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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Work**

The Work to be performed is detailed in Annex A.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

- A. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), Canada-Chile Free Trade Agreement (CCFTA), Canada-Columbia Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), and the Canadian Free Trade Agreement (CFTA).



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- C. The 2003 (2017-04-27), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
  - (ii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
    - d. send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation.
  - (iii) Section 05, Submission of bids, subsection 4, is amended as follows:
    - Delete: 60 days
    - Insert: 120 days
  - (iv) Section 06, Late bids, is deleted in its entirety;
  - (v) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
    - 07 Delayed bids
    - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
  - (vi) Section 08, Transmission by facsimile, is deleted in its entirety; and
  - (vii) Section 20, Further information, is deleted in its entirety.

### 2.2 Submission of Bids

- A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile to DND will not be accepted.

#### 2.2.1 Electronic Submissions



- A. Individual e-mails exceeding five (5) megabytes in size, or those including other factors such as embedded files, macros, and/or links, may be rejected by DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. DND will confirm receipt of documents. It is the responsibility of the Bidder to ensure that their entire bid submission has been received. Bidders must not assume that all documents have been received unless DND confirms receipt of each document. Due to the possibility of e-mail rejection and/or other technical issues, bidders are requested to allow sufficient time before the closing time and date to submit their bid and for DND to confirm receipt. Bid documents received after the closing time and date will not be accepted.

### 2.3 Former Public Servant

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

#### 2.3.1 Definitions

- A. For the purposes of this clause:
- (i) "Former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11 (<http://laws-lois.justice.gc.ca/eng/acts/F-11/FullText.html>), 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;
  - (ii) "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; and
  - (iii) "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*



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*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.

### 2.3.2 Former Public Servant in Receipt of a Pension

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

Yes ( ) No ( )

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

(i) Name of former public servant; and

(ii) Date of termination of employment or retirement from the Public Service.

C. By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 (<http://www.tbs-sct.gc.ca/hgw-cgf/business-affaire/gcp-agc/notices-avis/2012/10-31-eng.asp>) and the Guidelines on the Proactive Disclosure of Contracts (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676>).

### 2.3.3 Work Force Adjustment Directive

A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes ( ) No ( )

B. If so, the Bidder must provide the following information:

(i) Name of former public servant;

(ii) Conditions of the lump sum payment incentive;

(iii) Date of termination of employment;

(iv) Amount of lump sum payment;

(v) Rate of pay on which lump sum payment is based;

(vi) Period of lump sum payment including start date, end date and number of weeks; and

(vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

### 2.4 Enquiries - Bid Solicitation



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- A. All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.5 Applicable Laws**

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



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

### **3.1 Bid Preparation Instructions**

- A. Canada requests that Bidders provide their bid in separately bound sections as follows:
- Section I: Technical Bid: one (1) soft copy in PDF format by e-mail;
- Section II: Financial Bid: one (1) soft copy in PDF format by e-mail;
- Section III: Certifications: one (1) soft copy in PDF format by e-mail; and
- Section IV: Additional Information: one (1) soft copy in PDF format by e-mail.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
  - (ii) Use a numbering system that corresponds to the bid solicitation.

### **3.2 Section I: Technical Bid**

- A. In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

- A. Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

#### **3.3.1 Electronic Payment of Invoices - Bid**

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.
- B. If Attachment 2 to Part 3, Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.3.2 Exchange Rate Fluctuation**

- A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.



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

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

### **3.5 Section IV: Additional Information**

A. In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For Part 2, article 2.3, Former Public Servant, of the bid solicitation: the required answer to each question; and, if the answer is yes, the required information;
- (iv) For Part 2, article 2.5, Applicable Laws, of the bid solicitation: the province or territory if different than specified; and
- (v) Any other information submitted in the bid not already detailed.



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### **ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

- A. The Bidder must complete this pricing schedule and include it in its financial bid.
- B. The firm rates specified below includes all expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid, including the total estimated cost of any travel and living expenses that may need to be incurred for the Work described in Annex A, Statement of Work of the bid solicitation.
- C. All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- D. Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

#### **1. Pricing Schedule**

See Attachment – Pricing Schedule Parts 1 and 2



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## ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A. The Bidder 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); and
- Large Value Transfer System (LVTS) (Over \$25M).



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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

- A. Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4, Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

- A. A0220T (2014-06-26) The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.
- B. The bid solicitation requires bids to be submitted in Canadian currency.
- C. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
- D. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

### **4.2 Basis of Selection - Lowest Evaluated Price, Minimum Point Rating**

- A. A0034T (2007-05-25) To be declared responsive, a bid must:
  - (i) Comply with all the requirements of the bid solicitation; and
  - (ii) Meet all mandatory technical evaluation criteria; and
  - (iii) Obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
- B. Bids not meeting (i) or (ii) or (iii) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- C. Should two (2) or more responsive bids achieve an identical lowest evaluated price, the bid with the highest total score will be recommended for award of a contract.



**ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

**MANDATORY CRITERIA**

For the purpose of this document, the term "bidder" includes **any sub-contractor hired** by the laboratory submitting this proposal for the purpose of performing tasks described in the SOW. The proposal must demonstrate that all mandatory requirements and qualifications are met by the sub-contractor(s).

	<b>Mandatory Criteria</b>	<b>Met</b>	<b>Not Met</b>	<b>Section/page(s) in Proposal where Mandatory criteria met</b>
<b>M1</b>	The bidder must hold a valid American Industrial Hygiene Association AIHA (or equivalent as listed in Annex A - SOW - section 8) accreditation and must provide a copy of the above accreditation for each accredited laboratory with the proposal.			
<b>M2</b>	The bidder must hold AIHA accreditation for the Industrial Hygiene Accreditation Program IHLAP (or equivalent as listed in Annex A – SOW – section 8) and must provide a copy of the above accreditation for each accredited laboratory with the proposal.			
<b>M3</b>	The bidder must indicate their ability to provide deliverables within the defined timelines, as listed in the SOW. <b>Media received by DND:</b> – Urgent – Within 72hrs of receipt of Task Authorization – Routine – Within 5 working days of receipt of Task Authorization <b>Data and Analytical Reports issued:</b> – Urgent – Within 5 working days of sample receipt – Routine – Within 10 working days of sample receipt			
<b>M4</b>	- For water, the bidder must hold a valid CALA or SCC license with accreditation in accordance with ISO Standard 17025 or CSA Z.753. (or equivalent as listed in Annex A - SOW - section 8) - For Soil, the laboratory must hold valid CALA Accreditation in accordance with ISO Standard 17025 or. CSA Z.753. (or equivalent as listed in Annex A - SOW - section 8) - Copies of the accreditations for water and soil must be provided.			
<b>M5</b>	The bidder must hold a current CFIA Soil import permit with exporter designation for All Countries. A copy of the permit must be provided.			

**RATED CRITERIA**

**Table 1 – Point Allocation**

The rated requirements are listed in Table 1. The bidder must achieve a minimum score of 42, 8 and 12 for tables 2-4 respectively. Table 2, 3 and 4 highlight the number of points that will be allocated on each rate requirement as determined by the scores obtained by the bidder during its last four rounds of testing with IHPAT, BAPAT, ELPAT, (or equivalent as listed in Annex A – SOW – section 8) and Technical Client Services.



EVALUATION CRITERIA	Maximum Points per sub-criteria	Minimum Acceptable
<b>Proficiency Testing</b>		
IHPAT (Table 2)	60	42
BAPAT (Table 3)	10	8
ELPAT (Table 4)	20	12
<b>TOTAL Points</b>	<b>90</b>	<b>62</b>

**Table 2 – IHPAT/ Testing (or equivalent as listed in Annex A – SOW – section 8) (Maximum Points = 60)**

The bidder must submit AIHA proficiency reports for each of their last four rounds of testing for Metals, Organic Solvents, Silica and Asbestos fibers in air samples, as part of the AIHA Industrial Hygiene Proficiency Analytical Testing (IHPAT) program.

Rounds of proficiency testing passed /round	4/4	3/4	2/4
Metals	3 points/pass Total = 12	3 points/pass Total = 9	3 points/pass Total = 6
Solvents	3 points/pass Total = 12	3 points/pass Total = 9	3 points/pass Total = 6
Silica	3 points/pass Total = 12	3 points/pass Total = 9	3 points/pass Total = 6
Asbestos	3 points/pass Total = 12	3 points/pass Total = 9	3 points/pass Total = 6
Initial Points Allocated  Please note points are only allocated for the highest level of rounds passed for each round of proficiency testing. (Example: If the last 4 rounds of Metals proficiency testing are passed 12 points will be awarded. The points for passing, 2 or 3 will not be applicable.)	48	36	24
Bonus for passing rounds - Must achieve 9 points or higher in each category (Metal, Solvents, Silica, and Asbestos) to score 6 bonus points. This is not cumulative with the		Bonus 6	



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bonus points for in the line below.			
Bonus for passing rounds - Must achieve 12 points in each category (Metal, Solvents, Silica, and Asbestos) to score 12 bonus points. This is not cumulative with the points for the line above.	Bonus 12		
Total Points Allocated for highest passed marks achieved.	60	42	24
Total Score (Maximum Points 60) (Minimum Pass Mark 42)			

**Table 3 BAPAT Testing (or equivalent as listed in Annex A – SOW – section 8) (Max Points = 10)**  
The bidder must submit AIHA proficiency reports for the last four rounds of testing for Asbestos in bulk samples, as part of the AIHA Bulk Asbestos Proficiency Analytical Testing (BAPAT) program.

Rounds of proficiency testing passed/round	4/4	3/4	2/4
Points Allocated Please note points are only allocated for the highest level of rounds passed for each round of proficiency testing.	10	8	0
Total Score (Maximum Points 10) (Minimum Pass Mark 8)			

**Table 4 ELPAT Testing (or equivalent as listed in Annex A – SOW – section 8) (Max Points = 20)**  
The bidder must submit AIHA proficiency reports for the last four rounds of testing for both Lead in air and in wipes, as part of the AIHA Environmental Lead Proficiency Analytical Testing (ELPAT) Program.

Rounds of proficiency testing passed /round	4/4	3/4	2/4
Lead wipes	2 points/pass	2 points/pass	0
Lead in air	2 points/pass	2 points/pass	0
Initial Points Allocated Please note points are only allocated for the highest level of rounds passed for each round of proficiency testing.	16	12	



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Bonus for passing all rounds	Bonus 4		
Total Points Allocated	20	12	
Total Score (Maximum Points 20) (Minimum Pass Mark 12)			

**PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- C. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

**5.1 Certifications Required with the Bid**

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

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

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

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

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

**5.2.1 Integrity Provisions - Required Documentation**

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

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

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



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## ATTACHMENT 1 TO PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) - Labour's website ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/index.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml)).

Date: \_\_\_\_\_ (YYYY/MM/DD)

(If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer (<http://www.labour.gc.ca/eng/regulated.shtml>) being subject to the Employment Equity Act (<http://laws-lois.justice.gc.ca/eng/acts/E-5.401/>).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees, and
  - A5.1 The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng>) in place with ESDC-Labour.

OR

- A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) (<http://www.servicecanada.gc.ca/cgi-bin/search/eforms/index.cgi?app=prfl&frm=lab1168&ln=eng>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.



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B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

OR

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



## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

- A. There is no security requirement applicable to the contract.

### 6.2 Statement of Work

- A. B4007C (2014-06-26) The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

#### 6.2.1 Optional Goods and/or Services

- A. A0070C (2007-11-30) The Contractor grants to Canada the irrevocable option to acquire the goods, services, or both described at Annex A, Statement of Work, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- B. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

#### 6.2.2 Task Authorization

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

##### 6.2.2.1 Task Authorization Process

- A. The Task Authorization Process is as follows:
  - (i) The Technical Authority will provide the Contractor with a DND 626, Task Authorization Form specified in Annex C;
  - (ii) The TA will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract;
  - (iii) The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

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

- A. B9056C (2013-04-25) The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.



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

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

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Technical Authority no later than 30 calendar days after the end of the reporting period. A copy will also be sent to the Contracting Authority.

#### **Reporting Requirement- Details**

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

#### **For each authorized task:**

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

#### **For all authorized tasks:**

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

#### **6.2.2.3 Task Authorization - Department of National Defence**

- A. The administration of the Task Authorization process will be carried out by the Department of Defence, Force Health Protection. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.



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### 6.3 Standard Clauses and Conditions

- A. All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) 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

- A. 2010C (2016-04-04), General Conditions - Services (Medium Complexity), apply to and form part of the Contract, with the following modification:
- (i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:
- "Canada", "Crown", "Her Majesty" or "the Government"  
means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

- A. The period of the contract is from contract award to March 31, 2020.

#### 6.4.2 Option to Extend the Contract

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

#### 6.4.3 Delivery Points

- A. Delivery of the requirement will be made to delivery point(s) specified at Annex D of the Contract.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

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



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Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: Department of National Defence  
101 Colonel By Drive  
Ottawa ON K1A 0K2  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

**6.5.2 Technical Authority**

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: Department of National Defence (DND)  
101 Colonel By Drive  
Ottawa ON K1A 0K2  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

**6.5.3 Contractor's Representative**

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

- A. A3025C (2013-03-21) By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) 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 ([http://www.tbs-sct.gc.ca/pubs\\_pol/dcgpubs/contpolnotices/siglist-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/contpolnotices/siglist-eng.asp)).

## 6.7 Payment

### 6.7.1 Basis of Payment

- A. C0204C (2017-08-17) The Contractor will be paid for the Work specified in the authorized task authorization, in accordance with the Basis of payment Annex B.

Canada's liability to the Contractor under the authorized task authorization must not exceed the limitation of expenditure specified in the authorized task authorization. Custom duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized task authorization resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

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

- A. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.
- B. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
- C. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
- (i) when it is 75 percent committed; or
  - (ii) four (4) months before the contract expiry date; or
  - (iii) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions;
- whichever comes first.
- D. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.7.3 Method of Payment

- A. H1000C (2008-05-12) Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada;



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- (iii) the Work delivered has been accepted by Canada.

#### 6.7.4 Electronic Payment of Invoices - Contract

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

[List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and
- (vi) Large Value Transfer System (LVTS) (Over \$25M).

#### 6.8 Invoicing Instructions

A. 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.

B. Each invoice must be supported by:

- (i) A description of the Work delivered; and
- (ii) A breakdown of the cost elements.

C. Invoices must be distributed as follows:

- (i) The original and one (1) copy must be forwarded to the following address for certification and payment:

National Defence Headquarters (NDHQ)  
Department of National Defence (DND)  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
c/o: [organization to be detailed in the resulting contract]  
attn: [name to be detailed in the resulting contract]

#### 6.9 Certifications and Additional Information

##### 6.9.1 Compliance

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



### 6.9.2 Certifications - Contract

- A. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 6.10 Applicable Laws

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario **[or as specified by the bidder in its bid, if applicable].**

### 6.11 Priority of Documents

- A. 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:
- (i) The Articles of Agreement;
  - (ii) The General Conditions 2010C (2016-04-04), General Conditions - Services (Medium Complexity);
  - (iii) Annex A, Statement of Work
  - (iv) Annex B, Basis of Payment;
  - (v) The signed Task Authorizations (including all of its annexes, if any); and
  - (vi) the Contractor's bid dated **[date to be specified in the resulting contract]**, as clarified on **[date to be specified in the resulting contract, if required]**, and as amended on **[date to be specified in the resulting contract, if required]**.

### 6.12 Defence Contract

- A. The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

**One (1) of the following two (2) options will be inserted in the resulting contract, as applicable:**

**Option 1: A2000C (2006-06-16) when the contract is to be with a Canadian-based supplier, or**

### 6.13 Foreign Nationals (Canadian Contractor)



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- A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Option 2: A2001C (2006-06-16) when the contract is to be with a foreign-based supplier.

#### **6.13 Foreign Nationals (Foreign Contractor)**

- A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### **6.14 Insurance**

- A. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



## ANNEX A - STATEMENT OF WORK

### 1) BACKGROUND

- a. Individual health, operational readiness, and mission success require that Environmental and Industrial Health Hazards (EIHH) and Public Health Concerns (PHC) be thoroughly assessed and that the health risks they pose be adequately mitigated or eliminated. This need to accurately characterize both EIHH and PHC in military operational environments was identified in the Croatia Board of Inquiry and the Thomas Report, which emphasized a requirement to routinely identify, characterize and predict health risks from EIHH and PHC on deployed/domestic operations. This requirement is formally promulgated through Canadian Forces Joint Publication 4-10: Health Services Support to Operations.
- b. The Canadian Armed Forces Health Services will therefore identify, quantify, situate and document all worksite and work process hazards with the purpose of reducing, limiting, and/or otherwise protecting against exposure from those agents in the workplace by means of mitigation measures. Therefore, as part of ongoing Force Health Protection measures, Health Hazards Assessments (HHA)/Environmental Health Site Assessments (EHSA) and Industrial Hygiene/Public Health investigations will be conducted at locations occupied by CAF personnel deployed on operations (international and domestic).

### 2) PURPOSE

- a. To provide material and laboratory analytical services related to occupational and environmental samples on an as required basis, to the Director Force Health Protection (D FHP).

### 3) ACRONYMS/DEFINITIONS

**AIHA** - American Industrial Hygiene Association  
**APHA**- American Public Health Association (Standard Methods for the Examination of Water and Wastewater)  
**BA** – Bulk Asbestos  
**BTEX** - Benzene, Toluene, Ethylbenzene, Xylenes  
**CAF** – Canadian Armed Forces  
**CALA**- Canadian Association for Laboratory Accreditation  
**CFIA**- Canadian Food Inspection Agency  
**CRMs**- Certified Reference Materials  
**CSA**- Canadian Standards Association  
**D FHP** - Director Force Health Protection  
**DND** - Department of National Defence  
**EL** – Environmental Lead  
**EM** – Environmental Microbiology  
**EPA** - Environmental Protection Agency  
**HDI** - Hexamethylene Diisocyanate  
**ICP-MS** - Inductively Coupled Plasma-Mass Spectrometry  
**ISO**- International Standards Organization  
**IH** - Industrial Hygiene  
**L** - Litre  
**LOD** - Limit of Detection



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**MDI** - Methylene Diphenyl Diisocyanate  
**mg/m<sup>3</sup>** - Milligram per cubic meter  
**mm** - Millimetre  
**NIOSH** - National Institute for Occupational Safety and Health  
**NO<sub>2</sub>** - Nitrogen Dioxide  
**NO** - Nitric Oxide  
**OSHA** - Occupational Safety and Health Administration  
**PAHs** - Polycyclic Aromatic Hydrocarbons  
**PAT** - Proficiency Analytical Testing  
**PCM** - Phase Contrast Microscopy  
**pg** - Pico-gram  
**PM 10 or 2.5** - Particulate Matter  
**QA** - Quality Assurance  
**QC** - Quality Control  
**SCC** - Standards Council of Canada  
**SO<sub>2</sub>** - Sulfur Dioxide  
**SOW** - Statement of Work  
**Std Methods** - Standard Methods of accepted Drinking Water methods -20<sup>th</sup> & 21<sup>st</sup> Ed  
**TDI** - Toluene Diisocyanate  
**TEM** - Transmission Electron Microscopy  
**µg** - Micro-gram  
**VOCs** - Volatile Organic Compounds

#### 4) DESCRIPTION OF THE WORK

- a. The analytical methods used must be in accordance with the standard methods set out in the latest issue of the United States National Institute for Occupational Safety and health (NIOSH) Manual of Analytical Methods, (<https://www.cdc.gov/niosh/docs/2003-154/>) ; or when methods other than the NIOSH methods are used, the chemical agent concentration can be accurately determined at a detection level at least equal to the NIOSH analytical methods (examples are the United States Occupational Safety and Health Administration (OSHA) methods, or the United States Environmental Protection Agency (EPA) methods, or Institut de recherche en sante et securite au travail (IRSST) du Quebec); in cases where no specific standard methods for a chemical agent are set out in the publications named above, other methods can be used as long as they have been validated. The validation information will be sent to the Crown for review. Once written authorisation is provided by the Crown the method may be used by the vendor to fulfill the work listed in the Task Authorisations. Typical validation characteristics which must be considered include accuracy, precision, specificity, detection limit, quantitation limit, linearity and range.
- b. As and when requested, the laboratory must be able to provide analyses of the substances listed in Annex B, using the specific validated/published methods: As indicated above, other similar methods can be used as long as the accuracy and precision are at least equal to the NIOSH analytical methods.

#### 5) MEDIA

- a. The Laboratory must maintain a sufficient inventory to prepare and ship 150 media pieces, as and when requested, for the common test samples as shown in the Annex B.



These media inventories will be maintained by the laboratory, at no extra cost to DND.

- b. PM10 and PM2.5 filters size requirement is 47mm quartz. Filters tared information (pre and post) are to be provided on request. This inventory is to be maintained at the Laboratory's own expense.

### 6) TASKS AND DELIVERABLES

#### a. Timelines

##### Annex B – Part A

Deliverables	Deadlines for receipt of deliverables by DND
<b>Sample media:</b> preparation, shipment, receipt by DND	<b>Urgent:</b> Sample media must be received by DND within 72-hours of task authorisation receipt by vendor <b>Routine:</b> Sample media must be received by DND within 5-working days of task authorisation receipt by vendor
<b>Data report:</b> Transmission of electronic copy of report (s) by email to Technical Authority. <b>Analytical report:</b> in English, hard copy mailed or shipped to the TA (or pre-authorized representative).	<b>Urgent:</b> The Data Report and the Analytical Report must be sent within 5-working days once samples are received by vendor facility. <b>Routine:</b> The Data Report and the Analytical Report must be sent within 10-working days once samples are received by vendor facility.
<b>Repeat analysis</b> as requested by Technical Authority (Based on historical testing results it is estimated that retesting may only be required once per year)	The Data Report and the Analytical Report must be sent within 7-working days following receipt of a written request.

##### Annex B – Part B

Deliverables	Deadlines for receipt of deliverables by DND
<b>Sample media:</b> preparation, shipment, receipt by DND	<b>Routine:</b> Sample media must be received by DND within 5-working days of task authorisation receipt by vendor
<b>Data report:</b> Transmission of electronic copy of report (s) by email to Technical Authority. <b>Analytical report:</b> in English, hard copy mailed or shipped to the TA (or pre-authorized representative).	<b>Routine:</b> The Data Report and the Analytical Report must be sent within 15-working days once samples are received by vendor facility.
<b>Repeat analysis</b> as requested by Technical Authority (Based on historical testing results it is estimated that retesting may only be required once per year)	The Data Report and the Analytical Report must be sent within 15-working days following receipt of a written request.



**b. Media Preparation and Delivery**

**Annex B – Part A**

- i. The laboratory must be able to deliver urgent media requests within 72-hours of receipt of a Task Authorisation. Media samples for Task Authorisation requiring only routine delivery must be supplied within 5 working days.

**Annex B – Part B**

- ii. Media samples for Task Authorisation requiring routine delivery must be supplied within 5 working days. No urgent requests will be made for media or analysis listed in Annex B – Part B.

**c. Reports**

**Annex B – Part A**

- i. All signed hard copies of the routine analytical reports must be in MS Office format and mailed to the Technical Authority within 10 working days of the samples reception. Data reports must be in MS Office format and emailed to the Technical Authority within 10 working days of the samples reception. Urgent Analytical and Data reports must be in MS Office format and sent to the Technical Authority within 5 days of the samples reception.

**Annex B – Part B**

- ii. All signed hard copies of the routine analytical reports must be in MS Office format and mailed to the Technical Authority within 15 working days of the samples reception. Data reports must be in MS Office format and emailed to the Technical Authority within 15 working days of the samples reception. No urgent requests will be made for analysis listed in Part B of Annex B.
- iii. In the event that the lab analysis of any sample finds that levels of an analyte have exceeded levels specified by the Federal government in Canada or the United States of America as being safe, the laboratory must immediately notify the Technical Authority by phone and email.
- iv. All hard copies of the reports will contain as a minimum the following information:
  - 1. Name of the laboratory
  - 2. DND Client name
  - 3. DND Client contract reference
  - 4. Laboratory's unique work order or batch number
  - 5. Client sample identification number
  - 6. Laboratory Identification Number
  - 7. Matrix/Media
  - 8. Date Sampled
  - 9. Date received at the laboratory
  - 10. Air volume (L)
  - 11. Analyte
  - 12. CAS Registry Number
  - 13. Units for results. Mass and Concentration for air samples (pg, µg, and mg/m<sup>3</sup>)
  - 14. Reporting Limit (µg)/LOD



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15. Test method
  16. Date analyzed / analyst's initials or name
  17. Details regarding field blank corrections applied by the laboratory
  18. All other pertinent details or any issues with analysis,
  19. Completed copy 3 of Canadian Forces Chain of Custody Form (DND will supply form with samples) (see Annex E)
  20. All analytical reports to contain the name, title, and signature or equivalent identification of the contractor accepting technical responsibility for the content of test reports.
- v. The contractor will send by email an electronic copy of the Data Report and e-results in a format provided by DND.
- d. The Task Authorisation will specify the quantity of Media to be delivered and the number of analysis to be completed and the urgency of each requirement and which official language, the Offeror's Laboratory must use for all services and reports.
- e. Report Retention by Vendor**
- i. Analytical electronic reports are to be kept for the duration of the contract.
  - ii. All samples and prepared samples (unless completely consumed during the analysis) are to be kept for 60 days after the dated analytical report. The laboratory is to send a reminder 7 days prior to disposal of samples.

**Annex B – Part A**

- iii. Should the Technical Authority deem the results questionable the vendor must repeat the analyses within 7 days of receiving notice and at no additional cost. A sample will not be re-tested more than once.

**Annex B – Part B**

- iv. Should the Technical Authority deem the results questionable the vendor must repeat the analyses within 15 days of receiving notice and at no additional cost. A sample will not be re-tested more than once.

**f. Inspection and Acceptance**

- i. All work done and documents/data delivered in response to the Task Authorisation will be evaluated within a reasonable time frame on the basis of suitability, quality and adherence to the agreed upon schedule and specified standards. Acceptance of deliverables will be certified by the TA subsequent to the satisfactory delivery of the final report. Such certification will be the basis upon which the TA will recommend payment. The TA shall have the right to reject it or require its correction at the sole expense of the contractor. Should any deliverables be found unacceptable, the deficiencies must be corrected and re-submitted within five (5) working days.

**g. Quality Assurance and Constraints**

- i. Raw data and quality control (QC) data, such as calibration curves, spike recoveries, and laboratory blank recoveries, must be available for review, upon



request by the TA.

- ii. Should there be questionable results due to analytical error, repeat of the analysis are to be done at no cost to DND.

## 7) TASK AUTHORISATIONS

- a. All work will be done on an as requested basis under the terms and conditions of the contract. All work will be authorised by Task Authorisations (DND 626 Forms). All Task Authorisations will be authorised by the Contracting Authority and accepted by the Vendor before work can begin.

## 8) ACCREDITATION AND COMPLIANCE

- a. All laboratories and subcontractor's laboratories must be accredited to the ISO/IEC 17025 "General Requirements for the Competence of Testing and Calibration Laboratories" by:
  - i. The Standards Council of Canada (SCC) under the Program for Accreditation of Laboratories (PALCAN), in conformity with CAN-P-4D; (<https://www.scc.ca/en/accreditation/laboratories>) or
  - ii. The Canadian Association for Laboratory Accreditation (CALA); (<http://www.cala.ca/>)  
or another program of Canada, United States of America (i.e. American Industrial Hygiene Association (AIHA) Laboratory Accreditation program), or Europe, that can be demonstrated by the Offeror to meet or exceed the CALA standards. In addition, all laboratories and subcontractor's laboratories must be recognized in a proficiency analytical testing (PAT) program for the analyte(s) concerned, if available (e.g., Canadian, United States, or European program).
  - iii. For Dioxins and Furans, the laboratory performing the analysis must hold a valid and current National Environmental Laboratory Accreditation Conference (NELAC) or National Environmental laboratory Accreditation program (NELAP) certificate. For Water, the laboratory performing analysis must hold a valid CALA or SCC license. For Soil, the laboratory must hold valid CALA Accreditation. **Laboratories must also hold a current CFIA Soil import permit with exporter designation for All Countries. A copy of the Accreditation Certificate/Soil import permit must be provided for record keeping (The laboratories must maintain those Accreditations and permits for the duration of the contract).**
  - iv. The accreditations and certifications must be maintained for the duration of the contract and will be reviewed annually to confirm compliance. If at any time the vendor loses any of the required certifications or accreditations listed in this document all work on any active Task Authorisation must halt and the Technical Authority and the Contracting Authority must be informed.
- b. The contractor and/or subcontractor must successfully maintain certification in all the Industrial Hygiene (IH) Proficiency Analytical Testing (PAT) categories in the AIHA or the other accreditations and proficiency organizations identified above in paragraph 8A (PALCAN, CALA, NELAP, or other equivalent certification).

IH Program PATs:

- i. Metals
- ii. Solvents



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- iii. Crystalline silica
  - iv. Asbestos/fibers
- c. The contractor and/or subcontractor must successfully maintain certification in the following Environmental Lead Proficiency Analytical Testing Program (ELPAT):

Lead (EL) Program PATs:

- i. Lead in air
  - ii. Lead in wipes
- d. The contractor and/or subcontractor must successfully maintain certification in the Bulk Asbestos Proficiency Analytical Testing (BAPAT) Program.
- e. These testing programs must be maintained for the duration of the contract and will be reviewed annually to confirm compliance.

## 9) SHIPPING

- a. DND will ship all media samples to a vendor location within Canada. If one or more of the laboratories performing the testing and analysis is located outside of Canada the vendor is responsible for shipping the samples to those laboratories and supplying all required permits and authorisation to transport the samples across the border.
- b. When media is shipped to the DND locations the media must meet cold chain shipping standards. (<https://dr6j45jk9xcmk.cloudfront.net/documents/1162/89-handling-of-drinking-water-samples-en.pdf>) ( <http://www.ocpinfo.com/regulations-standards/policies-guidelines/cold-chain/> ) If the vendor transfers samples between locations it must maintain cold chain shipping standards.
- c. The delivery location of the media will be specified in each task authorisation. All potential locations are listed in Annex D.

## 10) WORK LOCATION

- a. The media creation and analysis will be performed at the Contractor's laboratories.

## 11) MEETINGS

- a. Site visits: Will be done on an as needed basis at the request of the Technical Authority. The site visit will occur within one week of the request from DND at a date agreed upon by the Technical Authority and the vendor. The vendor will provide a laboratory manager to escort the Technical Authority during the review of the laboratory and to respond to any information requests.
- b. The vendors point of contact must be available by phone between 0800 EST and 1600 PST Monday to Friday.

## 12) OPTIONAL WORK



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- a. During the period of the contract new media and analysis not currently listed in Annex B may be required. In the event that Canada has a requirement for additional media and tests be added to Annex B it will submit a request for quote to the Contractor for the Media Costs, Analysis Costs and Urgent Analysis Costs. The Contractor will submit its best price, matching the lowest price offered to its preferred clients. Price support consisting of previous invoices or published price lists will be included with the quote. Additional information may be requested during the review of the quote. If Canada accepts the quote the contract will be amended to update Annex B and include the new rates in the Basis of Payment.



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

See Annex B



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### ANNEX C - DND 626 TASK AUTHORIZATION FORM

National Defence / Défense nationale		TASK AUTHORIZATION / AUTORISATION DES TÂCHES	
All invoices/progress claims must show the reference Contract and Task numbers. Toutes les factures doivent indiquer les numéros du contrat et de la tâche.		Contract no. - N° du contrat	
		Task no. - N° de la tâche	
Amendment no. - N° de la modification	Increase/Decrease - Augmentation/Réduction	Previous value - Valeur précédente	
To - À	<p><b>TO THE CONTRACTOR</b></p> <p>You are requested to supply the following services in accordance with the terms of the above reference contract. Only services included in the contract shall be supplied against this task. Please advise the undersigned if the completion date cannot be met. Invoices/progress claims shall be prepared in accordance with the instructions set out in the contract.</p> <p><b>À L'ENTREPRENEUR</b></p> <p>Vous êtes prié de fournir les services suivants en conformité des termes du contrat mentionné ci-dessus. Seuls les services mentionnés dans le contrat doivent être fournis à l'appui de cette demande. Prière d'aviser le signataire si la livraison ne peut se faire dans les délais prescrits. Les factures doivent être établies selon les instructions énoncées dans le contrat.</p>		
Delivery location - Expédié à	Date _____ for the Department of National Defence / pour le ministère de la Défense nationale		
Delivery/Completion date - Date de livraison/d'achèvement			
Contract item no. / N° d'article du contrat	Services	Cost / Prix	
		GST/HST / TPS/TVH	
		Total	
<p><b>APPLICABLE ONLY TO PWGSC CONTRACTS:</b> The Contract Authority signature is required when the total value of the DND 626 exceeds the threshold specified in the contract.</p> <p><b>NE S'APPLIQUE QU'ÀUX CONTRATS DE TPSGC :</b> La signature de l'autorité contractante est requise lorsque la valeur totale du formulaire DND 626 est supérieure au seuil précisé dans le contrat.</p>			
<p>for the Department of Public Works and Government Services / pour le ministère des Travaux publics et services gouvernementaux</p>			

DND 626 (01-05)

Design: Forms Management 989-4252  
Conception: Gestion des formulaires 993-4262

**ANNEX D – DELIVERY ADDRESSES**

<b>Preventive Medicine Office - Bureau de médecine préventive</b>	<b>"Street Address" of Unit - adresse d'unité</b>
1 CF HSG HQ (Det Esquimalt)	1200 Colville Road Victoria, BC V9A 7N2
CF H SVCS C (P) Esquimalt	1200 Colville Road Victoria, BC V9A 7N2
21 CF H SVCS C (Comox)	309 Heritage Blvd Lazo, BC V0R 2K0
1 CF HSG HQ (Edmonton)	Bldg 181, Church Hill Ave, Edmonton, AB, T5J 4J5
1 FD AMB (Edmonton)	1 Field Ambulance 175 Rhine Road, Namao, AB, TOA 2N0
1 FD AMB (Det Suffield)	80 Valenciennes Rd, Ralston, AB, T0J 2N0
12 CF H SVCS C (Wainwright)	12 CF Health Services Centre, Bldg 633 Perimeter Rd, Denwood, AB, T0B 1B0
22 CF H SVCS C (Cold Lake)	22 Health Services Centre Bldg # 69 Kingsway Cold Lake AB T9M 2C6
11 CF H SVCS C (Shilo)	11 CF Health Services Center Bldg L-158 Engineer Road, Shilo, MB, R0K 2A0
CF H SVCS GP HQ (Det Winnipeg - 1 CAD)	CF H Svcs Gp HQ Det Winnipeg Building #25 Air Force Way 17 Wing Winnipeg Winnipeg, MB R3J 3Y5
23 CF H SVCS C (Winnipeg)	715 Wihuri Road, Winnipeg, MB R3J 3Y5
4 CF HSG HQ (Det Toronto)	1 Yukon Lane, Toronto, ON, M3K 0A1 (Denison III Armoury)
32 CF H SVCS C (Toronto)	1 Yukon Lane, Toronto, ON, M3K 0A1 (Denison III Armoury)
31 CF H SVCS C (Borden)	641 Cambrai Road, Bldg P-210, Borden ON, L0M 1C0
31 CF H SVCS C (Det North Bay)	95 Manston Crescent, Hornell Heights, ON P0H 1P0
CF H SVCS TC (Borden)	CF Health Services Training Centre 30 Ortona Road - Bldg 0-166 Borden ON L0M 1C0
24 CF H SVCS C (Trenton)	50 Yukon St. Astra, ON K0K 3W0
CANSOFCOM (Trenton)	50 Yulon St, Astra, ON, K0K 3W0



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2 FD AMB (Petawawa)	250 Somme Rd. Bldg N-109 Petawawa, ON, K8H 2X3	
1 CDN FD HOSP (Petawawa)	147 Flanders Row, Bldg BB-104 Petawawa, On K8H 2X3	
CANSOFCOM (Petawawa)	46 Centurion Rd, Bldg Z-123, Petawawa, ON, K8H 2X3	
CF H SVCS C (Ottawa)	713 Montreal Rd Ottawa, ON	K1K OT2
CF HSG HQ (Ottawa) - MOSID ADVISOR - OEH PMED TECH - CDCP PMED TECH - OP QA/QC TECH	3500 Carling Ave, Nepean, ON K2H 8E9	
CF HSG HQ (Ottawa) - J2-2-1 (G2 MED INT)	3500 Carling Ave, Nepean, ON K2H 8E9	
CF HSG HQ (Ottawa) - DHHAT	3500 Carling Ave, Nepean, ON K2H 8E9)	
33 CF H SVCS C (Kingston)	26 Somme Ave, Bldg ME-40, Kingston ON K7K 7B4	
4 CF HSG HQ (Montreal)	6560 Rue Hochelaga Bâtisse L-126 Montréal, QC, H1N 3R2	
41 C SVC S FC / 41 CF H SVCS C (St Jean)	25 Chemin du Grand Bernier Sud, Saint - Jean sur le Richelieu, QC, J0J 1R0	
25 C SVC S FC / 25 CF H SVCS (Bagotville)	66 rue Montréal, Allouette, QC G0V 1A0	
5 AMB C / 5 FD AMB (Valcartier)	143 rue Bouchard, courceltte, QC G0A 4Z0	
42 CF H SVCS C (Gagetown)	Bldg A-47 Champlain Ave Oromocto, NB E2V 4J5	
26 CF H SVCS C (Greenwood)	266 Administration Dr. Greenwood NS B0P1N0	
4 CF HSG HQ (Det Halifax)	2720 Provo Wallis Drive Halifax NS	B3K 5X5
CF H SVCS C(A) (Halifax)	2685 Sextant Lane Halifax NS	B3K 5X5



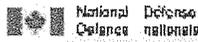
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### ANNEX E – SAMPLE SHIPPING DOCUMENTS FOR TRACKING ENVIRONMENTAL SAMPLES



CF Environmental Sample Custody Form  
Formulaire de garde des échantillons environnementaux des FC



CF008727

#### Section 1 – Field Information/Information terrain

CLIENT	OPERATION/OPERATION	LOCATION/SITE	PROJECT/PROJET
CITY/TOWN/VILLE/LOCALITE	POSITION	TELEPHONE/TELÉPHONE	MAP/COORDONÉES

#### Section 2 – Sample Information/Information sur l'échantillon (UNCLASSIFIED INFO ONLY/NON-CLASSIFIÉ SEULEMENT)

CONTAINER/RECIPIENT	VOLUME	<input type="checkbox"/> mL <input type="checkbox"/> m <sup>3</sup>	COORDINATES/COORDONÉES
---------------------	--------	--	------------------------

DJ M YA	FIELD NO./NO DE L'ÉCHANTILLON	OPERATION/OPERATION
INSTRUMENT/INSTRUMENT	PRESERVATIVE/PRESERVATIF	<input type="checkbox"/> COMPOSITE/COMPO <input type="checkbox"/> SUB-SAMPLE/L'ÉCH. MOINS ÉCH. MOINS <input type="checkbox"/> SUB-RECORD/RECORDILLON
<input type="checkbox"/> NONE/AUCUN	HAZARD WARNING/TÉLÉPHONÉE EN GARDE	<input type="checkbox"/> RADIATION

SAMPLE CUSTODY SEAL - HIGH COMPLIANCE IF SEAL IS BROKEN  
SCÉAU DE SÉCURITÉ - ÉCHANTILLON COMPROMIS SI LE SCÉAU EST BRISÉ

#### Section 3 – Analytical Request/Demande d'analyse

<input type="checkbox"/> INORGANIC ANAL/ANALYSE INORGANIQUE	<input type="checkbox"/> VOC/COV	<input type="checkbox"/> PM10	OTHER/AUTRE
<input type="checkbox"/> METALS/MÉTALLS	<input type="checkbox"/> PARTICULATES/PARTICULES	<input type="checkbox"/> ASBESTOS/AMIANTE	
<input type="checkbox"/> DIBENZO/PURIFICATION/ES/PURINES	<input type="checkbox"/> NH <sub>3</sub> <input type="checkbox"/> RESP	<input type="checkbox"/> RADIOLOGICAL/RADIOLOGIQUE	
<input type="checkbox"/> PESTICIDES/PESTICIDES	<input type="checkbox"/> SILICA, CRYSTALINE	<input type="checkbox"/> ALPHA <input type="checkbox"/> BETA <input type="checkbox"/> GAMMA	
<input type="checkbox"/> OTHER/AUTRE			

FIELD COMMENTS/COMMENTAIRES

REFRIGERATE/REFRIGÉRER  
 FREEZE/CONGÉLER

#### Section 4 – Sample Acceptance/Réception de l'échantillon (FOR LAB USE ONLY/L'US. SEULEMENT)

<input type="checkbox"/> DATED/SEAL, UNDAUNTED/INTACT DE SÉCURITÉ INTACT		<input type="checkbox"/> SAMPLE CONFORMS TO IDENTIFIERS DE L'ÉCHANTILLON		RECEIPT NO./NO DE REQUÊTE	
ACTION	MOVEMENT/COMPLIANCE/FEUILLE DE ROUTE	RELEASED/INACT/ENVOYÉ/TRANSMISSE (NON ET D'AG)	ACCEPTED/NAME & CONC/REÇU (NOM ET CONC)	SIGNATURE	DJ M YA
INITIALS/INITIALES	DST. W/PCPS/EST	BY/INITIALES/EST	DISPOSAL/INITIALES/EST	DISPOSAL/METHOD/EST	
DISPOSAL/OP/NAME	SIGNATURE	ORGANIZATION/ORGANISATION	DJ M YA		

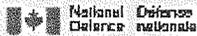
DISTRIBUTION LIST/LISTE DE DISTRIBUTION

COPY 1 & 2 - LABORATORY/COPY 1 & 2 - LABORATOIRE COPY 3 - ORGANIZATION/COPY 3 - ORGANISATION D'OP COPY 4 - SAMPLE COLLECTOR/COPY 4 - ÉCHANTILLONNAGEUR

NO 2316 SEE INSTRUCTIONS ON THE BACK - VOIR LES INSTRUCTIONS AU VERSO



AFC008251



CF Environmental Air Sampling Form  
Formulaire des échantillons environnementaux (Air) des FC

Section 1 - General Information/Information générale

DATE	OFFICIAL/SYMBOL/NO. (OFFICIEL/SYMBOL/NO.)	POSITION	TELEPHONE	LOCKED
OPERATION		PROJECT/PROJET	LOCATION/SITE	COORDINATES/COORDONÉES

Section 2 - Sampling Information/Information sur l'échantillonnage

SAMPLING METHOD/TYPE D'ÉCHANTILLONNAGE <input type="checkbox"/> MANUAL <input type="checkbox"/> AIRCON <input type="checkbox"/> BUARE <input type="checkbox"/> F8181 <input type="checkbox"/> OTHER/AUTRE			PUMP SERIAL NO./NO. DE SÉRIE POMPE
SAMPLE TYPE/TYPE D'ÉCHANTILLON <input type="checkbox"/> AREA <input type="checkbox"/> PERSONNEL		SAMPLE MEDIA/MÉDIA DE COLLECTION <input type="checkbox"/> FIELD BLANK	
REFRIGERATION <input type="checkbox"/> YES/OUI <input type="checkbox"/> NO/NON			
START TIME/HORAIRE AU DÉBUT	END TIME/HORAIRE À LA FIN	DURATION/DURÉE	VOLUME (DURATION x AVERAGE FLOW RATE) (DURÉE x DÉBIT MOYEN)
INITIAL FLOW RATE/DÉBIT INITIAL	END FLOW RATE/DÉBIT FINAL	AVERAGE FLOW RATE/DÉBIT MOYEN	
FIELD COMMENTS & SKETCHES/COMMENTAIRES & ILLUSTRATIONS			



Section 3 - Analytical Request/Demande d'analyse

<input type="checkbox"/> RADON	<input type="checkbox"/> METALS/MÉTALUX	<input type="checkbox"/> ELEMENTAL CARBON/CARBONE ÉLÉMENTAL	<input type="checkbox"/> VOC/COV
<input type="checkbox"/> PM2.5	<input type="checkbox"/> MERCURY/MERCURE	<input type="checkbox"/> POPS/POPC	<input type="checkbox"/> BAK/MAPL
<input type="checkbox"/> PARTICULATES/PARTICULES	<input type="checkbox"/> O3/3, O3 CRYSTALLINE	<input type="checkbox"/> ACETALDEHYDES	<input type="checkbox"/> RADIOLOGICAL/RADIOLOGIQUE
<input type="checkbox"/> NH3	<input type="checkbox"/> H2SP	<input type="checkbox"/> ASBESTOS/AMIANTE	<input type="checkbox"/> 1-3 BUTADIENE
<input type="checkbox"/> OTHER/AUTRE			<input type="checkbox"/> ALPHA <input type="checkbox"/> BETA <input type="checkbox"/> GAMMA

DISTRIBUTION LIST/LISTE DE DISTRIBUTION:  
COPY 1 - LAB/COPY 2 - LAB/COPY 3 - DATA COPY 4 - SAMPLE COLLECTOR/COPY 5 - SHIPMENT

010127