



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

800 Burrard Street, Room 219

800, rue Burrard, pièce 219

Vancouver, BC V6Z 0B9

Bid Fax: (604) 775-7526

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific  
Region

219 - 800 Burrard Street

800, rue Burrard, pièce 219

Vancouver, BC V6Z 0B9

<b>Title - Sujet</b> Laboratory Analysis Services	
<b>Solicitation No. - N° de l'invitation</b> EZ897-161443/A	<b>Date</b> 2016-07-13
<b>Client Reference No. - N° de référence du client</b> 20161443	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VAN-588-7828	
<b>File No. - N° de dossier</b> VAN-6-39022 (588)	<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 2016-08-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Daylight Saving Time PDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pascal, Kristina	<b>Buyer Id - Id de l'acheteur</b> van588
<b>Telephone No. - N° de téléphone</b> (604) 666-1465 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 219-800 BURRARD ST. VANCOUVER British Columbia V6Z0B9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>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</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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EZ897-161443/A  
Client Ref. No. - N° de réf. du client  
EZ897-161443

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VAN-6-39022

Buyer ID - Id de l'acheteur  
VAN588  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include:

- Annex A, Statement of Work
- Annex B, Basis of Payment
- Annex C, Insurance Requirements
- Annex D, Task Authorization Form
- Annex E, Evaluation Criteria and Basis of Selection
- Annex F, Federal Contractors Program for Employment Equity – Certification
- Form A, Bid Submission Form

### **1.2 Summary**

Public Works and Government Services Canada (PWGSC) - Environmental Services, Pacific Region manages and supports various environmental site assessment, characterization, remediation, monitoring and auditing projects on federal lands in British Columbia and Yukon Territories. These projects involve the assessment of contaminants in soil, soil vapour, surface water, groundwater, marine water, tissue, and sediment. Potable water sampling for PWGSC managed and/ or occupied buildings is also commonly undertaken. PWGSC requires a Contract with Task Authorizations (CTA) to conduct laboratory analysis of these matrices.

Canada intends to issue two CTAs with totally estimated spend of \$10,000,000.00 over 3 years. The lowest priced compliant bidder will receive an estimated 60% or \$6,000,000.00 of the work with the next lowest priced compliant bidder receiving an estimated 40% or \$4,000,000.00 of the work. The period of the CTAs will be three years from Contract award with two – one year options to extend.

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

1.2.1. The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled [\*Federal Contractors Program for Employment Equity - Certification.\*](#)"

### 1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 2.2 Submission of Bids

Bids 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 bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### 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.

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## 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. name of former public servant;
- 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.

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## 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 - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 14 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders 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 the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## 2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

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

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies and 1 soft copy on a USB stick)

Section II: Financial Bid (2 hard copies and 1 soft copy on a USB stick)

Section III: Certifications (2 hard copies)

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

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

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

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders 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 Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.



### **3.1.2 Exchange Rate Fluctuation**

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

### **Section III: Certifications**

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

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1. Mandatory Technical Criteria**

In accordance with Annex E, Evaluation Criteria and Basis of Selection

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

*SACC Manual* Clause A0220T (2014-06-26), Evaluation of Price

In accordance with Annex E, Evaluation Criteria and Basis of Selection

### **4.2 Basis of Selection**

#### **4.2.1 Mandatory Technical Criteria**

*SACC Manual* Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

In accordance with Annex E, Evaluation Criteria and Basis of Selection

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder 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 specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Insurance Requirements

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

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

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

## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

#### 7.1.1 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

As more than one contract is expected to be awarded for this requirement, Canada will use the following approach to select/assign an appropriate contractor.

Unless a best fit exception is approved by the Contracting Authority, a Contractor will be selected based on which Contractor is farthest away from their predetermined maximum % distribution, therefore ensuring that work is evenly distributed as identified to the Contractors in the RFP/resulting contract. In the case where insufficient funds remain in a Contractor's contract to complete a proposed TA, the Contractor next farthest away from their % distribution, and with enough funds remaining, will be selected for the work.

## Percent Distribution

No of Contracts Awarded	Overall Ranking of Proposals (Technical and Financial)	
	1 <sup>st</sup>	2 <sup>nd</sup>
1	100%	-
2	60%	40%

The best fit exception is described as follows:

A Contractor may be considered based on their history in conducting previous phases of a client's project/program. For example, if a Contractor has completed laboratory analytical services at a site, for continuity then this Contractor may be considered for a subsequent phase. The rationale for this best-fit exception would be based on the Contractor's significant previous experience with the site, thereby reducing planning time and costs for subsequent project packages.

### 7.1.1.1 Task Authorization Process

1. The Project Authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex D.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Project Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 7.1.1.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$200,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

### 7.1.1.3 Task Authorization - Order of Distribution

(To be determined) contracts were awarded as a result of Public Works and Government Services Canada bid solicitation number EZ897-161443/A. The Contractor's order of distribution is as follows:

1<sup>st</sup> (Best Overall) = up to (To be determined) %  
2<sup>nd</sup> = up to (To be determined) %

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#### 7.1.1.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 10% of original contract value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### 7.1.1.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a *quarterly basis* to the Contracting Authority.

The quarterly 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; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 15 calendar days after the end of the reporting period.

#### Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

##### For each authorized task:

- i. the authorized task number or task revision number(s);

- 
- ii. a title or a brief description of each authorized task;
  - iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
  - iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
  - v. the start and completion date for each authorized task; and
  - vi. the active status of each authorized task, as applicable.

**For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## **7.2 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract 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)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### **7.2.1 General Conditions**

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## **7.3 Security Requirements**

**7.3.1** There is no security requirement applicable to the Contract.

## **7.4 Term of Contract**

### **7.4.1 Period of the Contract**

The period of the Contract is for three years from Contract award.

### **7.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 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 as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 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.

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## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kristina Pascal  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 219-800 Burrard St  
Vancouver, British Columbia V6Z 0B9

Telephone: 604-666-1465

E-mail address: Kristina.pascal@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 7.5.2 Project Authority

The Project Authority for the Contract is:

*(To be included at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

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

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [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.

## 7.7 Basis of Payment

### 7.7.1 Basis of Payment - Firm Unit Prices - Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit price(s) in accordance with the Basis of Payment, in Annex B, as specified in the authorized TA. 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

### 7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ 10,000,000.00. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 7.7.3 Monthly Payment

**H1008C** (2008-05-12), Monthly Payment

### 7.7.4 Time Verification

**C0711C** (2008-05-12) Time Verification



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### 7.7.5 Direct Request by Customer Department

**A9117C** (2007-11-30) T1204 - Direct Request by Customer Department

### 7.7.6 Travel and Living Expenses – National Joint Council Travel Directive

The Contractor will be reimbursed its authorized travel and living expenses

reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

### 7.8 Invoicing Instructions

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. Items that must be included in the invoice:

- (a) Company name, address, contact, phone number etc.
- (b) PWGSC Requisition Number from the Task Authorization (TA Number)
- (c) Client Department's Financial Coding from the Call-up (Project Number)
- (d) Period in which services were rendered
- (e) Analysis description (must be as it appears in the TA)
- (f) Per analysis rate/applied discount if applicable, or surcharge applied for 1 Day, 2 Day, 3 Day or legal analysis
- (g) Number of each type of analysis conducted
- (h) Back-up documentation for disbursements incurred in the operation of mobile lab (only applies for those costs eligible under this TA)
- (i) # of days of mobile lab operation and daily rate / standby rate, as applicable
- (j) km travelled by mobile lab and kilometeric rate
- (k) \$ Total

The Contractor must not charge for services performed as part of a Quality Assurance program such as CALA proficiency test studies or other performance evaluation programs. The Contractor must not charge for sample compositing, handling, or disposal, or sample storage up to 60 days.

1. 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.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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## 7.9 Certifications and Additional Information

### 7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

### 7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_.

### 7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services ;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*).

### 7.12 Insurance Requirements

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

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

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

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## ANNEX A

### STATEMENT OF WORK

#### ACRONYMS

BC CSR = British Columbia Contaminated Sites Regulation  
BOD = Biochemical Oxygen Demand  
BTEX = Benzene Toluene Ethylbenzene Xylene  
CCME / BC WQG = Canadian Council of Ministers of the Environment / British Columbia Water Quality Guidelines  
CEPA = Canadian Environmental Protection Act  
CSR = Contaminated Sites Regulation (BC or Yukon)  
EDD = Electronic Data Deliverable  
EPH = Extractable petroleum hydrocarbons  
HEPH = Heavy extractable petroleum hydrocarbons  
LEPH = Light extractable petroleum hydrocarbons  
MTBE = Methyl tertiary butyl ether  
PAH = polycyclic aromatic hydrocarbons  
TCLP = Toxicity Characteristic Leaching Procedure  
VOC = Volatile organic compound  
VPH = volatile petroleum hydrocarbons

#### A.1 OBJECTIVE

The Contractor must provide reproducible, precise, accurate, timely and state-of-the-art analysis on environmental quality samples. Analysis of trace levels of organic, inorganic, bacteriological and/or physical parameters must be performed in various media including (but not limited to): tissue, sediment, soil, water (fresh and marine), sediment, and soil vapour, and air.

#### A.2 CONTRACTOR RESPONSIBILITIES

##### A.2.1

The Contractor must perform laboratory analytical services as described in Annex B, Basis of Payment.

##### A.2.2

All analyses must be performed following accredited methods as applicable including International Standards Organization (ISO), Canadian Association for Laboratory Accreditation (CALA), Standards Council of Canada (SCC) and or United States Environmental Protection Agency (USEPA). All results must be provided in both electronic files formatted for database upload (EDD) and electronic format as pdf and excel tables.

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

##### A.2.3

The Contractor must participate in, at its own expense, Quality Assurance programs and proficiency tests, in accordance with industry best practices. The Contractor must provide 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.

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### **A.3 CONTROL OF SAMPLES**

#### **A.3.1**

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.

#### **A.3.2**

The Contractor must not dispose of samples without written agreement from the Project Authority. The Contractor must ensure the disposal of samples is consistent with applicable industry standards and best practices.

### **A.4 SAMPLE ANALYSES REQUIREMENT**

#### **A.4.1 Handling**

##### **A.4.1.1**

The Contractor must establish a continuity / chain of custody form for sample tracking which must be appended to the analytical report as described in A.5.1 Data Reporting.

##### **A.4.1.2**

The Contractor must ensure that the site names and numbers on the sample containers correspond to those on the submission sheet; inspect sample containers to ensure all samples have been received in good condition, and measure and record internal cooler temperature on arrival. These recordings must become part of the analytical report. All discrepancies or problems with sample condition must be reported to the Project Authority immediately.

##### **A.4.1.3**

Comply with standing or proposed holding times established for each specific parameter, including extraction of samples as soon as possible upon receipt at laboratory, analysis of volatile test parameters within 14 days upon receipt, and homogenization of tissue samples within 2 days of arrival, or sooner if required by the analytical method.

#### **A.4.2 Consumables**

##### **A.4.2.1**

The Contractor must supply and replenish, as and when requested, sterilized sample collection bottles, sample preservatives (excluding cold packs) and coolers in sufficient numbers, as outlined in each specific call-up, to allow the sampling as indicated by the analysis requirement.

##### **A.4.2.2**

The Contractor must provide, as and when requested, distilled, de-ionized water, field blanks and travel spikes.

#### **A.4.3 Storage**

##### **A.4.3.1**

The Contractor must store sample extracts and unanalyzed remainder of samples for a minimum of 60 days after delivery of the final data report at no cost. Within those 60 days, the Project Authority has the right to request re-analysis and/ or re-work if the analysis was not conducted in accordance with the requested analysis package. After 60 days the Contractor must contact the Project Authority prior to disposal of any samples or remaining extracts.

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#### **A.4.3.2**

The Contractor must ensure that all water samples are properly preserved by storage in the dark at 4°C and that all soil/ sediment and tissue samples are maintained at freezing temperature (0°C to -20°C or lower) unless inappropriate for the requested analysis package. Any chemical preservatives added to the samples upon receipt at the Contractor's premises must be documented and must be done according to established or published industry methods.

### **A.5 Reporting**

#### **A.5.1 Data Reporting**

The Contractor must report the test results within the turnaround times indicated in A. 6 Turnaround Times (TAT) and Surcharges, in pdf, excel, and electronic files formatted for database upload (EDD). Analytical reports must include internal quality assurance information (eg. spike recovery for batches, duplicate and blanks).

#### **A.5.2 Document and Data Control**

All analytical reports and certificates of analysis must include Quality Assurance / Quality Control (QA/QC) data and must be approved and signed by the Contractor prior to release to the Project Authority.

#### **A.5.3 Control of Quality Records**

The Contract must maintain quality records to demonstrate conformance to specified requirements and the effective operation of the Contractor's quality system. All records must be legible and stored in such a way that they are readily retrievable in facilities that provide a suitable environment to prevent damage or deterioration and to prevent loss. All raw data and pertinent internal quality control data must be made available for evaluation by the Project Authority, and must be archived for a minimum of 3 years. This information may be stored in any format such as hardcopy or electronic data including the raw data, control charts and chromatograms.

### **A.6 Turnaround Times (TAT) and Surcharges**

The Contractor must provide, on an as and when required basis, 1 Day, 2 Day, 3 Day and 5 Day (Routine) TATs and Legal Analysis.

The Contractor may be required to conduct legal analysis under the observation of the Project Authority or designated personnel. The Contractor must make all necessary efforts to accommodate the presence of the observer.

In cases where the actual time for analysis exceeds the stated turnaround times listed below, turnaround times and surcharges must be agreed to prior to issuing the individual call-up. The agreed upon TAT and surcharges must be documented in writing in the work plan and corresponding call-up.

#### **A.6.1**

1 Day Turnaround Time - the Contractor must report the results to the Project Authority by email within 1 working day from receipt of sample. The Project Authority may grant time extensions on a case by case basis; this must be approved in writing, in advance, by the Project Authority.

#### **A.6.2**

2 Day Turnaround Time - the Contractor must report the results to the Project Authority by email within 2 working days from receipt of sample. The Project Authority may grant time extensions on a case by case basis; this must be approved in writing, in advance, by the Project Authority.

#### **A.6.3**

3 Day Turnaround Time - the Contractor must report the results to the Project Authority by email within 3 working days from receipt of sample. The Project Authority may grant time extensions on a case by case basis; this must be approved in writing, in advance, by the Project Authority.

#### **A.6.4**

5 Day (Routine) Turnaround Time - the Contractor must report the results to the Project Authority by email within 5 working days from receipt of sample. The Project Authority may grant time extensions on a case by case basis; this must be approved in writing, in advance, by the Project Authority.

### **A.7 Capacity**

#### **A.7.1 Drinking Water Package Capacity**

The Contractor must have the capacity to simultaneously process and provide sample results for minimum of six (6) Drinking Water Package samples\* (as outlined in Annex B) with a 1 Day Analysis Turnaround Time (as outlined in A.6). Analysis must meet detection limits set out in the Guidelines for Canadian Drinking Water Quality.

\*does not include E. coli and Total Coliforms

#### **A.7.2 BTEX, F1, F2-F4 Capacity**

The bidder must have the capacity to simultaneously process and provide sample results for minimum of six (6) BTEX, F1, F2-F4 samples (as outlined in Annex B) with a 1 Day Analysis Turnaround Time (as outlined in A.6). Analysis must meet the most stringent requirements of the CCME guidelines.

## ANNEX B

### BASIS OF PAYMENT

*Bidders must bid on ALL categories of analysis and all parameters.*

The Contractor must provide all-inclusive firm prices for complete 5 Day (Routine) Analysis packages as outlined below and detailed in Annex A, Statement of Work:

#### B.1 Analytical Packages

##### B.1.1 Drinking Water Analysis Package

Detection limits for each parameter in the package must meet the requirements of the most current Guidelines for Canadian Drinking Water Quality.

Minimum Parameters Required in Package:

Drinking Water Analysis Package		Initial 3 Year Period	Option Year 1	Option Year 2
Category	Parameter			
General Chemistry				
	Alkalinity, Total			
	Chloride			
	Colour			
	Conductivity			
	Fluoride			
	Hardness			
	Nitrate			
	Nitrite			
	pH			
	Solids, Total Dissolved			
	Sulphate			
	Turbidity			
Microbiology				
	Total Coliform and E. coli			
Total Metals				
	Aluminum			
	Antimony			
	Arsenic			
	Barium			
	Boron			
	Cadmium			
	Calcium			
	Chromium			
	Cobalt			
	Copper			
	Iron			
	Lead			
	Magnesium			
	Manganese			

Drinking Water Analysis Package		Initial 3 Year Period	Option Year 1	Option Year 2
Category	Parameter			
	Molybdenum			
	Mercury			
	Nickel			
	Potassium			
	Selenium			
	Silver			
	Sodium			
	Sulfur			
	Uranium			
	Vanadium			
	Zinc			
Firm Unit Price				

### B.1.2 Individual Analyses

For individual analysis, the firm unit price must be for an analytical method providing a detection limit that meets the most stringent of all CCME Guidelines, CSR, Canadian Drinking Water Guidelines or regulations under CEPA (eg. Ocean Dumping Regulations) including interim guidelines as applicable to the parameter. If a more stringent detection limit is required for a project, the methodology and rate must be authorized in writing, in advance, by the Project Authority.

#### B.1.2.1 Bacteriological

Parameter	Initial 3 Year Period		Option Year 1		Option Year 2	
	Water	Soil / Sediment	Water	Soil / Sediment	Water	Soil / Sediment
	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price
Total coliforms						
Fecal coliforms						
E.coli						
Heterotrophic Plate Count (HPC)						
Legionella						



### B.1.2.2 Inorganics and General Chemistry

Parameter	Initial 3 Year Period		Option Year 1		Option Year 2	
	Water	Soil / Sediment*	Water	Soil / Sediment	Water	Soil / Sediment
	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price
Acidity						
Alkalinity						
Ammonia						
Bromide						
Carbon, Total						
Carbon, Total Organic (TOC)						
Carbon, Total Inorganic (TIC)						
Carbon, Dissolved Organic						
Carbon, Dissolved Inorganic						
Chloride						
Conductivity						
Cyanide, SAD						
Cyanide, WAD						
Flouride						
Hardness						
Moisture content						
Nitrogen dissolved (NO3)						
Nitrogen (NO2)						
Nitrogen, Total						
Nitrate and Nitrite						
pH						
Phenols, Total						
Phosphorus, Total						
Phosphorus, Ortho						
Salinity						
Solids, Total						
Solids, Total Suspended (TSS)						
Solids, Total Dissolved (TDS)						
Sulphate						
Sulphide						
Turbidity						

\*assumes leachate test where required

B.1.2.3 Metals

Parameter	Initial 3 Year Period			Option Year 1			Option Year 2		
	Water	Soil / Sediment	Tissue	Water	Soil / Sediment	Tissue	Water	Soil / Sediment	Tissue
	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price
	Total	Dissolved		Total	Dissolved		Total	Dissolved	
Metals Scan									
Aluminum									
Antimony									
Arsenic									
Barium									
Beryllium									
Bismuth									
Boron									
Cadmium									
Calcium									
Chromium									
Chromium III									
Chromium, Total									
Cr6+ (Hexavalent Chromium)									
Cobalt									
Copper									
Iron									
Lead									
Magnesium									
Manganese									
Mercury									
Methyl Mercury (Me Hg)									
Molybdenum									
Nickel									
Phosphorous									

Parameter	Initial 3 Year Period			Option Year 1			Option Year 2		
	Water		Soil / Sediment	Tissue		Water	Soil / Sediment		Tissue
	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price
	Total	Dissolved		Total	Dissolved	Total	Dissolved		
Potassium									
Selenium									
Silicon									
Silver									
Sodium									
Strontium									
Sulphur									
Thallium									
Tin									
Titanium									
Uranium									
Vanadium									
Zinc									
Zirconium									

## B.1.2.4 Organics

Parameter	Initial 3 Year Period			Option Year 1			Option Year 2		
	Water	Soil / Sediment	Tissue	Water	Soil / Sediment	Tissue	Water	Soil / Sediment	Tissue
	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price
Chlorobenzenes									
Chlbrophenols									
Chlbrophenols – Pentachlorophenol (PCP)									
Dioxins / Furans									
Glycol Scan *									
Herbicides, Phenoxy Acid									
Polychlorinated Biphenyls, Aroclor**									
Polychlorinated Biphenyls, Congener***									
Polybrominated Diphenyl Ethers (PBDEs)									
Perflourinated Carbon Compounds (PFC)									
Perfluorooctanoic Acid (PFOA)									
Perfluorooctane Sulfonate (PFOS)									
Bisphenyl A									
Pesticides, Organochlorine									
Pesticides, Organophosphorous									

\*Must include diethylene, ethylene, tetraethylene, triethylene and propylene

\*\*Must include 1242, 1248, 1254, 1260

\*\*\*Rates for individual PCB Congener analysis and non-routine PAH will fall under Basis of Payment B.4

### B.1.2.5 Hydrocarbons

Parameter	Initial 3 Year Period		Option Year 1		Option Year 2	
	Water	Soil / Sediment	Water	Soil / Sediment	Water	Soil / Sediment
	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price	Firm Unit Price
BTEX, CCME						
BTEX/VPH (C6-C10) + Styrene, BC CSR						
EPH (C10-19), BC CSR						
EPH (C19-32), BC CSR						
F1						
F2 – F4						
F4						
LEPH / HEPH (CSR)						
MTDB						
Oil & Grease						
Polycyclic Aromatic Hydrocarbons (PAH)*						
Volatile Organic Compounds (VOC)						
VPH (CSR)						

\*Must include rate for routine PAH regulated through CSR and CCME guidelines

### B.1.2.6 Soil Vapour Samples

Parameter	Initial 3 Year Period	Option Year 1	Option Year 2
	Air	Air	Air
	Firm Unit Price	Firm Unit Price	Firm Unit Price
BC CSR Schedule 11			
BTEX			
BTEX (with fractions)			
Drycleaning Compounds			
Polycyclic Aromatic Hydrocarbons (PAH)			
TVOC BCWLAP			
TVOC CCME			
TVOC BCWLAP + CCME			

### B.1.2.7 Bioassay Tests

	Initial 3 Year Period	Option Year 1	Option Year 2
	Various Media	Various Media	Various Media
Parameter	Firm Unit Price	Firm Unit Price	Firm Unit Price
Biological Test Method: Fertilization Assay Using Echinoids (Sea Urchins and Sand Dollars) EPS 1/RM/27			
Biological Test Method: Reference Method for Determining Acute Lethality of Sediment to Marine or Estuarine Amphipods EPS1/RM/35			
Biological Test Method: Reference Method for Determining the Toxicity of Sediment Using Luminescent Bacteria in a Solid-Phase Test EPS 1/RM/42			
Reference Method for Measuring the Toxicity of Contaminated Sediment to Embryos and Larvae of Echinoids (Sea Urchins or Sand Dollars) 1/RM/58			

### B.1.2.8 Miscellaneous – Building Hazardous Materials

	Initial 3 Year Period	Option Year 1	Option Year 2
	Various Media	Various Media	Various Media
Parameter	Firm Unit Price	Firm Unit Price	Firm Unit Price
Microbiology			
• Non-Culturable Air Sample			
○ Spore traps			
• Culturable Air Samples			
○ Identification and Enumeration of Culturable Fungi (genus level id)			
○ Identification and Enumeration of Culturable Fungi (includes speciation of penicillium, aspergillus, cladosporium and stachybotrys)			
• Surface Samples			
○ Identification of Fungal Structures via Direct Examination (tape lift, bulk, swab, wipe)			
Industrial Hygiene			

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	Initial 3 Year Period	Option Year 1	Option Year 2
	Various Media	Various Media	Various Media
Parameter	Firm Unit Price	Firm Unit Price	Firm Unit Price
• Mercury (Hg) via OSHA 140/ NIOSH 6009			
Environmental Chemistry			
• Organics			
○ PCB's – bulk sample, caulking/ concrete/ paint chips/ oil via EPA SW 846 3540C/8082A			
Metals			
• Lead by Flame AA			
○ Paint chips (SW-846-7000B)			
○ Air (NIOSH 7082)			
○ Wipes (SW-846-7000B)			
• Lead TCLP by Flame AA			
○ Bulk samples (SW846, 1311/7420)			
• Metals – air samples			
○ Individual elements by ICP/ICP-MS via 7300M/7303			
Other - Air			
• Respirable Silica (crystalline) – cristobalite, quartz, tridymite, tripoli			
• Respirable Dust			
• Total Dust			
Asbestos			
• PCM - Air			
○ NIOSH 7400			
• TEM – Air			
○ AHERA (40 CFR Part 763 Appx. A Subpart E)			
• PLM – Bulk Building Materials			
○ EPA/600/R-93/116 (calibrated visual estimate – to <1%)			
○ EPA/600/R-93/116 (reporting limit to <0.25%) (400 point count)			
• PLM – Bulk for Problem Matrices such as NOB's (Gravimetric Reduction Prep)			
○ PLM EPA NOB- EPA/600/R-93/116			

Parameter	Initial 3 Year Period	Option Year 1	Option Year 2
	Various Media	Various Media	Various Media
	Firm Unit Price	Firm Unit Price	Firm Unit Price
(reporting limit as low as <0.25%)			
○ PLM EPA NOB-EPA/600/R-93/116 (reporting limit as low as <0.25%) 400 point count			
• Soil/ Rock/ Vermiculite Methods			
○ TEM Qualitative via Filtration Prep technique			
○ Asbestos in Vermiculite (presence/ absence)			

### B.1.3 Other Analyses

Basis of Payment for tests not specified above shall be at the rate specified in the Contractor's Analysis Price Catalogue at time of the call-up issuance less \_\_\_\_\_ %

If the Project Authority requires more stringent detection limits than those described above, the Basis of Payment will be:

- If the laboratory has a standard book rate for lower detection limits, the discount scheme provided above will apply;
- If the Contractor does not have a standard book rate for lower detection limits, the price per analysis will be approved by the Project Authority.

If the Contractor adds new analyses to their capabilities at any point after contract award, and one of these analyses is requested by the Project Authority, the Contractor must provide appropriate evidence of the Book Price (eg. an updated Analysis Price Catalogue including the new test) and apply the discount provided above. Note: the new Book Price will only applies to those tests added to the contractor's capabilities subsequent to the establishment of the Standing Offer.

### B.2 Sample Storage Beyond 60 Days

Storage Type	Initial 3 Year Period	Option Year 1	Option Year 2
	All Matrices	All Matrices	All Matrices
	Firm Unit Price (per month)	Firm Unit Price (per month)	Firm Unit Price (per month)
Room Temperature:			
4°C			
Frozen			



### B.3 Mobile Laboratory

#### Mobile Laboratory Rates

All estimates must be approved in advance by the Project Authority.

- a) Current National Joint Council Travel Directive rates apply for disbursements incurred by laboratory staff outside the Lower Mainland and Vancouver Island (meals, per diems)
- b) All other travel costs (flights, ferry etc) are at cost;
- c) Other costs of operating mobile laboratory (personnel, lab equipment, etc.) must be built into proposed prices;
- d) Daily rate (based on an 8 hour period) must include cost for analyses of:  
BTEX (soil minimum 15 samples / day); and  
VPH (soil minimum 15 samples /day); and  
EPH (soil minimum 15 samples / day).

#### B.3.1 Mileage Rate:

	Initial 3 Year Period	Option Year 1	Option Year 2
Mileage Rate	Firm Unit Price	Percentage Increase	Percentage Increase
	\$_____/km	____%	____%

**B.3.2** Daily rate (8-hour day): \$\_\_\_\_ / day

**B.3.3** Standby rate (per day): \$\_\_\_\_ / day

**B.3.4** Overtime rate (per hour beyond 8 hour day): \$\_\_\_\_ / hour

Additional analysis conducted outside of BTEX, VPH, and EPH may be required by the Project Authority. This will be a negotiated addition to the daily rate.

### B.4 Turnaround Time and Surcharges

The firm unit prices above are for 5 Day (Routine) TAT. Surcharges for other turnaround times are to be indicated below:

	Initial 3 Year Period	Option Year 1	Option Year 2
Turnaround Time	Surcharge	Surcharge	Surcharge
5 Day (Routine) Analysis	0 %	0 %	0 %
1 Day Analysis	____%	____%	____%
2 Day Analysis	____%	____%	____%
3 Day Analysis	____%	____%	____%
Legal Analysis	____%	____%	____%

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## ANNEX C

### INSURANCE REQUIREMENT

#### C.1 G2001C (2008-05-12) – 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. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- r. 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.

## C.2 Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional 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 \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. 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.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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## **ANNEX D**

### **TASK AUTHORIZATION FORM**

*(To be provided at contract award)*

## ANNEX E

### Evaluation Criteria and Basis of Selection

#### E1. Mandatory Criteria

The Bidders 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.

In their technical bid, bidders must provide appropriate evidence demonstrating that they meet the following mandatory criteria:

##### E.1.1. Licenses/Certifications:

The Bidder'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 Annex A and B.

Compliance with this Mandatory Evaluation Criterion:	<u>                    Yes                    </u>	<u>                    No                    </u>
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##### E.1.1.1 CALA / SCC Certification and Scope of Accreditation:

Bidders must hold environmental analysis accreditation by the Canadian Association for Laboratory Accreditation (CALA) for Environmental Analysis or Standards Council of Canada (SCC) Accredited Testing Laboratory (ISO / IEC 17025).

For Laboratories located in the United States, should the bidder only have US EPA Certification and not the CALA/SCC Certification or the Standards Council of Canada Accredited Testing Laboratory (ISO / IEC 17025), this will be acceptable provided that the laboratory meets the detection limits to meet the regulations cited in Annex B.

Compliance with this Mandatory Evaluation Criterion:	<u>                    Yes                    </u>	<u>                    No                    </u>
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#### E.1. 2. Laboratory Standards:

The Bidder must meet or exceed Federal and Provincial, (or other environmental regulatory bodies) methods and means for analytical methods of testing.

Compliance with this Mandatory Evaluation Criterion:	<u>                    Yes                    </u>	<u>                    No                    </u>
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### E.1. 3. Sample holding times:

The Bidder's laboratory(ies) must be located such that samples can be:

- A) shipped to the lab using standard shipping methods from sites within BC and the Yukon, and  
B) analyzed within the standard holding time

Compliance with this Mandatory Evaluation Criterion:	<u>                    Yes                    </u>	<u>                    No                    </u>
Location of the Bidder's Laboratory(ies):		

### E.1. 4. Results Turnaround Time:

Upon receipt of samples, the Bidder must be able to perform the services and provide a results report within 15 calendar days or as prescribed in the standard methods for Standard Holding Times. For analyses subject to Standard Holding Times, all results/data must be received within one (1) week from completion of the analyses.

Compliance with this Mandatory Evaluation Criterion:	<u>                    Yes                    </u>	<u>                    No                    </u>
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### E.1. 5. Sample Disposal, Handling, Storage and Sampling Containers:

The Bidder must be able to supply and replenish sterilized sample collection bottles, sample preservatives (excluding cold packs) and coolers in sufficient numbers to allow the sampling as indicated by the analysis requirement described in Annex A and B.

Compliance with this Mandatory Evaluation Criterion:	<u>                    Yes                    </u>	<u>                    No                    </u>
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### E.1. 6. Mobile Laboratory:

The Bidder must be able to provide a mobile laboratory for the analysis of soil for BTEX, VPH and EPH.

Compliance with this Mandatory Evaluation Criterion:	<u>                    Yes                    </u>	<u>                    No                    </u>
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### E.1. 7. Drinking Water package capacity:

The Bidder must have the capacity to simultaneously process and provide sample results for minimum of six (6) Drinking Water Package samples (as outlined in Annex B) with a 1 Day Analysis Turnaround Time (as outlined in Annex A). Analysis must meet detection limits set out in the Guidelines for Canadian Drinking Water Quality.

\*does not include E. coli and Total Coliforms

Compliance with this Mandatory Evaluation Criterion:	<u>                    Yes                    </u>	<u>                    No                    </u>
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**E.1. 8. BTEX, F1, F2-F4 capacity:**

The bidder must have the capacity to simultaneously process and provide sample results for minimum of six (6) BTEX, F1, F2-F4 samples (as outlined in Annex B) with a 1 Day Analysis Turnaround Time (as outlined in Annex A). Analysis must meet the most stringent requirements of the CCME guidelines.

Compliance with this Mandatory Evaluation Criterion:	<u>                    </u> Yes	<u>                    </u> No
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**Attestation from Bidder's Laboratory Head or Director (or equivalent):**

The Bidder'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: \_\_\_\_\_

**E1.7 Mandatory Evaluation**

Meets Mandatory Criteria	<u>                    </u> Yes	<u>                    </u> No
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## E.2 Financial Evaluation

Bidders must submit their price/rate proposal as outlined in Annex B. Failure to do so will result in the bid being considered non-responsive and not considered for Contract award.

Bidders must bid on ALL categories of analysis and all parameters.

Bids must be submitted in Canadian currency.

For rate evaluation purposes only, these percentages are fixed and will apply only in the evaluation.

Section	Package Rate or Individual Analysis Category	E.3.1 Rate (average rate over 5 year period)	E.3.2 Weight	E.3.3 Evaluated Price = E.3.1 x E.3.2
<b>B.1.1</b>	Drinking Water Analysis	\$____ / package	8%	\$_____
<b>B.1.2.1</b>	Bacteriological	\$____ (total of all listed parameters)	8%	\$_____
<b>B.1.2.2</b>	Inorganics and General Chemistry	\$____ (total of all listed parameters)	10%	\$_____
<b>B.1.2.3</b>	Metals	\$____ (total of all listed parameters)	10%	\$_____
<b>B.1.2.4</b>	Organics	\$____ (total of all listed parameters)	10%	\$_____
<b>B.1.2.5</b>	Hydrocarbons	\$____ (total of all listed parameters)	10%	\$_____
<b>B.1.2.6</b>	Soil Vapor	\$____ (total of all listed parameters)	8%	\$_____
<b>B.1.2.7</b>	Bioassay Tests	\$____ (total of all listed parameters)	6%	\$_____
<b>B.1.2.8</b>	Miscellaneous	\$____ (total of all listed parameters)	8%	\$_____
<b>B.1.3</b>	Other Analysis	- (____% Book Price Discount X \$100))	10%	\$_____
<b>B.2</b>	Sample Storage Beyond 60 Days	\$____ (total of all storage rates)	1%	
<b>B.3.1</b>	Mobile Laboratory Mileage Rate	\$____ / km X 1000 km	0.5%	\$_____
<b>B.3.2</b>	Mobile Laboratory Daily Rate	\$____ / day	1%	\$_____
<b>B.3.3</b>	Mobile Laboratory Standby Rate	\$____ / day	1%	\$_____
<b>B.3.4</b>	Overtime Rate	\$____ / hour	0.5	
<b>Surcharges</b>				



Section	Package Rate or Individual Analysis Category	E.3.1 Rate (average rate over 5 year period)	E.3.2 Weight	E.3.3 Evaluated Price = E.3.1 x E.3.2
<b>B.4</b>	1 Day TaT Surcharge	Average ____% X \$100	2%	\$_____
	2 Day TaT Surcharge	Average ____% X \$100	2%	\$_____
	3 Day TaT Surcharge	Average ____% X \$100	2%	\$_____
	Legal Surcharge	Average ____% X \$100	2%	\$_____
<b>Total Evaluated Rate (TER)</b>		100%		\$_____

### E.3 Total Financial Score

The TER from all technically responsive bids will be ranked from lowest to highest.

### E.4 Basis of Selection

**E.4.1** To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) meet all mandatory criteria.

Bids not meeting (a) and (b) will be declared non-responsive.

**E.4.2** The award will be based on the lowest responsive TER.

**E.4.3** Canada intends to award **up to two (2) Contracts**.

(a) If there are two compliant bids, the first ranked bidder will be recommended for award of an estimated \$6,000,000.00 Contract, the second ranked bidder will be recommended for award of an estimated \$4,000,000.00 Contract.

(b) If there is only one compliant bid, the bidder will be recommended for award of an estimated \$10,000,000 Contract.

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## ANNEX F to PART 5 - BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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## FORM A

### Bid Submission Form

BID SUBMISSION FORM		
<b>Bidder's full legal name</b>		
<b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>	Name	
	Title	
	Address	
	Telephone #	
	Fax #	
	Email	
<b>Bidder's Procurement Business Number (PBN)</b> [see the Standard Instructions 2003]		
<b>Jurisdiction of Contract:</b> Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)		
Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently <b>directors of the Bidder</b> . Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.		
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"><li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li><li>2. This bid is valid for the period requested in the bid solicitation;</li><li>3. All the information provided in the bid is complete, true and accurate; and</li><li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li></ol>		
<b>Signature of Authorized Representative of Bidder</b>		Date

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**NOTE TO BIDDERS:** Please use the mailing label below and affix it securely to the outside of the envelope or package containing your bid submitted by mail or courier. Always ensure your company name, return address, open bidding solicitation number and closing date appear legibly on the outside of your bid submission.

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**Bid Receiving  
Public Works & Government Services Canada  
219 - 800 BARRARD STREET  
VANCOUVER BC V6Z 0B9**

**Solicitation No. : EZ897-161443/A**

**Solicitation Closes at: 2:00 PM PT  
On August 23, 2016**

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