5.3 The Contractor will supply all hand tools, calibration gases, workspace and training to conduct the maintenance and calibration of the Labour Program instruments. Only new replacement parts will be installed in an instrument. All replacement parts of the HRSDC Labour Program instruments will be purchased from the original manufacturer, or the Canadian representative of the instrument's manufacturer, at the expense of the Contractor. (One exception, name brand non-rechargeable batteries may be purchased from any local source.)

5.4 The Contractor will calibrate all instruments to the original manufacturer's operating specifications, using equipment/instruments and calibration gases traceable to national standards. The certificate of calibration must identify all instruments used, the inventory and serial number, the date of calibration, the next calibration date, the service person's name and a list of all devices used for the calibration (i.e. gas cylinders, multi-meters, piston phone, and their subsequent calibration status).

5.5 Each calibrated instrument will have a calibration document or label indicating the calibration date, next calibration, and the initials of the service person. If calibration labels are used, it must be placed on the instrument without interfering with its operation or identification.

5.6 A calibration certificate for each instrument will be kept by the Contractor and when requested, will be made readily available to the Project Authority. A second calibration certificate or "photocopy" will be placed in the Emergency Survey Kit case containing the instruments as grouped together.

5.7 Internet access and computer will be required to service the instruments. The provision of this computer and internet access will be at the expense of the Contractor and operated so that no negative impact will occur to any HRSDC-Labour instrument. The MultiRae instruments must have the most recent operating system "Firmware" installed during the scheduled maintenance.

5.8 Transportation costs for the Emergency Survey kits from regional or district offices and the national headquarters of the Labour Program will be at the expense of the Labour Program. Return shipments of equipment sent by the Contractor will be prepaid by the Contractor with next day business day delivery.

The shipping of each Emergency Survey Kit must be insured for $15,000.00 CDN as this is an accurate replacement cost for each kit.

5.9 Emergency Survey Kits must be sealed such that they can not be opened while in transit. A unique seal must be used to ensure the integrity of the calibrated instruments contained in the Emergency Survey Kit.

5.10 Summary of required services:

a) Calibration, repair and maintenance of field instruments available for use by Labour Program staff;
b) Laboratory analysis of air samples and blanks for the various substances sampled;
c) Laboratory analysis of material samples for various substances, and physical tests;
d) Provide guidance over the phone when requested by Labour Program staff, in English and French, on the use of instrumentation and sampling methodology;
e) Make available instruments operating and sampling methodology manuals in English and French;
f) Training of Labour Program staff on the use of instruments and sampling methodology. One training session will be provided in English and a second session will be provided in French, on an as required basis, but not to exceed a total of two training sessions per year;
g) Development and validation of methods for workplace air sampling and analysis for specific substances where required.

6. List Of Instruments:

The instruments in any of the Emergency survey kits for annual calibration are:

6.1 MultiRae Plus model PGM50-5P
or the replacement instrument as determined by the Labour Program.

The MultiRae Plus will require an annual replacement of the Oxygen sensor, replacement of the LEL (Lower Explosive Limit) sensor and cleaning of the 10.6 electron volt Photo-ionization detector sensor assembly. The replacement of sensors will be completed after the battery has been removed. The battery must be recharged to 4.7 volts for the Lithium battery pack as recommended by Rae Systems. If the battery is a Ni-Cd battery, a replacement Lithium battery must be installed according to the manufacturer's instruction (Rae Systems) and their written procedure. Only a Rae Systems lithium battery can be installed in accordance with the intrinsically safe rating.

a) The MultiRae internal pump motor must be set to operate at low speed and the tubing must be checked to ensure it is connected between the sampling inlet and the gas distribution board.
b) The "Intrinsically Safe" features of the MultiRae PGM50-5P must not be compromised in anyway during the calibration and maintenance.
c) The data storage must be emptied and sample collection (data logging) must be set to "automatic" and have a 60 second sampling interval.
d) The time and date must be set to the National Research Council time signal within 10 seconds accuracy.
e) The MultiRae will indicate "HRSDC Labour" on the display while warming-up.
f) The MultiRae will have a particle filter installed on the sample intake. The particle filter must be replaced at the time of each scheduled service/calibration.

g) The service will include the checking for the most recent version of the PGM50-5P "firm-ware" as made available by Rae Systems on their website. The downloading and replacement of the firm-ware will require a computer and internet access.

h) Upon replacement of sensors and ensuring that all aspects of the MultiRae PGM50-5P have been restored to the manufacturer's specification and is working properly, the instrument must be calibrated with known test gases. The instrument shall be returned to the Emergency Survey Kit and be properly stored for shipment to the appropriate Labour Program office.

i) The calibration work for the MultiRae must be reported on a "Certificate of Calibration" which identifies the replacement parts used, the identifier of the calibration gas cylinder and certificate of analysis for the gas cylinder contents traceable to a national standard.

6.2 TSI – Indoor Air Quality Monitor, model 8551
or the replacement instrument as determined by the Labour Program.

The Indoor Air Quality monitor will require a replacement of the carbon monoxide sensor once every three years. The carbon monoxide sensor and the adhesive tape attaching the cable for the temperature/humidity detector must both meet the manufacturer's specification. The sensor wand must be cleaned with a damp cloth to remove dirt, cleaned with gentle compressed air spray.

a) Calibration of the carbon monoxide, carbon dioxide, temperature and humidity sensors must be in accordance with the manufacturer's specification and procedures as described in the operating manual for the TSI-8551.

b) New batteries (quantity four (4) AA alkaline (brand as recommended by the manufacturer – "Duracel' or "Energizer") must be installed in the battery compartment after the calibration has been completed.

c) The data storage must be emptied and sample collection (data logging) will be set to have a 60 second sampling interval. The time and date must be set to the National Research Council time signal within 10 seconds accuracy.

d) The Indoor Air Quality Monitor must be identified on the Calibration Certificate along with the gas cylinders and devices used to recalibrate the four features of the TSI-8551.

e) The Indoor Air Quality Monitor Model 8551 must be properly stored in the Emergency Survey Kit and turned off so that the batteries will remain at 100% capacity, when received at the appropriate Labour Program office.

6.3 Larson Davis Sound Track sound level meter, Model LxT-1
or the replacement instrument as determined by the Labour Program.

The LxT-1 sound level meter assembly includes a type 1 microphone, a pre-amplifier PRMLxT1 and the main body of the Larson Davis LxT-1.

a) Calibration of the sound level meter assembly must be in accordance with the manufacturer's operating procedure and at a minimum of two sound levels and at two frequencies. The detector must be set to slow, "C" weighted, the threshold be set to 74 dB, with a three (3) dB exchange rate and the criterion at 87 dB.

b) The data storage must be emptied and sample collection (data logging) set to have a one (1) second sampling interval.

c) The time and date must be set to the National Research Council time signal within 10 seconds accuracy.

d) The calibration device (pistonphone) must be calibrated and maintained so that it is traceable to National Institute of Standards and Technology (NIST) for noise measurement.

e) Upon completion of the calibration the AA batteries must be replaced with new batteries as recommended by Larson Davis.
f) The intrinsically safe rating for the sound level meter assembly must not be compromised in any fashion during the calibration work.
g) The calibration record within the instrument must be updated to reference the successful calibration and date.
h) The Larson Davis LxT-1 sound level meter must be properly stored in the Emergency Survey Kit and turned off so that the batteries will remain at 100% capacity, when received at the appropriate Labour Program office.

6.4 Larson Davis sound calibrator, Model CAL200
or the replacement instrument as determined by the Labour Program.

The Larson Davis "CAL 200" sound calibrator must be calibrated once per year with the other Emergency Survey kit instruments.

a) A precision sound level meter, type 1 must be used to measure the sound generated by the calibrator and compare it against a reference sound source (piston-phone). If the calibrator does not meet the manufacturer's specification for the signal emitted, then adjustments to the signal will be made in accordance with Larson Davis written procedures.
b) The internal nine volt battery must be replaced during the maintenance scheduled once per year.
c) A calibration report indicating the service date, instruments used, technician and instrument identifiers must be provided.
d) Calibrated instrument must be shipped back to the appropriate Labour Program office.

6.5 Gastec hand pump, Model GV-100
or the replacement instrument as determined by the Labour Program.

The Gastec pump must be calibrated with a bubble flow meter for volume. A one full stroke of the pump must be measured to 100 millilitres with an accuracy of plus or minus (+/ –) one (1) millilitre.

a) Maintenance must include the removal of all broken glass pieces from the tube tip breaker compartment, light lubrication of the piston, and a one minute vacuum check of the pump assembly. An unbroken Gastec tube will be placed into the tube holder, a full stroke of the pump taken, after one minute (60 seconds) the piston shall return to the zero position by itself when released from the lock.
b) Calibrated instrument must be shipped back to the appropriate Labour Program office.

6.6 Light Meter - Hagner Optikon Model EC-1
or the replacement instrument as determined by the Labour Program.

The light sensor must be cleaned with lenses cleaning tissue dampened with water and allowed to dry prior to any calibration.

a) Calibration must be preformed at two voltages with certified light source of known light radiance. The EC-1 light meter will be subjected to 100% of the light arriving from the emission source (without interference) into the light sensor. The light meter will be calibrated at 1800 Lux (at a known/determined DC voltage) and checked for the meter reading at 45 to 50 lux (at a known/determined DC voltage).
b) A calibration seal must be placed over the calibration screw such that it can not be removed.

c) A fresh nine (9) volt battery must be installed after the calibration procedure.
d) Calibrated instrument must be shipped back to the appropriate Labour Program office.

6.7 Radiation Alert Monitor – Model 4 or the replacement instrument as determined by the Labour Program.

The SE International, Radiation Alert Monitor must be checked for operational status annually.

a) Maintenance will include the cleaning of the case with a dampen cloth and a replacement of the nine (9) volt battery.
b) At a known distance the Monitor 4 will be exposed to a weak beta radioactive source such that the calibration technician is not exposed in any way. The signal strength/exposure measurement displayed on the screen must be written in the service record for each instrument. The signal strength/exposure measurement will be compared to a reference instrument. The Audio setting on the front panel must also be verified as working with "audible chirps" whenever the instrument is exposed to an x-ray source or an ionization radiation source.
c) Repairs of the intrinsically safe instruments can only be performed by the original instrument manufacturer or a Canadian representative approved by the manufacturer. The Canadian distributors of these instruments are Dalimar Instruments Inc. Dorion, Québec (405) 424-0033 and Levitt Safety Ltd. Bristol Circle, Oakville, Ontario

7.0 Analytical Testing Of Field Samples:

Laboratory testing of chemical and physical hazards is required in support of the Labour Program compliance assurance services. The laboratory must adhere to National Institute for Occupational Safety and Health (NIOSH) methods of analysis for all chemical hazards. Devices to collect field samples will be loaned to the Labour Program at a cost per day and in good working order. Sampling devices will be typical of NIOSH sampling, low flow air sampling pumps set at 100 ml per minute; high flow sampling pumps set at 1,700 (+/- 10 ml) liters per minute.

The methodology for the collection of air samples, the analysis of field samples submitted and testing of materials must be in accordance with established methods published by agencies including but not limited to:

- National Institute of Occupational Safety and Health (NIOSH)
- Occupational Safety and Health Administration (OSHA)
- Health and Safety Executive (HSE)
- American Society for Testing and Materials (ASTM)
- International Standards Organization (ISO)

The total number of analyses and tests per calendar year is not expected to exceed 100.

7.1 Asbestos identification:

Total fiber counting in accordance with NIOSH method 7400, with the application of the "A" rules; for airborne samples collected on a cellulose nitrate girded membrane filter with an air volume of 10,000 liters (minimum) of air passing into the sampling device.

Bulk asbestos identification will be analyzed in accordance with procedures from the McCrone Institute for man made and mineral fibers. The technical report must identify the type of asbestos present, the percentage of asbestos relative to man-made fibers and other building materials.

7.2 Bio-aerosol Mould Identification:

The Contractor will provide a "RCS centrifugal sampler" upon request with a minimum of ten Rose-bengal agar strips for sample collection, twenty alcohol swab pads (disposable), a shipping case, a clean/sterile cooler for transporting the Rose-bengal agar strips in accordance with "Bio-test" shipping instructions for Rose-bengal agar strips and their handling procedures.

The Contractor will ship the Rose-bengal agar strips in a cooler so they remain sterile during transit and ready for use. The Health and Safety Officer shall be given operational instructions for the RCS centrifugal sampler, cleaning between samples, inserting the Rose-bengal agar strips into the RCS instrument, removing used strips, sealing the strips for return transportation and repackaging all materials. Field samples will be collected for four (4) minutes per sample at 40 liters of air passing through the RCS sampler each minute.

The Contractor will analyze or designate the analytical testing facility for the identification of moulds. The testing must include the counting of colony formation units per Rose-bengal strip and the genus present after five days controlled growth. Similarly, the Contractor may retain the right to subcontract the analysis of moulds. However, testing results must be available within ten working days upon receipt of any sample(s).

7.3 Chemical testing and analysis:

The analysis of particulate matter, solvent vapours, grain dust, flour dust, isocyanates, heavy metals, acidic vapours, ethylene glycol, de-icing fluids, metal cleaners, aromatic hydrocarbons, flammable vapours of petroleum based hydrocarbons, and other toxic gases will be made available through this contract.

8.0 Contract Period:

The Contract Period begins on the date the Contract is awarded and ends March 31, 2017.

Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions asset out in the Basis of Payment. Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

9.0 Deliverables:

9.1 Reports and Timelines

Reports produced by the Contractor shall contain the analytical results of the samples expressed in parts per million, milligrams per cubic meter, fibers per cubic centimeter, percentage or in other units as appropriate, analytical or techniques used, quality control results, detection limits and any other relevant information considered appropriate by the Contractor or the Labour Program. The report shall be in the language (English or French) preferred by the Health and Safety Officer who initiated the work.

Two copies (one transmitted electronically, the other signed copy by paper mail) shall be sent to:

a) the health and safety officer who initiated the work; and
b) the Manager, Technical services Unit, Labour Program.

Reports relating to urgent assignments such as investigation of fatalities or work refusal situations will be expected within forty-eight (48) to seventy-two (72) hours. For other normal situations, a report is expected within five (5) to ten (10) working days.

10.0 Intellectual Property:

Ownership of any Foreground Intellectual Property arising out of the proposed contract will vest in the Contractor.

11.0 Contract Value:

The estimated value of the contract is $100,000 per year excluding applicable taxes.

12.0 Supplier Information;

Institut de Recherche Robert-Sauvé en santé et en sécurité du travail (IRSST)
505, West de Maisonneuve Blvd.
Montréal, Quebec
H3A-3C2

13.0 Closing Date For Submission of Statement of Capabilities:

July 21, 2016 at 14:00 (EDT)

14.0 Inquiries and submission of statements of capabilities

All inquiries and statement of capabilities are to be directed to:

Robert Hayman
Senior Procurement Specialist
Chief Financial Officer Branch
Employment and Social Development Canada
Government of Canada

Email: NC-SOLICITATIONS-GD@HRSDC-RHDCC.GC.CA

Government Contracts Regulations Exception(s)

The following exception to the Government Contracts Regulations is invoked for this procurement under subsection 6(d): Only one person is capable of performing the contract.

Exclusions and/or Limited Tendering Reasons

Articles 506.12(a) and 506.12(b) of AIT are applicable on the basis of limited tendering due to compatibility with existing products, to recognize exclusive rights, such as exclusive licenses, copyright and patent rights, or to maintain specialized products that must be maintained by the manufacturer or its representative, and where there is an absence of competition for technical reasons and the goods or services can be supplied only by a particular supplier and no alternative or substitute exists, respectively.

Articles 1016.2(b) and 1016.2(d) of NAFTA are applicable on the basis of limited tendering due to where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists, and for additional deliveries by the original supplier that are intended either as replacement parts or continuing services for existing supplies, services including software to the extent that the initial procurement of the software was covered by this Chapter, respectively.

Articles XV 1(b) and XV 1(d) of WTO-AGP are applicable on the basis of limited tendering due to when, for works of art or for reasons connected with protection of exclusive rights, such as patents or copyrights, or in the absence of competition for technical reasons, the products or services can be supplied only by a particular supplier and no reasonable alternative or substitute exists, and for additional deliveries by the original supplier which are intended either as parts replacement for existing supplies, or installations, or as the extension of existing supplies, services, or installations where a change of supplier would compel the entity to procure equipment or services not meeting requirements of interchangeability with already existing equipment or services, respectively.

Set-aside under the Procurement Strategy for Aboriginal Business
There is no provision for an Aboriginal Set-Aside for this procurement.

Comprehensive Land Claims Agreement(s)
This procurement is not subject to a Comprehensive Land Claims Agreement.