



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government**  
**Services Canada/Réception des soumissions**  
**Travaux publics et Services gouvernementaux**  
**Canada**  
**Pacific Region**  
**401 - 1230 Government Street**  
**Victoria, B.C.**  
**V8W 3X4**  
**Bid Fax: (250) 363-3344**

## 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  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> Laboratory Analytical Services	
<b>Solicitation No. - N° de l'invitation</b> W6837-155124/A	<b>Date</b> 2017-01-24
<b>Client Reference No. - N° de référence du client</b> W6837-155124	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-249-7178	
<b>File No. - N° de dossier</b> VIC-5-38096 (249)	<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 2017-02-10</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cress, Christine	<b>Buyer Id - Id de l'acheteur</b> vic249
<b>Telephone No. - N° de téléphone</b> (250) 363-8442 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> as per individual call-up	

**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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Solicitation No. - N° de l'invitation

W6837-155124/A

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

W6837-155124

Amd. No. - N° de la modif.

File No. - N° du dossier

VIC-5-38096

Buyer ID - Id de l'acheteur

vic249

CCC No./N° CCC - FMS No./N° VME

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**ANNEX "A" – STATEMENT OF WORK** ..... ERROR! BOOKMARK NOT DEFINED.

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

**ANNEX "C" TO PART 3 OF THE REQUEST FOR STANDING OFFERS** ERROR! BOOKMARK NOT DEFINED.

ELECTRONIC PAYMENT INSTRUMENTS .....**ERROR! BOOKMARK NOT DEFINED.**

**ANNEX "D" - INSURANCE REQUIREMENTS**..... ERROR! BOOKMARK NOT DEFINED.

**ANNEXE "E" – STANDING OFFER REPORTING FORM**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The Request for Standing Offers (RFSO) is divided into six parts plus attachments and annexes, as follows:

- |        |   |
|--------|---|
| Part 1 | General Information: provides a general description of the requirement;   |
| Part 2 | Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;   |
| Part 3 | Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;   |
| Part 4 | Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection; |
| Part 5 | Certifications and Additional Information: includes the certifications and additional information to be provided; and   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:   |
- 6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

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

### **1.2 Summary**

The Department of National Defence has a requirement for the provision of, as and when requested, Laboratory Analytical Services for use by Canadian Forces Base Esquimalt and Fleet Maintenance Facility Cape Breton in accordance with the solicitation document.

The intended use is for water quality testing for the Base and the Ships. The water is tested daily, weekly and monthly at various locations. In addition, it will also be used for environmental monitoring and testing related to daily operational support of various DND units. The Analytical services include but are not limited to:

- A) Soil/Sediment samples
- B) Water Samples
- C) Waste Oil and Fuel
- D) Hazardous Materials
- E) Miscellaneous (unspecified) Tests

This request for standing offers does not require the Offeror to provide onsite monitoring or sample collection services. DND personnel will collect and submit all samples directly to the Contractor's laboratory.

The period of the Standing Offer is from date of issuance to March 31, 2020, with options to extend for 2 additional one-year periods.

### 1.3 Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (2016-04-04) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

#### 2.1.1 SACC Manual Clauses

M0019T (2007-05-25), Firm Price and/or Rates

### 2.2 Submission of Offers

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

### 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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

## Definitions

For the purposes of this clause,

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

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

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

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

## Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? YES (\_\_\_) NO (\_\_\_)

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

## Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? YES (\_\_\_) NO (\_\_\_)

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If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 Enquiries - Request for Standing Offers**

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

## **2.5 Applicable Laws**

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

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

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

### **3.1 Offer Preparation Instructions**

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

Section I: Technical Offer (2 hard copies)

Section II: Financial Offer (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

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

#### **Section I: Technical Offer**

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

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

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

##### **3.1.1 Electronic Payment of Invoices - Offer**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

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

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

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



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria – AT SOLICITATION CLOSING:

**FAILURE TO ADDRESS ANY OF THE FOLLOWING MANDATORY REQUIREMENTS AT SOLICITATION CLOSING WILL RENDER YOUR SUBMISSION NON-RESPONSIVE AND GIVEN NO FURTHER CONSIDERATION.**

Item	Mandatory Criteria	Comply (Y/N)	Ref pg # in bid
1	Licenses/Certifications: The Offeror's intended Laboratory for use for all of the Analytical Testing (CAEAL tests are indicated in Annex "A1") must currently hold certification by the Standards Council of Canada - Canadian Association of Environmental Analytical Laboratories (SCC-CAEAL), and provide a copy of it on request.		
2	The Offeror's intended laboratory shall be a fully equipped facility, capable of a broad range of analytical requirements including organic, inorganic, and microbiological testing.		
3	The Offeror's intended laboratory and associated testing methodologies shall be accredited according to the Standards Council of Canada, the Canadian Association of Laboratory Accreditation Inc. (ISO/IEC 17025), and British Columbia Ministry of Environment.		
4	Detection Limits: The detection limits shown in Annex "B" must be met or exceeded by all laboratories (and/or subcontractors) in order to be considered for a standing offer.		

**4.1.1.2 Point Rated Technical Criteria – PRIOR TO CONTRACT AWARD:**

<b>TECHNICAL AND MANAGEMENT POINT RATED EVALUATION CRITERIA</b>	<b>MAX POINTS</b>	<b>POINTS ASSIGNED</b>
Any proposed affiliated labs/subcontractors that are intended to be used for this Standing Offer should be identified under the technical and management point rated criteria.		

<b>A. Laboratory Organization and Experience</b>		
The extent of the areas of laboratory expertise/accreditation; specialized facilities or equipment (including mobile laboratory availability and capabilities); years of experience; additional services provided by the company	25	
Organizational chart	6	
A detailed description of relevant experience (i.e. # of samples and sample media analyzed)	6	
Adequacy of sample analyses turnaround times	6	
Names of clients and reference contact numbers (2 references)	10	

<b>B. Proposed Personnel</b>		
Key Personnel's academic background, years of experience, professional affiliation(s), technical accreditation(s), instrument proficiency/training, relevant training.	50	
Identify Key Personnel proposed and include their name, title, duties, with a supporting resume detailing their academic background, years of experience, professional affiliation(s), technical accreditation(s), instrument proficiency/training and other relevant training.		
Key personnel should include at the very least the manager, supervisors, team leaders and two (2) analysts.		

<b>C. Proposed Analytical Methodology/Quality Assurance</b>		
<p>The proposed method for analyses of inorganic, organic and microbiological parameters presented in the current versions of the CCME:</p> <p>a) Canadian Soil Quality Guidelines for the Protection of Environmental and Human Health</p> <p>b) Canadian Sediment Quality Guidelines for the Protection of Aquatic Life (Fresh Water and Marine)</p> <p>c) Canadian Water Quality Guidelines for the Protection of Aquatic Life (Fresh Water and Marine), and</p> <p>d) Canadian Water Quality Guidelines for Community Water and Recreational Water</p> <p>Include the Method Detection Limit (MDL) for analysis of each parameter. MDLs for soil analyses must be reported as mg/kg dry weight and MDL's for water analyses must be reported as mg/L.</p> <p>The proposed method for analyses of inorganic, organic parameters presented in the most current versions of the British Columbia:</p> <p>e) Contaminated Sites Regulations;</p> <p>f) Approved Water Quality Guidelines 1998 Criteria for Aquatic Life (Fresh Water and Marine) and Sediments;</p> <p>g) Hazardous Waste Regulation, July 8, 2004 pertaining to Disposal of Oil, Storm and Sanitary Discharges from Special Waste Facilities and the US EPA method # 1311 for Toxic Characteristic Leaching Procedure (TCPL). Special Waste Extraction Procedures for Leachability of Metals and Organics.</p> <p>h) Approved and Working Criteria for Water Quality</p> <p>Include the Method Detection Limit (MDL) for analysis of each parameter. MDLs for soil analyses must be reported as mg/kg dry weight and MDL's for water analyses must be reported as mg/L.</p> <p>Each specific analysis (by type of test "parameter), medium, and method detection limit) will be evaluated individually.</p>	45	
Copies of all Accreditation certificates	10	
A complete copy of your current Quality Assurance Manual	5	
A sample of your hard copy report format	3	
A sample of your electronic copy report format	3	
Adequacy of your container washing procedure and laboratory procedures for the preparation of soil/sediment and water duplicate samples	3	
<b>D. Shipping Logistics/Storage and Security</b>		
Capabilities of your laboratory to receive samples by the next working day as well as the capability to receive samples on Saturdays. The geographic location where analyses will be performed.	10	
Detailed Chain of custody procedures	6	
Adequacy of the procedures in dealing with lost/delayed/missing samples	4	
Adequacy of sample logging procedures	4	
Adequacy of sample storage and preservation procedures	4	
<b>OVERALL TECHNICAL/MANAGEMENT PROPOSAL TOTAL</b>	<b>200</b>	

#### **4.1.2 Financial Evaluation**

- 4.1.2.1. An evaluation total will be established by multiplying your quoted prices by the estimated usages specified in Annex "B" to establish an aggregate total.
- 4.1.2.2. Bidders should support their quoted prices by supplying a copy of their current, complete Analysis Price Catalogue highlighting the tests identified in Annex "B".
- 4.1.2.3. Specified items that are not individually priced in Annex "B" will be given the following values for evaluation purposes only, where applicable: The greater of \$1.00 or the highest price proposed for that item by any responsive offer.
- 4.1.2.4. SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

#### **4.2 Basis of Selection**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation; and
  - (b) meet all mandatory criteria; and
  - (c) obtain the required minimum of 140 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 0 up to 200 points.
2. Bids not meeting (choose "(a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % (insert the percentage for technical merit) for the technical merit and 40 % (insert the percentage for price) for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 % (insert the percentage for technical merit).
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 % (insert the percentage for price).
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Offer

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

#### 5.1.1 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>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

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

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

### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror 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 - Standing Offer Certification**

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

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

### **5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer**

#### **5.2.3.1 Education and Experience**

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

#### **5.2.3.2 Rate Certification – Commercial Services (Canadian-based Bidder)**

The Bidder certifies that the rate proposed:

- a. is not in excess of the lowest rate charged anyone else, including the Bidder's most favoured customer, for the like quality and quantity of the service;
- b. does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of services of like quality and quantity, and
- c. does not include any provision for discounts to selling agents.

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

### **A. STANDING OFFER**

#### **6.1 Offer**

6.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "X".

#### **6.2 Security Requirements**

6.2.1 There is no security requirement applicable to the Standing Offer.

#### **6.3 Standard Clauses and Conditions**

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

##### **6.3.1 General Conditions**

2005 (2016-04-04) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

##### **6.3.2 Standing Offers Reporting**

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

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

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

The quarterly reporting periods are defined as follows:

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

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

#### **6.4 Term of Standing Offer**

##### **6.4.1 Period of the Standing Offer**

The period for making call-ups and providing services against the Standing Offer is from date of issuance of Standing Offer to 31 March 2020 inclusive.

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### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 2 additional one-year periods, from 01 April 2020 to 31 March 2021 and from 01 April 2021 to 31 March 2022 under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.

## 6.5 Authorities

### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Christine Cress  
Public Works and Government Services Canada  
Pacific Region, Acquisitions  
401 – 1230 Government Street  
Victoria, BC V8W 3X4  
Telephone: 250-363-8442  
Cellular: 250-514-9294  
Facsimile: 250-363-0395  
E-mail address: Christine.Cress@pwgsc.gc.ca

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

### 6.5.2 Project Authority

The Project Authority for the Standing Offer is: (to be determined)

Contract Coordinator  
Real Properties Operations  
CFB Esquimalt

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



**6.5.3 Offeror's Representative** (*Fill in or delete, as applicable.*)

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

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

Organization: \_\_\_\_\_

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

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

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

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

**6.6 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.

**6.7 Identified Users**

The Identified Users authorized to make call-ups against the Standing Offer and submit samples are:

- a) A representative of Real Property Operations Section (ESQ) or Risk Management CFB Esquimalt Including:

(to be determined at contract award)

- b) A representative of (Fleet Maintenance Facility Cape Breton - Safety and Environment) Including:

(to be determined at contract award)

**6.8 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer only.

**6.9 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$40,000.00 (Applicable Taxes included).

**6.10 Financial Limitation – Total**

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$\_\_\_\_\_ (*Applicable Taxes excluded*) (to be determined at contract award) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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## 6.11 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 call up against the Standing Offer, including any annexes;
- b. the articles of the Standing Offer;
- c. the general conditions 2005 (2016-04-04), General Conditions - Standing Offers - Goods or Services
- d. the general conditions 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity);
- e. Annex A, Statement of Work;
- f. Annex B, Basis of Payment;
- g. Annex D, Insurance Requirements;
- h. Annex E, Standing Offer Reporting Form;
- i. the Offeror's offer dated \_\_\_\_\_.

## 6.12 Certifications and Additional Information

### 6.12.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

## 6.13 Applicable Laws

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

## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

### 6.1 Statement of Work

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

### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

If applicable, when payment by credit cards is accepted by the Offeror, the following clause will be inserted:

Section 15 - Interest on Overdue Accounts, of general conditions 2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

## **6.3 Term of Contract**

### **6.3.1 Delivery**

1) All analyses shall be completed within:

- a. Ten (10) working day period (or a longer period if acceptable to the Call-up Authority) from receipt of samples by the laboratory, except for Drinking Water samples which require a maximum 7 calendar day delivery. If there is any analytical result of >1/100 mL for Total coliforms and/or E.coli, the RP Ops Sect (ESQ) Water, Fuel and Environment Lead Hand and Supervisor must be notified immediately via phone and email.
- b. "Standard Holding Times" for analyses as prescribed in the specific standard methods.
- c. Late samples shall result in a 5% discount for every 5 work days they are late.

2) Delivery of Results/Data:

- a) All results/data must be received by the person requesting the analyses within 10 working days from receipt of samples by the laboratory via electronic format.
  - b) For analyses subject to Standard Holding Times, all results/data must be received within one week from completion of the analyses via electronic format.
- 3) Failure to meet the above turnaround times shall result in a 5% discount being levied unless the sample generator has agreed to an extension. These extensions must be requested by the laboratory and replied to by the sample generator in a written format, either by email or by fax.

## **6.4 Proactive Disclosure of Contracts with Former Public Servants**

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

## **6.5 Payment**

### **6.5.1 Basis of Payment – Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price(s), as specified in Annex "B". Customs duties are included and Applicable Taxes are extra.

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

### **6.5.2 Limitation of Price**

SACC Manual clause C6000C (2011-05-16) Limitation of Price

### **6.5.3 Method of payment.**

SACC Manual clause H1000C (2008-05-12), Single Payment

#### **6.5.4 SACC Manual Clauses**

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

#### **6.5.5 Electronic Payment of Invoices – Call-up**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

#### **6.6 Invoicing Instructions**

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

Each invoice must be supported by:

- a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

- 2) Invoices must be distributed as follows:

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

#### **6.7 Insurance – Specific Requirements**

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. 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.

**ANNEX "A" – STATEMENT OF WORK****A. REQUIREMENT**

For the provision "as and when requested" of Laboratory Analytical Services that includes sampling and analysis of sanitary sewer discharges, fresh & drinking water, soil/sediment, waste oil & fuel, and hazardous materials for use by the Department of National Defence at CFB Esquimalt and Fleet Maintenance Facility Cape Breton.

This Request for Standing Offers does not require the Contractor to provide on-site monitoring or sample collection services. DND personnel will collect and submit all samples directly to the Contractor's courier.

**B. BACKGROUND**

The Real Property Operations Section Esquimalt (RP Ops Sect (ESQ) & Fleet Maintenance Facility CAPE BRETON (FMF CB) provide a variety of environmental services to the Department of National Defence (DND) at Canadian Forces Base (CFB) Esquimalt in Victoria, British Columbia. These services include sanitary discharges, management of drinking water facilities, and disposal of contaminated soil, wastewater, waste oil and hazardous materials. While each service may have specific parameters of concern, RP Ops Sect (ESQ) will typically request analyses of analyte groups (e.g., total metals or PAH compounds), with analytical results to be provided for specific parameters (e.g., lead or benzo[a]pyrene) within each group.

**C. REFERENCES / SOURCE DOCUMENTS**

RP Ops Sect (ESQ) & FMFCB is a federal government department and falls under the direction and enforcement of federal legislation. It is Government policy to abide by provincial and municipal legislation where it is applicable and has precedence. Where it is possible the DND will follow the most stringent applicable standards. The main guiding documents for federal agencies follow below:

CCME Canadian Environmental Quality Guidelines for soil, sediment, drinking water and aquatic life (marine and fresh water). CCME Interim Canadian Quality Criteria for Contaminated Sites 2010.

[www.ccme.ca/en/resources/canadian\\_environmental\\_quality\\_guidelines](http://www.ccme.ca/en/resources/canadian_environmental_quality_guidelines)

Guidelines for Effluent Quality and Waste Water Treatment at Federal Establishments.

[www.ec.gc.ca/lcpe-cepa/default.asp?lang=En&n=E9DBBC31-](http://www.ec.gc.ca/lcpe-cepa/default.asp?lang=En&n=E9DBBC31-)

Federal Facilities Effluent Standards 1976.

[www.csc-scc.gc.ca/politiques-et-lois/318-6-gl-eng.shtml](http://www.csc-scc.gc.ca/politiques-et-lois/318-6-gl-eng.shtml)

Waste Water System Effluent Regulations – Federal

<https://www.ec.gc.ca/eu-ww/>

British Columbia Approved Water Quality Guidelines 1998 Criteria for sediment and aquatic life (marine and fresh water).

[www.env.gov.bc.ca/wat/wq/BCguidelines/working\\_wq\\_guidelines.pdf](http://www.env.gov.bc.ca/wat/wq/BCguidelines/working_wq_guidelines.pdf)

British Columbia Contaminated Sites Regulations.  
[www.bclaws.ca/Recon/document/ID/freeside/375\\_96\\_00](http://www.bclaws.ca/Recon/document/ID/freeside/375_96_00)

Hazardous Waste Regulation, July 8, 2004 pertaining to Disposal of Oil, Storm and Sanitary Discharges from Special Waste Facilities  
[www.bclaws.ca/civix/document/id/lc/bcgaz2/v47n14\\_321-2004](http://www.bclaws.ca/civix/document/id/lc/bcgaz2/v47n14_321-2004)

US EPA method #1311 for Toxic Characteristic Leaching Procedure (TCPL).

<https://www.epa.gov/.../sw-846-test-method-1311-toxicity-characteristic-leaching-pro>  
 Capital Regional District By-law 2922: A Bylaw to Regulate the Discharge of Waste Into Sewers Connected to a Sewage Facility Operated by the Capital Regional District  
[https://www.crd.bc.ca/.../bylaws/liquidwasteseptagesewersourcecontrolandstormwater/...](https://www.crd.bc.ca/.../bylaws/liquidwasteseptagesewersourcecontrolandstormwater/)

Capital Regional District Storm water Quality Program  
<https://www.crd.bc.ca/about/what-we-do/sewers-wastewater.../monitoring-stormwater>

American Conference of Governmental Industrial Hygienists 2015 TLVs & BEIs  
<https://www.acgih.org/forms/store/ProductFormPublic/search?action=1&Product...>

Guidelines for Canadian Drinking Water Quality, October 2014  
[www.hc-sc.gc.ca](http://www.hc-sc.gc.ca) › ... › Reports & Publications › Water Quality

Health Canada Guidance for Drinking Water in Federal Jurisdictions.  
[www.hc-sc.gc.ca](http://www.hc-sc.gc.ca) › Home › Environmental & Workplace Health › Water Quality

Public Health Act BC – Pool Regulation 296/2010

[www.bclaws.ca/civix/document/id/loo92/loo92/296\\_2010](http://www.bclaws.ca/civix/document/id/loo92/loo92/296_2010)

ASTM Standard Specification for Industrial Burner Fuels from Used Lubricating Oils  
[www.astm.org/FULL\\_TEXT/D6448/HTML/D6448.htm](http://www.astm.org/FULL_TEXT/D6448/HTML/D6448.htm)

Transportation of Dangerous Goods Act 1992 - Transportation of Dangerous Goods Regulations  
[www.tc.gc.ca](http://www.tc.gc.ca) › Home › Acts and Regulations › List of Acts

The assessment objectives projects require analytical method detection limits which meet the most stringent of these criteria.

#### D. DATA REPORTING

Data reports shall include:

The date of sample receipt,  
 Date of analysis,  
 Sample ID,  
 Sample Analysis Request number,  
 Waybill and shipping documents.  
 DND work order number,  
 Units of measurement,  
 The applicable standard values as listed in Annex A2

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Analytical method description,  
A description and rationale any special handling or analytical procedures, and  
An explanation for any difficulties experienced in analyte recovery or analytical QA/QC.  
Chain of Custody documentation where it is required and applicable

Procedural/Method Blanks must not be subtracted from the instrumental results and must be reported along with sample data.

Calculated results must not be corrected based on control sample recoveries.

The use of the acronym N/D for non-detectable is not acceptable; the analytical report must show the non-detectable result in relation to the method detection limit; e.g., where the method detection limit for a parameter is 0.002 mg/Kg, the non-detectable result shall be shown as <0.002 mg/Kg.

Units used for reporting analytical results shall be:

- a. mg/Kg for soils and sediment
- b. mg/L for inorganic, routine and nutrient analytes in water samples
- c. ug/L for organic analytes in water samples with the exception of ng/L for Tributyl Tin

NOTE: For bid submission all units listed must be as cited above, once a Standing Offer Agreement has been issued if requested an agreement may be reached.

#### E. DATA FORMAT

The data shall be reported to RP Ops Sect (ESQ) & FMFCB by electronic (email) copy as an Adobe PDF. File naming convention shall follow the laboratory predefined process with the addition of the Analytical Suite and location as identified on the Sample Analysis Request (chain of custody as applicable), separated by underscores. For example;  
UniqueLab#\_drinkingwater\_DY215.pdf

Any test results showing the applicable MAC's/exceedance parameters from legislated levels provided in references listed in REFERENCES/SOURCE Document Section, and/or in a list provided by the User, are to be highlighted and or identified in the results section.

For both effluent and potable water results, the reports must be formatted so that the applicable MAC's/exceedance parameters are listed down the right hand side of the report for both effluent and potable water results.

#### F. CERTIFICATIONS

The laboratories are obligated to maintain certification by appropriate bodies in order to be compliant with analysis methodologies. This includes but is not limited to SCC, CAEAL and/or NVLAP certification.

## G. COMMUNICATIONS

The laboratories are obligated to provide free consultation on matters pertaining to samples, methods, results, or anything else covered in the Standard Offer Agreement, for work that is being planned, has been submitted or has been completed and follow-up discussions are required.

All communications between DND and the laboratory can be done over the phone, but should also be followed by an email to confirm what was discussed over the phone.

## H. REMAINING SAMPLE

The Laboratory must store the remaining sample until the data report is completed and accepted by the person requesting the analyses. Upon acceptance of the data report, the Laboratory may, at its option,

- a. retain the remaining sample for a standard retention period (to be identified in the proposal)
- b. Contact the person requesting the analyses to determine whether they want the remaining sample returned or disposed of by the Laboratory.
- c. All costs and responsibilities associated with the disposal of remaining sample rests with the Laboratory.

The person requesting the analyses may ask for return of special sample containers. Those sample containers shall be washed in soap and water and returned to the person requesting the analyses.

## I. DATA REVIEW PERIOD

The Call-up Authority requesting the analyses will review data within 1 week of receipt and either accepts the data or request re-analysis.

## J. SCIENTIFIC REVIEW / DOCUMENT STORAGE

The Technical Authority can request and review documents related to any analysis (including instrumental printouts, calculations, log records, etc.) at any time between the start of the analysis up to 6 months after the agreement expires.

## K. RE-ANALYSIS

The Call-up Authority requesting the analyses has the right to request re-analysis and/or rework if the analyses were not performed in accordance with the agreement.

## L. CHANGES TO THE WORK

Any changes to the Work identified in a call up must be made in writing/email by the Call-up Authority.



#### M. QUALITY CONTROL (Laboratory)

DND may exercise the option of visiting the lab and/or its affiliates at any time during the lifetime of the SOA with not fewer than 3 business days' notice.

DND reserves the right to request instrument calibration data for any instrument used to analyze DND samples. DND may request and review documents related to any analysis (including instrumental printouts, calculations, log records, etc.) at any time between the start of the analysis up to 6 months after the agreement expires.

#### N. QUALITY CONTROL (Samples)

Samples shall be analyzed in batches of no more than 8 to 10 for organic substances and no more than 15 to 18 samples for inorganic elements.

Where SRM/CRM is available it shall be analyzed at a rate of one per batch of samples. Where SRM/CRM is not available, House Standard Materials must be used.

Procedural or method blank shall be prepared at a rate of one per batch. Blanks with excessively higher values than the method detection limit may subject the batch to reanalysis.

Duplicate analysis shall be performed at a minimum frequency of one per batch, or 10% of the time. The total number of quality control samples must not be less than the square root of the total number of samples in the batch.

Quality control samples may encompass blank, duplicate, spike and SRM/CRM.

Maintenance of Control Charts must include as a minimum the following:

- a. Standard Reference Materials
- b. House Standard Materials
- c. Method blanks
- d. Range charts for duplicate/replicate analysis.
- e.

#### O. SHIPPING AND RECEIVING SAMPLES

Samples will be submitted with sample analyses request (or chain of custody forms as applicable) supplied by the Laboratory. The sample analyses request (or chain of custody forms as applicable) shall provide space for the following information as a minimum:

Name, phone and fax numbers of the Laboratory  
Field sample ID, sample matrix, date and time of sampling, and field preservation method  
Sampler's name, organization, and phone and fax numbers  
Client project number  
Sequential page numbering  
Analyses requested  
Notes/comments  
Where it is required and applicable, the Sample transfer record (chain of custody information), including name and affiliations of sample relinquisher and sample acceptor

and the date(s) and time(s) of transfer(s) and a unique chain of custody tracking number on all copies.

The Laboratory shall bear the cost of returning remaining samples to the originator (Crown) including coolers, packing chips and cold packs immediately after the samples and coolers have been received (i.e. next day).

In the event of emergency situations, the vendor shall be tasked to provide sampling jars and the appropriate preservatives, "as and when requested" by the Call-up Authority, within 24 hours so that the sample can be issued to the Contractor's laboratory within the appropriate timeframe.

The laboratory shall supply return stickers for the coolers. Stickers should include:

The complete address of the receiving laboratory, and

The complete address of the sample generator for each sample generator.

The laboratory shall supply partially completed courier waybills which shall have the following information pre-printed on them:

the address of the Call-up Authority in the From box

the address of the laboratory in the To box

the account number for the laboratory

the phone numbers of both the lab and the Call-up Authority

a marking that signifies that the shipment will be sent collect

a marking to signify if the samples will go ground or air (this shall be determined by the geographic location of the lab to DND) .

## P. PROVISION OF SUPPLIES

The Laboratory shall provide sample preservatives and Laboratory cleaned sample jars, vials, and bottles with appropriate labels and protective packing materials by courier or best alternate means to FMF CB. Delivery of sampling supplies shall be received by FMF CB personnel within a maximum of two (2) working days of request by call-up authority, unless delivery in that time frame is not possible due to transportation or another factors as approved by the call-up authority. The laboratory shall ensure that all shipped containers comply with applicable regulations including Transportation of Dangerous Goods Regulations. The laboratory shall replace sample containers lost in route or broken prior to sampling no later than the close of business upon date of acknowledgement.

Costs for the following shall be borne by the laboratory:

- a. provision and delivery of sample preservatives and laboratory cleaned sample jars, vials, and bottles with appropriate labels and protective packing materials from laboratory to FMF CB;
- b. replacement sample containers lost in route or broken; and
- c. the return shipping of the samples, ice packs and shipping containers from FMF CB to the laboratory as required to ensure that samples are received and analyzed within the applicable holding times;

Replenishment of supplies is dependent on user preferences and schedules should be set up with individual users of the services.

The addition of preservatives in sample jars is not accepted except for microbiological samples and samples that require zero head-space (ie; BTEX/VPH) unless specifically requested by a user group. Preservatives should be packaged separately in proper aliquots for the various analyses and transported following Transportation of Dangerous Goods regulations. Material Safety Data Sheets must be provided prior to initiation of the agreement.

#### Q. LABORATORY ACCREDITATION

The laboratory shall be a fully equipped facility, capable of a broad range of analytical requirements including organic, inorganic, and microbiological testing.

The laboratory and associated testing methodologies shall be accredited according to the Standards Council of Canada, the Canadian Association of Laboratory Accreditation Inc. (ISO/IEC 17025), and British Columbia Ministry of Environment.

All samples are to be analyzed in accordance with the British Columbia Environmental Laboratory Manual, 2009 and include a Quality Control report for each sample analysis performed. The Quality Control report shall contain the method used and include:

accuracy as Mean percent Recovery  
Precision; and  
date the quality assurance test was performed.

#### R. START UP OF STANDING OFFER (SO)

Initiation of the SO shall involve the following:

Laboratory shall provide 3 copies of their service catalogues.

The Lab shall provide all coolers, ice packs sample containers, preservatives, etc. as outlined in the SOA. The quality shall be determined upon consultation with the call-up authorities.

The lab shall provide a list of all codes for analyses and any updates as they may occur.

The lab shall provide a list defining which analyses require which bottles (i.e. glass vs plastic, sample size) and what preservatives are required and their holding times

The lab shall provide 120 copies of the sample analyses request (or chain of custody as applicable) for weekly drinking water, 50 copies for annual drinking water, 50 copies sanitary, 120 copies recreation water, 50 copies for waste oil and fuel and 30 copies Matsqui Effluent and 50 blank copies, containing:

company name & address,  
SOA No.  
Client Call-up No.  
Sender contact information  
Quote no.  
Period for which services rendered  
Task description/analysis performed per sample.

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The lab shall provide labels indicating that the contents of the cooler are "test samples" and therefore are TDG exempt under the TDGR 1.19.1.

The lab shall provide 100 copies of completed courier waybills to DND consignee both RP Ops Sect ESQ & FMFCB.

**ANNEX "A1" – MANDATORY TECHNICAL CRITERIA**

<b>Item</b>	<b>Mandatory Technical Criteria</b>
1	Licenses/Certifications: The Offeror's intended Laboratory for use for all of the Analytical Testing (CAEAL tests are indicated in Annex "A1") must currently hold certification by the Standards Council of Canada - Canadian Association of Environmental Analytical Laboratories (SCC-CAEAL), and provide a copy of it on request.
2	The Offeror's intended laboratory shall be a fully equipped facility, capable of a broad range of analytical requirements including organic, inorganic, and microbiological testing.
3	The Offeror's intended laboratory and associated testing methodologies shall be accredited according to the Standards Council of Canada, the Canadian Association of Laboratory Accreditation Inc. (ISO/IEC 17025), and British Columbia Ministry of Environment.
4	Detection Limits: The detection limits shown in Annex "B" must be met or exceeded by all laboratories (and/or subcontractors) in order to be considered for a standing offer.

**ANNEX "A2" - LIST OF ANALYSIS SUITES**

The following is the list of the analysis suites and the standards limits that are applicable to DND. In order to be considered for the SOA, the labs (and/or affiliates) must meet or exceed those applicable standards for laboratory analysis with minimum detection limits within the ranges specified in the references detailed in the REFERENCES / SOURCE DOCUMENTS section in ANNEX "A".

SOILS/SEDIMENT Analytes			
Total Metals*		Organics BTEX	
Antimony		Benzene <sup>#</sup>	
Arsenic		Toluene <sup>#</sup>	
Barium		Ethyl benzene <sup>#</sup>	
Beryllium		Xylene (o, m, p) <sup>#</sup>	
Boron		Styrene	
Cadmium		Dichlorobenzene	
Total Chromium		Chlorobenzene	
Hexavalent Chromium (Cr+6)			
Cobalt		Extractable Petroleum Hydrocarbons (EPH)*	
Copper		LEPH	
Iron		HEPH	
Lead			
Manganese		Polynuclear Aromatic Hydrocarbons (PAH)*	
Mercury		Acenaphthene	
Molybdenum		Acenaphthylene	
Nickel		Acridine	
Selenium 3 csr		Anthracene	
Silver		Benzo(a)anthracene	
Thallium		Benzo(a)pyrene	
Tin 50 csr		Benzo(b)fluoranthene	
Uranium		Benzo(k)fluoranthene	
Vanadium		Chrysene	
Zinc 200 ccme		Dibenz(a,h)anthracene	
		Fluoranthene	
TCLP Metals*		Fluorene	
Arsenic		Indeno(1, 2, 3-cd)pyrene	
Barium		Naphthalene	
Boron		2-Methylnaphthalene	
Cadmium		Phenanthrene	
Chromium		Pyrene	
Copper		Quinoline	
Lead			
Mercury			
Selenium			
Silver			

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Uranium			
Zinc			
% moisture			

#### MISCELLANEOUS SOIL & SEDIMENT

Volatile Petroleum Hydrocarbons (VPH)			
Vhw 6-10			
VPHw 6-10			
Volatile Organic Compounds (VOC)			
Carbon Tetrachloride			
Chlorobenzene			
Chloroform			
1,2-Dichlorobenzene			
1,3-Dichlorobenzene			
1,4-Dichlorobenzene			
1,1-Dichloroethane			
1,2-Dichloroethane			
1,1-Dichloroethene			
1,2-Dichloroethene			
1,2-Dichloropropane			
Hexachlorobutadiene			
Methylene Chloride			
1,1,2,2-Tetrachloroethane			
Tetrachloroethene			
1,2,3-Trichlorobenzene			
1,2,4-Trichlorobenzene			
1,1,1-Trichloroethane			
1,1,2-Trichloroethane			
Trichloroethene			
Other Organics			
Organic Halogens			
Phenols			
Chlorinated Phenols			
Pentachlorophenol			
Total Oil and Grease			
Mineral Oil and Grease			
Polychlorinated Biphenyls (PCB)			
Tributyl Tin (TBT)			

EFFLUENT (SAN1)		EFFLUENT (SAN1) continued	
Routine/Nutrients		Xylene	
BOD <sup>#</sup>		PAH (total)**	
COD <sup>#</sup>		Phenols <sup>#</sup> (mg/L)	
Chloride		TOG <sup>#</sup>	
Cyanide (SAD) <sup>#</sup>		MOG <sup>#</sup>	
pH <sup>#</sup>		Nutrients and Others	
Sulphate		BOD	
Sulphide <sup>#</sup>		Chloride	
TSS <sup>#</sup>		Cyanide (SAD)	
Ammonia		pH	
Chlorine		Sulphate	
Flashpoint	Closed cup	Sulphide	
		Suspended Solids	
Total Metals			
Arsenic		MATSQUI EFFLUENT (MATS EFF)	
Cadmium		Total Kjeldahl Nitrogen (TKN)	
Chromium		NO2 & NO3	
Cobalt		E. Coli	
Copper		B.O.D. <sup>#</sup>	
Iron		T.S.S. <sup>#</sup>	
Lead		Fecal Coliform - MF Method	
Manganese		CBOD	
Mercury		Total Coliforms	
Molybdenum		COD <sup>#</sup>	
Nickel		Total Chlorine	
Selenium		pH	
Silver		Total phenols	
Zinc		T.O.G. <sup>#</sup>	
Nutrients and Others		Total Phosphorous	
		Ammonia (NH4)	
BTEX		Total Nitrogen	
Benzene		Enterococcus	
Toluene			
Ethyl Benzene			



DRINKING WATER (ANNUAL)		DRINKING WATER (WEEKLY)	
Bacteriological		Total Coliform Bacteria <sup>#</sup>	
E.coli <sup>#</sup>		Heterotrophic Plate Count <sup>#</sup>	
Total coliforms <sup>#</sup>		Total Coliform Bacteria with Background	
Heterotrophic plate count <sup>#</sup>		Heterotrophic Plate Count with background	
Emerging pathogens			
Protozoa		RECREATIONAL WATER	
Enteric viruses		Total coliforms <sup>#</sup>	
Turbidity		E.coli <sup>#</sup>	
		Heterotrophic plate count <sup>#</sup>	
Chemical & Physical Parameters		pH	
Aluminum		Chlorine	
Antimony		Pseudomonas aeruginosa	
Arsenic			
Benzene		WASTE OIL & FUEL	
Bromate		Metals	
Chlorate		Arsenic	
Chlorine		Cadmium	
Chlorite		Chromium	
Cyanobacterial toxins--microcystin-LR		Lead	
Fluoride		Organics	
Formaldehyde		Organic Halogens (as Cl)	
Haloacetic Acids--Total (HAAs)		Extractable Halogens (as Cl)	
2-Methyl-4-chlorophenoxyacetic acid (MCPA)		PCB's	
Methyl tertiary-butyl ether (MTBE)		Inorganic Halogens (as Cl)	
Trichloroethylene (TCE)		Additional Tests	
Trihalomethanes--Total (THMs) <sup>d</sup>		Relative Density	
Uranium		Absolute Density	
		Kinematic Viscosity max at 40C	
Radiological parameters		Flash Point	
Cesium-137 ( <sup>137</sup> Cs)		Heating Value	
Iodine-131 ( <sup>131</sup> I)		Sulfur content	
Lead-210 ( <sup>210</sup> Pb)		Water & Sediment content	
Radium-226 ( <sup>226</sup> Ra)		Zinc	
Strontium-90 ( <sup>90</sup> Sr)			
Tritium ( <sup>3</sup> H)			

MISCELLANEOUS HAZMAT			
PCBs in Oil (EPA 608/8082A)		Asbestos	
Total PCBs		Bulk Asbestos by PLM (NIOSH 9002)	
Aroclor 1242		Asbestos in Air by PCM (NIOSH 7400)	
Aroclor 1248		Asbestos by TEM (EPA/600/R-04/004)	
Aroclor 1254			
Aroclor 1260		Lead in Paint	
		Metals by ICP: lead in paint chips(EPA 6010c R3 m)	
		TCLP metals: lead (EPA 6020a R1 m)	
Other			
Asbestos		Mineral oil and Grease (MOG)	
Ammonia		Oil and Grease – Total (TOG)	
Acidity		Moisture	
Alkalinity		Flash Point (closed cup)	
Biochemical Oxygen Demand (BOD)		Polychlorinated Biphenyls (PCB)	
Chemical Oxygen Demand (COD)		Perfluoro-octane suphonate	
Chloride		Polycyclic Aromatic Hydrocarbons (PAH)	
Hexavalent chromium (Cr+6) – total and dissolved		Tributyl Tins (TBT)	
Cyanide- total and WAD		Volatile Organic Compounds (VOC)	
Conductivity		Semi-Volatile Organics	
Total Metals/mercury		Pesticides	
Dissolved metals/mercury		Hydrocarbons (EPH or TPH)	
Nitrite		Extractable/Total Petroleum	
Nitrate			
pH			
Phenols – Chlorinated and Nonchlorinated			
Total phosphorous			
Solids - TSS			
Surfactants			
sulphide			

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sulphate			
BTEX			
TCLP			

The lab must also be able to provide toxicity tests (i.e. LC-50, Microtox, etc) for fresh water or marine environments if requested.

Some samples may contain high concentration of sea-water. Sea-water is known to cause interferences in certain analytical procedures. Alternate analytical methods may be required.

\* - must have SCC-CAEL certification for both soil/sediment and water

# - must have SCC-CAEL certification for a water matrix

\*\*In SAN1 Suite PAH compounds include: acenaphthene; acenaphthylene; anthracene; benzo(a)anthracene; benzo(a)pyrene; benzo(b)fluoranthene; benzo(k)fluoranthene; benzo(g,h,i)perylene; chrysene; dibenzo(a,h)anthracene; fluoranthene; fluorene; indeno(1,2,3-cd)pyrene; naphthalene; phenanthrene; pyrene.

**ANNEX "B" - BASIS OF PAYMENT****BASIS OF PRICING:**

- 1) The prices quoted are firm, all inclusive prices FOB destination, pickup and delivery charges included, for the test groups listed below.
- 2) GST/HST is not to be included in the firm prices. The amount of GST/HST will be added as a separate item to any invoice issued as a result of a call-up.
- 3) The services detailed below shall include all labour, tools, materials, manuals, travel and living costs, transportation charges, supervision necessary and parts required to do the work.
- 4) All rates shall include coverage for travel time both to and from the site of work including supervision and overhead.
- 5) Depending on the type of Call-up, the following shall apply:

For the specified suites of tests listed:

In consideration of the contractor satisfactorily completing all of its obligations under the call-up, the contractor shall be paid a firm lot price (s), as specified in Annex "B", Goods and Services Tax or Harmonized Sales Tax extra, if applicable.

The Contractor shall be paid:

The firm Lot Price for the specified test/group/suite,

Plus:

The applicable surcharge for Urgent tests, if applicable.

For single tests under each of the specified test groups listed above:

In consideration of the contractor satisfactorily completing all of its obligations under the Call-up, the Contractor shall be paid a firm price, as specified in Annex "B", Goods and Services Tax or Harmonized Sales Tax extra, if applicable.

The Contractor shall be paid:

A firm price as listed in Offeror's current Analysis Price catalogue and/or current published price lists in effect at time of call-up less the specified discount percentage;

Plus:

The applicable surcharge for Urgent tests if applicable.

For the Hazardous Materials and Miscellaneous Non-specified test groups listed:

In consideration of the contractor satisfactorily completing all of its obligations under the Call-up, the Contractor shall be paid a firm price, as specified in Annex "B". Goods and Services Tax or Harmonized Sales Tax extra, if applicable.

The Contractor Shall be paid:

A firm price as listed in Offeror's current Analysis Price catalogue and/or current published price lists in effect at time of call-up, less the specified discount percentage;

Plus:

The applicable surcharge for Urgent Tests if applicable.

Canada shall not be liable for any costs above and beyond those explicitly detailed in Annex B. Any invoice submitted that includes any costs not in strict accordance with those allowable costs in Annex B shall be immediately rejected by Canada.

### Soil & Sediment Samples

#### SOIL

Analyses of inorganic and organic parameters presented in the most current versions of the:

- a) CCME Canadian Soil Quality Guidelines for the Protection of Environmental and Human Health;
- b) British Columbia Contaminated Sites Regulations (BC CSR) for Generic Numerical Soil Standards;
- c) Hazardous Waste Regulation and the US EPA method #131.1 for Toxic Characteristic Leaching Procedure (TCPL).
- d) Transportation of Dangerous Goods Regulations.

Analytical methods specified in the price proposal must have detection limits for specific parameters below the lesser of CCME or the BC CSR for Agricultural land uses as listed in Annex 1A.

#### Soil Analytical Test Suite:

Your firm Lot Price for the above Soil Analytical Test Suite, for the contract period from date of issuance of Standing Offer to 31 March 2020 @ \$ \_\_\_\_\_/LOT.

Your firm Lot Price for the above Soil Analytical Test Suite, for the option period from 01 April 2020 to 31 March 2021 (CANADA OPTION) @ \$ \_\_\_\_\_/LOT.

Your firm Lot Price for the above Soil Analytical Test Suite, for the option period from 01 April 2021 to 31 March 2022 (CANADA OPTION) @ \$ \_\_\_\_\_/LOT.

Urgent Analyses: Firm percentage surcharge for Soil/Sediment Analytical Test Suite:

Response within 5 business days \_\_\_\_\_% (in addition to above pricing)  
 Response within 1 business day \_\_\_\_\_% (in addition to above pricing)

THE ANNUAL ESTIMATED USAGE THAT WILL BE USED FOR EVALUATION PURPOSES ONLY FOR THE ABOVE Soil Test Suite IS 20.

### WATER SAMPLES

#### Sanitary Discharge

Analyses of inorganic and organic parameters presented in the most current version of the:

- a. Capital Regional District By-law 2922: A Bylaw to Regulate the Discharge of Waste Into Sewers Connected to a Sewage Facility Operated by the Capital Regional District and;
- b. Federal Facilities Effluent Standards 1976.
- c. BC Hazardous Waste Regulation and the US EPA method #1311 for Toxic Characteristic Leaching Procedure (TCPL); and
- d. Transportation of Dangerous Goods Regulations.

Sanitary discharges shall always be sampled for the similar analyses depending on Site location. Pricing for sanitary samples should be done as a package deal, where all analyses are packaged into one price with one analysis code (e.g. either SAN1 or Matsqui Effluent). List of analytes required for Sanitary sampling along with standards are in ANNEX A2.

#### Analytical Test Group, Sanitary Discharge (SAN 1):

Your firm Lot Price for the above Analytical Test Group, Sanitary Discharge (SAN 1) for the contract period from date of issuance of Standing Offer to 31 March 2020 @ \$\_\_\_\_\_/LOT.

Your firm Lot Price for the above Analytical Test Group, Sanitary Discharge (SAN 1) for the option period from 01 April 2020 to 31 March 2021 (CANADA OPTION) @ \$\_\_\_\_\_/LOT.

Your firm Lot Price for the above Analytical Test Group, Sanitary Discharge (SAN 1) for the option period from 01 April 2021 to 31 March 2022 (CANADA OPTION) @ \$\_\_\_\_\_/LOT.

Urgent Analyses: Firm percentage surcharge for Sanitary Discharge (SAN 1) Analytical Test Group:

Response within 5 business days \_\_\_\_\_% (in addition to above pricing)

Response within 1 business day \_\_\_\_\_%(in addition to above pricing)

THE ANNUAL ESTIMATED USAGE THAT WILL BE USED FOR EVALUATION PURPOSES ONLY FOR THE ABOVE ANALYTICAL TEST GROUP (SAN 1) IS 24.

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**Analytical Test Group, Sanitary Discharge (MATSQUI EFFLUENT):**

Your firm Lot Price for the above Analytical Test Group, Sanitary Discharge (MATS EFF) for the contract period from date of issuance of Standing Offer to 31 March 2020 @ \$\_\_\_\_\_/LOT.

Your firm Lot Price for the above Analytical Test Group, Sanitary Discharge (MATS EFF) for the option period from 01 April 2020 to 31 March 2021 (CANADA OPTION) @ \$\_\_\_\_\_/LOT.

Your firm Lot Price for the above Analytical Test Group, Sanitary Discharge (MATS EFF) for the option period from 01 April 2021 to 31 March 2022 (CANADA OPTION) @ \$\_\_\_\_\_/LOT.

Urgent Analyses: Firm percentage surcharge for Sanitary Discharge (MATS EFF) Analytical Test Group:

Response within 5 business days \_\_\_\_\_% (in addition to above pricing)  
Response within 1 business day \_\_\_\_\_%(in addition to above pricing)

THE ANNUAL ESTIMATED USAGE THAT WILL BE USED FOR EVALUATION PURPOSES ONLY FOR THE ABOVE ANALYTICAL TEST GROUP (MATS EFF) IS 6.

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**\*\*Some samples may contain high concentrations of sea-water. Sea-water is known to cause interferences in certain analytical procedures. Alternate analytical methods may be required.**

Community/Recreational Water – Marine, Fresh and Drinking (include all tests listed under CCME guidelines) :

Analyses of inorganic, organic and microbiological parameters are presented in the most current version of the:

- a) CCME Canadian Environmental Quality Guidelines for Community Water and Recreational Water available at link: <http://documents.ccme.ca/>

Examples of such parameters include fecal coliform, total coliform, Escherichia Coliforms, heterotrophic plate count and Pseudomonas aeruginosa. Laboratories must be able to count at least > 20000 MPN/100 ml.

Analytical methods included in the price proposal must have detection limits for specific parameters below the most stringent criteria for protection of Community and Recreational Water.

List of analytes required for sampling pool water: Coliform Bacteria - Total, E. Coli, HPC, Pseudomonas aeruginosa.

The following lists what tests may be required for the above types of samples:

Total = fecal coliform and heterotrophic plate count will be requested routinely.

Additional tests may be done on an annual basis and shall encompass a wider spectrum of analytes metal, pH, nutrients, cyanide, sulphide, etc.

Pesticides are not expected to be part of a drinking water suite, but the lab should always be prepared for such a request.

A List of analytes required for water sampling (all Suites) along with standards are in ANNEX A2.

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### Analytical Test Group; Recreational Water (Fresh):

Your firm Lot Price for the above Analytical Test Group, Community/Recreational Water (Fresh) for the contract period from date of issuance of Standing Offer to 31 March 2020 @ \$\_\_\_\_\_/LOT.

Your firm Lot Price for the above Analytical Test Group, Community/Recreational Water (Fresh) for the option period from 01 April 2020 to 31 March 2021 (CANADA OPTION) @ \$\_\_\_\_\_/LOT.

Your firm Lot Price for the above Analytical Test Group, Community/Recreational Water (Fresh) for the option period from 01 April 2021 to 31 March 2022 (CANADA OPTION) @ \$\_\_\_\_\_/LOT.

Urgent Analyses: Firm percentage surcharge for Community/Recreational Water (Fresh) Analytical Test Group:

Response within 5 business days \_\_\_\_\_% (in addition to above pricing)

Response within 1 business day \_\_\_\_\_% (in addition to above pricing)

THE ANNUAL ESTIMATED USAGE THAT WILL BE USED FOR EVALUATION PURPOSES ONLY FOR THE ABOVE ANALYTICAL TEST GROUP (Community/Recreational Water (Fresh) IS 30.

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### Drinking Water:

Analyses of inorganic, organic and microbiological parameters presented in the most current version of the:

- a) Guidelines for Canadian Drinking Water Quality
- b) Federal ....

For weekly and annual Drinking Water Tests, refer either to the Guidelines to Canadian Water Quality and Annex A2.

Examples of such parameters include total coliform, Escherichia Coliforms and heterotrophic Plate Count.

Any exceedances, the WFE Lead Hand AND Supervisor must be notified within 24 hours and results are expected within 5 working days.



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**Analytical Test Group, Drinking Water, Weekly:**

Your firm Lot Price for the above Analytical Test Group, Drinking Water for the contract period from date of issuance of Standing Offer to 31 March 2020 @ \$\_\_\_\_\_/LOT.

Your firm Lot Price for the above Analytical Test Group, Drinking Water for the option period from 01 April 2020 to 31 March 2021 (CANADA OPTION) @ \$\_\_\_\_\_/LOT.

Your firm Lot Price for the above Analytical Test Group, Drinking Water for the option period from 01 April 2021 to 31 March 2022 (CANADA OPTION) @ \$\_\_\_\_\_/LOT.

**Urgent Analyses:**

Response within 5 business days: \_\_\_\_\_% (in addition to above pricing)  
Response within 1 business day: \_\_\_\_\_% (in addition to above pricing)

THE ANNUAL ESTIMATED USAGE THAT WILL BE USED FOR EVALUATION PURPOSES ONLY FOR THE ABOVE ANALYTICAL TEST GROUP (Drinking Water, Weekly) IS 60.

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**Analytical Test Group, Drinking Water, Annual:**

Your firm Lot Price for the above Analytical Test Group, Drinking Water for the contract period from date of issuance of Standing Offer to 31 March 2020 @ \$\_\_\_\_\_/LOT.

Your firm Lot Price for the above Analytical Test Group, Drinking Water for the option period from 01 April 2020 to 31 March 2021 (CANADA OPTION) @ \$\_\_\_\_\_/LOT.

Your firm Lot Price for the above Analytical Test Group, Drinking Water for the option period from 01 April 2021 to 31 March 2022 (CANADA OPTION) @ \$\_\_\_\_\_/LOT.

**Urgent Analyses:**

Response within 5 business days: \_\_\_\_\_% (in addition to above pricing)  
Response within 1 business day: \_\_\_\_\_% (in addition to above pricing)

THE ANNUAL ESTIMATED USAGE THAT WILL BE USED FOR EVALUATION PURPOSES ONLY FOR THE ABOVE ANALYTICAL TEST GROUP (Drinking Water, Annual) IS 30.

<b>WASTE OIL AND FUEL</b>
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Analyses of inorganic and organic parameters presented in the most current version of the:

- a) British Columbia Hazardous Waste Regulation for the disposal of waste oils and fuels.

Waste Oil and fuels shall always be sampled for the same analyses. For the sake of simplicity, pricing for waste oil and fuel samples should be done as a package deal, where all analyses are packaged into one price with one analysis code (e.g. WO/F)

List of analytes required for Waste Oil and Fuel sampling along with standards are in ANNEX A2.

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**Analytical Test Group, Waste Oil/Fuel (WO/F1):**

Your firm Lot Price for the above Analytical Test Group, Waste Oil/Fuel (WO/F1) for the contract period from date of issuance of Standing Offer to 31 March 2020 @ \$\_\_\_\_\_ / LOT.

Your firm Lot Price for the above Analytical Test Group, Waste Oil/Fuel (WO/F1) for the option period from 01 April 2020 to 31 March 2021 (CANADA OPTION) @ \$\_\_\_\_\_ / LOT.

Your firm Lot Price for the above Analytical Test Group, Waste Oil/Fuel (WO/F1) for the option period from 01 April 2021 to 31 March 2022 (CANADA OPTION) @ \$\_\_\_\_\_ / LOT.

Firm percentage surcharge for Waste Oil/Fuel Analytical Test Group, if applicable: \_\_\_\_\_

Urgent Analyses:

Response within 5 business days: \_\_\_\_\_% (in addition to above pricing)

Response within 1 business day: \_\_\_\_\_% (in addition to above pricing)

THE ANNUAL ESTIMATED USAGE THAT WILL BE USED FOR EVALUATION PURPOSES ONLY FOR THE ABOVE ANALYTICAL TEST GROUP (WOF1) IS 12.

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## HAZARDOUS MATERIALS

Occasionally samples of unknown composition that are thought to contain hazardous materials as identified in the Transportation of Dangerous Goods Act will require characterization. These samples may be compared against any of the aforementioned standards, but shall be labelled as potentially hazardous materials. Examples of miscellaneous HAZMAT are included in Annex A2

THE ANNUAL ESTIMATED USAGE THAT WILL BE USED FOR EVALUATION PURPOSES ONLY FOR THE ABOVE ANALYTICAL TEST GROUP (HAZMAT) IS 12.

**Miscellaneous (Unspecified) Tests – For the contract period from date of issuance of Standing Offer to 31 March 2020:**

The Basis of Payment for standard tests not listed for any of the above test groups shall be at the supplier's current Analysis Price Catalogue in effect, less \_\_\_\_\_% firm discount, plus any applicable surcharge for Urgent Tests (pick-up and delivery charges included).

\* Standard Test Price for analyses in accordance with:

- a) 10 working day period (or a longer period if acceptable to the Call-up Authority) from receipt of samples by the Laboratory;
- b) "Standard Holding Times" for analyses as prescribed in the specific standard methods.

Urgent Test Price for analyses (excluding weekends and statutory holidays) :

Response within 1 business day: Standard Test Price\* (Analysis Price Catalogue less \_\_\_\_\_% firm discount) + \_\_\_\_\_% (firm percentage surcharge);

Response within 5 business days: Standard Test Price\* (Analysis Price Catalogue less \_\_\_\_\_% firm discount) + \_\_\_\_\_% (firm percentage surcharge).

NOTE: It is understood that not all analytical tests can be provided on an urgent basis. For those analyses that can not be done on an urgent basis, the standard response time is acceptable.

The Hazardous Waste Regulation defines leachable toxic waste as waste when subject to the extraction procedure produces a contaminant concentration greater than those prescribed in Table 1 of Schedule 4. EPA Method 1311 is called TCLP. Note: The Modified Leachate Extraction procedure (MELP) cannot be used to see if a waste is leachable toxic waste. The MELP is only used to see if wastes may be safely disposed of in a secure landfill.

**Miscellaneous (Unspecified) Tests – For the option period from 01 April 2020 – 31 March 2021 (CANADA OPTION):**

The Basis of Payment for standard tests not listed for any of the above test groups shall be at the supplier's current Analysis Price Catalogue in effect, less \_\_\_\_\_% firm discount, plus any applicable surcharge for Urgent Tests (pick-up and delivery charges included).

\* Standard Test Price for analyses in accordance with:

- a) 10 working day period (or a longer period if acceptable to the Call-up Authority) from receipt of samples by the Laboratory;
- b) "Standard Holding Times" for analyses as prescribed in the specific standard methods.

Urgent Test Price for analyses (excluding weekends and statutory holidays) :

Response within 1 business day: Standard Test Price\* (Analysis Price Catalogue less \_\_\_\_\_% firm discount) + \_\_\_\_\_% (firm percentage surcharge);

Response within 5 business days: Standard Test Price\* (Analysis Price Catalogue less \_\_\_\_\_% firm discount) + \_\_\_\_\_% (firm percentage surcharge).

NOTE: It is understood that not all analytical tests can be provided on an urgent basis. For those analyses that can not be done on an urgent basis, the standard response time is acceptable.

The Hazardous Waste Regulation defines leachable toxic waste as waste when subject to the extraction procedure produces a contaminant concentration greater than those prescribed in Table 1 of Schedule 4. EPA Method 1311 is called TCLP. Note: The Modified Leachate Extraction procedure (MELP) cannot be used to see if a waste is leachable toxic waste. The MELP is only used to see if wastes may be safely disposed of in a secure landfill.

**Miscellaneous (Unspecified) Tests – For the option period from 01 April 2021 to 31 March 2022 (CANADA OPTION):**

The Basis of Payment for standard tests not listed for any of the above test groups shall be at the supplier's current Analysis Price Catalogue in effect, less \_\_\_\_\_% firm discount, plus any applicable surcharge for Urgent Tests (pick-up and delivery charges included).

\* Standard Test Price for analyses in accordance with:

- a) 10 working day period (or a longer period if acceptable to the Call-up Authority) from receipt of samples by the Laboratory;
- b) "Standard Holding Times" for analyses as prescribed in the specific standard methods.

Urgent Test Price for analyses (excluding weekends and statutory holidays) :

Response within 1 business day: Standard Test Price\* (Analysis Price Catalogue less \_\_\_\_\_% firm discount) + \_\_\_\_\_% (firm percentage surcharge);

Response within 5 business days: Standard Test Price\* (Analysis Price Catalogue less \_\_\_\_\_% firm discount) + \_\_\_\_\_% (firm percentage surcharge).

NOTE: It is understood that not all analytical tests can be provided on an urgent basis. For those analyses that can not be done on an urgent basis, the standard response time is acceptable.

The Hazardous Waste Regulation defines leachable toxic waste as waste when subject to the extraction procedure produces a contaminant concentration greater than those prescribed in Table 1 of Schedule 4. EPA Method 1311 is called TCLP. Note: The Modified Leachate Extraction procedure (MELP) cannot be used to see if a waste is leachable toxic waste. The MELP is only used to see if wastes may be safely disposed of in a secure landfill.

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<b>ANNEX "C" to PART 3 OF THE REQUEST FOR STANDING OFFERS</b>
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## **ELECTRONIC PAYMENT INSTRUMENTS**

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

<b>ANNEX "D" - INSURANCE REQUIREMENTS</b>
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**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.
  - n. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

- a. Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,



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284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**ANNEX "E" – STANDING OFFER REPORTING FORM**

RETURN TO:

ATTN.: CHRISTINE CRESS

Public Works and Government Services Canada

Pacific Region, Acquisitions

Facsimile: 250-363-8442

Telephone: 250-363-0395

Email: christine.cress@pwgsc-tpsgc.gc.ca

Quarterly Usage Report Submission Schedule:

QUARTER	START DATE	END DATE	REPORT DUE
Q1	01 April	30 June	15 July
Q2	01 July	30 September	15 October
Q3	01 October	31 December	15 January
Q4	01 January	31 March	15 April

**REPORT ON THE VOLUME OF BUSINESS**

SUPPLIER NAME: \_\_\_\_\_

STANDING OFFER NO.:

REPORTING PERIOD: From \_\_\_\_\_ to \_\_\_\_\_.

FIRST QUARTER			
#	Analysis Description	Quantity	Cost for 1ST Quarter
1	Soil/Sediment Samples		
2	Water (Sanitary)		
3	Water (Marine)		
4	Water (Community-Recreational)		
5	Water (Drinking)		
6	Waste Oil and Fuel		
7	Hazardous Materials		
8	Miscellaneous Tests (unspecified in Standing Offer)		
SECOND QUARTER			
#	Analysis Description	Quantity	Cost for 2ND Quarter
1	Soil/Sediment Samples		
2	Water (Sanitary)		
3	Water (Marine)		
4	Water (Community-Recreational)		
5	Water (Drinking)		
6	Waste Oil and Fuel		
7	Hazardous Materials		
8	Miscellaneous Tests (unspecified in Standing Offer)		

THIRD QUARTER			
#	Analysis Description	Quantity	Cost for 3RD Quarter
1	Soil/Sediment Samples		
2	Water (Sanitary)		
3	Water (Marine)		
4	Water (Community-Recreational)		
5	Water (Drinking)		
6	Waste Oil and Fuel		
7	Hazardous Materials		
8	Miscellaneous Tests (unspecified in Standing Offer)		
FOURTH QUARTER			
#	Analysis Description	Quantity	Cost for 4TH Quarter
1	Soil/Sediment Samples		
2	Water (Sanitary)		
3	Water (Marine)		
4	Water (Community-Recreational)		
5	Water (Drinking)		
6	Waste Oil and Fuel		
7	Hazardous Materials		
8	Miscellaneous Tests (unspecified in Standing Offer)		

NOTE: Contractor shall provide the type of analysis for all call-ups that fall under item numbers 7 and 8.