



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

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

**11 Laurier St./ 11, rue Laurier  
Place du Portage, Phase III  
Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**Request For a Standing Offer  
Demande d'offre à commandes**

National Individual Standing Offer (NISO)

Offre à commandes individuelle nationale (OCIN)

Canada, as represented by the Minister of Public Works and  
Government Services Canada, hereby requests a Standing Offer  
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et  
Services Gouvernementaux Canada, autorise par la présente,  
une offre à commandes au nom des utilisateurs identifiés  
énumérés ci-après.

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Maintenance & Professional Consulting Services Division  
(FK)

11 Laurier St./ 11, rue Laurier  
3C2, Place du Portage, Phase III  
Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> National Standing Offer-Lab. Servic	
<b>Solicitation No. - N° de l'invitation</b> EN438-171098/A	<b>Date</b> 2017-12-06
<b>Client Reference No. - N° de référence du client</b> 20171098	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$FK-301-73894
<b>File No. - N° de dossier</b> fk301.EN438-171098	<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 2018-01-15</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>Delivery Required - Livraison exigée</b> See Herein	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ruest, Stéfan	<b>Buyer Id - Id de l'acheteur</b> fk301
<b>Telephone No. - N° de téléphone</b> (873)469-3950 ( )	<b>FAX No. - N° de FAX</b> (819)956-3600
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA National Capital Area (Gatineau) Phase III, Place du portage 11 Laurier Street OTTAWA Ontario K1A0S5 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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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**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, if applicable, and the basis of selection;  |
| Part 5 | Certifications: includes the certifications to be provided;   |
| Part 6 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Financial Offer.

**1.2 Summary**

**Request for Standing Offer**

This is a solicitation to request Standing Offers (SO). A SO is not a contract and does not commit PWGSC to procure or contract for any services. Any resulting SO constitutes an Offer made by an Offeror for the provision of certain Services to Canada at prearranged prices or a prearranged pricing basis, under set terms and conditions, that is open for acceptance by Identified User on behalf of Canada during a specified period of time.

A separate contract is formed each time a call-up for the provision of Services is made against a SO. Canada's liability will be limited to the actual value of the call-ups made by the duly authorized Identified User within the period specified in the call-up.

**Requirement**

A National Individual Standing Offer is required to provide reproducible, precise, accurate, timely and state-of-the-art analysis on environmental quality samples on a National basis. Analysis of trace levels of organic, inorganic, bacteriological and/or physical parameters must be performed in various media including (but not limited to): sediment, soil, water (fresh and marine), sediment, and soil vapor, and air.

The requirement is for the Real Property Branch of Public Works and Government Services Canada-

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The Contractor must perform laboratory analytical services as described in Annex A, Statement of Work.

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

The Contractor must obtain and maintain all appropriate permits, licenses, certificates of Approval and accreditations. If any accreditation is revoked the Contractor must advise the Project Authority immediately.

The Contractor must participate in, at its own expense, Quality Assurance programs and proficiency tests, in accordance with industry best practices. The Contractor must provide to the Project Authority all the results, quality records, reports and correspondences in connection with the studies upon request and at no cost to the Project Authority.

**1.2.1** The intent of this RFSO will result in three (3) National Individual Standing Offers (NISO) valid for 5 years.

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

**1.2.3 "The Phased Bid Compliance Process applies to this requirement."**

**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.

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**PART 2 - OFFEROR INSTRUCTIONS**

**2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 (2017-04-27) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

- (a) The text under Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred eighty (180) days

**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.

Due to the nature of the solicitation, transmission of offers by facsimile to Public Works and Government Services Canada is not considered to be practical and therefore will not be accepted.

**2.3 Former Public Servant**

Contracts with 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.

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"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 ( )**

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 the Applicable Taxes.

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

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

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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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies 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 the province or territory where the work is performed. 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 (2 hard copies)

Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, offerors should:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- (b) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

**Section I: Technical Offer**

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

**Section II: Financial Offer**

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

**Section III: Certifications**

Offerors must submit the certifications required under Part 5.

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**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 Offer including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) Canada will use the Phased Bid Compliance Process described below.

**4.1.1 Phased Bid Compliance Process**

4.1.1.1 General

- a) Canada is conducting the Phased Bid Compliance Process described below for this requirement.
- b) Notwithstanding any review by Canada at Phase I or II of the Phased Bid Compliance Process, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by a Offeror to any communication from Canada.

THE OFFEROR ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PHASED BID COMPLIANCE PROCESS ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE OFFER IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE OFFER HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A OFFER TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE OFFEROR ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS OFFER RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS OFFER NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- c) Without prejudice to its other rights, Canada shall have the right, in its absolute discretion, but shall not be obliged, to request and accept any time, before or after the solicitation closing date, and consider as part of the Offer, any document and materials from Offerors to clarify the Offer or to correct deficiencies or errors in the Offer that are not significant in Canada's absolute discretion, including all matters of form or error in computation or failure to confirm by signing or similarly verifying acceptance. This shall not limit Canada's right to request or accept any information after the offer solicitation closing in circumstances where the offer solicitation expressly provides for this right.
- d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2017-04-27) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after offer solicitation closing in circumstances where the offer solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed

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received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2

Phase I: Financial Offer

a) After the closing date and time of this offer solicitation, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the offer solicitation to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is responsive to all solicitation requirements.

b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

c) If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the offer solicitation to be included in the Financial Offer, then the Offer will be considered non-responsive and will be given no further consideration.

d) For Offers other than those described in c), Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. A Offeror, whose Financial Offer has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.

e) The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

f) In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

g) Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Offer as is permitted above, and will be used for the remainder of the offer evaluation process.

h) Canada will determine whether the Financial Offer is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.

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i) Only Offers found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Offer

a) Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the Phased Offer Compliance Process. Mandatory technical criteria that are not identified in the solicitation as being subject to the Phased Offer Compliance Process, will not be evaluated until Phase III.

b) Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. A Offeror whose Offer has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found responsive to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.

c) A Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

d) The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.

e) The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation.

f) Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Offer as is permitted in this Section.

g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer, but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be

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assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.

h) Canada will determine whether the Offer is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-responsive and will receive no further consideration.

i) Only Offers found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Offer

a) In Phase III, Canada will complete the evaluation of all Offers found responsive to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the offer solicitation including the technical and financial evaluation criteria.

b) An Offer is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

**4.1.2 Technical Evaluation**

**4.1.2.1 Mandatory Technical Criteria**

The Offerors must submit, with its technical proposal, a copy of all required certification.

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

Table 1		
MT1 – Licenses		
Number	Mandatory Technical Criterion	Offer Preparation Instructions
MT1.1	The Offeror's Laboratory is in possession of all valid licenses and certifications in accordance to the applicable Federal and Provincial standards and regulations required to perform all services as outlined within this RFSO.	The Offeror must submit their Standards Council of Canada (SCC) and/or Canadian Association for Laboratory Accreditation Inc. (CALA) certificates.

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Table 2		
MT2 – CALA / SCC Certification and Scope of Accreditation		
Number	Mandatory Technical Criterion	Offer Preparation Instructions
MT2.1	<p>Offerors must hold environmental analysis accreditation by the Canadian Association for Laboratory Accreditation (CALA) for Environmental Analysis or Standards Council of Canada (SCC) Accredited Testing Laboratory (ISO / IEC 17025).</p> <p>For Laboratories located in the United States, should the Offeror only have US EPA Certification and not the CALA/SCC Certification or the Standards Council of Canada Accredited Testing Laboratory (ISO / IEC 17025), this will be acceptable provided that the laboratory meets the detection limits to meet the regulations cited within the Statement of Work at Annex A.</p>	<p>The Offeror must submit a copy of the accreditation.</p>

Table 3		
MT3 – Laboratory Standards		
Number	Mandatory Technical Criterion	Offer Preparation Instructions
MT3.1	<p>The Offeror must meet or exceed Federal and Provincial, (or other environmental regulatory bodies) methods and means for analytical methods of testing.</p>	<p>The Offeror must demonstrate how they meet this criteria in offer.</p> <p>Offeror must submit past projects that demonstrate this criteria</p>

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**4.1 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers and meet all Mandatory Technical evaluation criteria to be declared responsive.

The responsive offers with the 3 lowest evaluated price will be recommended for issuance of a standing offers.

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**PART 5 - CERTIFICATIONS**

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default, if any certification is found to be untrue whether 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 with this request will also render the Offer non-responsive or may result in the setting aside of the Standing Offer or will constitute a default under the Contract.

**5.1 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.

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

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

**5.1.2 Integrity Provisions – Required Documentation**

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

**5.1.3 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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) 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.

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

**6A STANDING OFFER**

**6A.1 Offer**

**6A.1.1** The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

**6A.2 Security Requirement**

**6A.2.1**

There is no security requirement applicable to this Standing Offer.

**6A.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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**6A.3.1 General Conditions**

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services apply to and form part of this Standing Offer.

**6A.3.2 Standing Offer 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 "A." 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: (may be revised prior to issuance of Standing Offer)

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.

**6A.4 Term of Standing Offer**

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**6A.4.1 Period of Standing Offer**

The period for making call-ups against the Standing Offer is from \_\_\_\_\_ to \_\_\_\_\_.

**6A.5 Authorities**

**6A.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Stefan Ruest  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Real Property Contracting Directorate  
11 Laurier Street  
Gatineau, Quebec, Canada  
K1A 0S5

Telephone: (873) 469-3950  
Facsimile: (819) 956-3600  
E-mail address: Stefan.ruest@tpsgc-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.

**6A.5.2 Project Authority**

The Project Authority for the Standing Offer is: *(to be filled in at issuance of the standing offer)*

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

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

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.

**6A.5.3 Offeror's Representative**

Name: \_\_\_\_\_  
Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
E-mail address: \_\_\_\_\_ (

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**6A.6 Proactive Disclosure of Contracts with Former Public Servants** *(delete clause prior to issuance of standing offer if not applicable)*

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.

**6A.7 Identified Users**

The Identified User authority to make call-ups against the Standing Offer is: The National Center of Expertise and regional managers/coordinators involved with contaminated sites within Public Works and Government Services Canada.

**6A.8 Call-up Procedures** *(at the award of Standing Offer, choose 1 that is applicable and delete other clause that is not applicable at award of SO).*

*For 3 or 2 Standing Offers issued the right of first refusal ranking methodology will be used.*

The PWGSC Project Authority will establish the Scope of Services to be performed at the time of the call-up based on the pre-established rates identified in Basis of Payment.

- 1) The highest ranked Offeror shall be given first consideration.
- 2) Should that Offeror be deemed unable to carry out the proposed services due to the required time frame, the second ranked Offeror would be approached.
- 3) Should 2nd ranked Offeror be deemed unable to carry out the proposed services due to the required time frame, the 3rd ranked Offeror would be approached.

*For 1 Standing Offer issued*

The PWGSC Project Authority will establish the Scope of Services to be performed under each individual Call-up based on the pre-established rates identified in Basis of Payment.

**6A.9 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version) or

An equivalent form or electronic call-up document which contains at a minimum the following information:

- standing offer number;
- statement that incorporates the terms and conditions of the Standing Offer;
- description and unit price for each line item;
- total value of the call-up;
- point of delivery;
- confirmation that funds are available under section 32 of the Financial Administration Act;

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- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

**6A.10 Limitation of Call-ups**

The Identified User will issue individual call-ups against the Standing Offer up to \$400,000.00 (Applicable Taxes, Fees and related disbursements included). The Standing Offer Authority may issue call-ups above \$400,000.

**6A.11 Priority of Documents**

If there is a discrepancy between the wording of any documents which appear on the list, the wording of the document which first appears on the list has priority over the wording of any document which 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 (2017-06-21), General Conditions -Standing Offers - Goods or Services;
- (d) the General Conditions 2035 (2016-04-04), General Conditions - Higher Complexity - Services
- (e) Annex "A" - Statement of Work;
- (f) Annex "B" -Basis of Payment;
- (g) the Offeror's offer (*Date inserted at issuance of Standing Offer*)

**6A.12 Certifications**

**6A.12.1 Compliance**

Compliance with the certifications and related documentation provided by the Offeror is a condition of authorization of the Standing Offer and subject to verification by Canada during the term of the Standing Offer and of any resulting contract that would continue beyond the period of the Standing Offer. In the event that the Offeror does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

**6A.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 the province or territory where the work is performed.

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**6B. 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.

**6B.1 Statement of Work**

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

**6B.2 Standard Clauses and Conditions**

**6B.2.1 General Conditions - Services**

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

The text under Subsection 4 of Section 41 - Code of Conduct and Certifications - Contract of 2035 referenced above is replaced by:

During the entire period of the Standing Offer and any call-ups made against the Standing Offer, the Offeror must diligently update, by written notice to the Standing Offer Authority, the list of names of all individuals who are directors of the Offeror whenever there is a change. As well, whenever requested by Canada, the Offeror must provide the corresponding Consent Forms.

**6B.3 Term of Contract**

**6B.3.1 Period of Contract**

The Work must be completed in accordance with the call-up against the Standing Offer.

**6B.4 Proactive Disclosure of Contracts with Former Public Servants** (*delete clause prior to issuance of standing offer if not applicable*)

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.

**6B.5 Payment**

**6B.5.1 Basis of Payment**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. 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;
- b. all such documents have been verified by Canada; and
- c. The Work delivered has been accepted by Canada.

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**6B.5.2 Terms of Payment**

H1008C (2008-05-12) – Monthly Payment

**6B.5.3 SACC Manual Clauses**

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

**6B.6 Invoicing Instructions**

The Contractor must submit invoices in accordance with the Section 12, entitled “Invoice Submission” of the 2035 General Conditions - Services. Invoices cannot be submitted until all work identified in the invoice is completed.

**6B.7 Insurance**

**6B.7.1 Insurance Requirements**

The Contractor must comply with the insurance requirements specified in the following **article 7B.6.2 Commercial General Liability Insurance**. 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. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

**6B.7.2 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.

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- (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) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (m) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (n) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (m) Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- (o) All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- (p) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

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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.

**6B.7.3 Errors and Omissions Liability Insurance**

G2002C Assurance responsabilité contre les erreurs et les omissions

## **ANNEX A**

### **STATEMENT OF WORK**

#### **OBJECTIVE**

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

#### **CONTRACTOR RESPONSIBILITIES**

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

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

The Contractor must obtain and maintain all appropriate permits, licences, certificates of Approval and accreditations for the applicable province/territory. If any accreditation is revoked the Contractor must advise the Project Authority immediately.

The Contractor must participate in, at its own expense, Quality Assurance programs and proficiency tests, in accordance with industry best practices. The Contractor must provide to the Project Authority all the results, quality records, reports and correspondences in connection with the studies upon request and at no cost to the Project Authority.

#### **CONTROL OF SAMPLES**

The Contractor must promptly notify the Project Authority if any samples are damaged, spoiled, mixed-up, discarded, mis-analyzed, exceed holding times, lost, or otherwise unable to be analyzed for the intended purpose.

Any cost resulting from retesting that is required as a result of Offeror damage or adulteration to samples during handling and storage will be the responsibility of the Offeror.

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

#### **SAMPLE ANALYSES REQUIREMENT**

##### **Handling**

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

The Contractor must ensure that the site names and numbers on the sample containers correspond to those on the submission sheet; inspect sample containers to ensure all samples have been received in good condition, and measure and record internal cooler temperature on arrival. These recordings must become part of the

analytical report. All discrepancies or problems with sample condition must be reported to the Project Authority immediately.

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

Disposal, if required, of all samples is the responsibility of the Offeror and must be in accordance with Federal, Provincial, territorial and Municipal Environmental Safety Regulations and Legislation.

### **Consumables**

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

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

### **Transportation**

The Offeror will provide transportation of the sample containers and necessary and requested sampling or preservation supplies to the location specified by the Government of Canada except in those instances where pick up arrangements are made. Return shipping will be the responsibility of the Offeror except in those instances where delivery arrangements are made.

### **Storage**

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

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

### **Reporting**

#### **Data Reporting**

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

#### **Document and Data Control**

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

#### **Control of Quality Records**

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

### **Standard of Work**

All work, referred to above, must be performed in accordance with all codes of Federal, Provincial, Territorial, or Municipal application provided that in any case of conflict or discrepancy, the more stringent requirement will apply.

### **Turnaround Times (TAT) and Surcharges**

The Contractor must provide, on an as and when required basis, 8 hours, 1 Day, 2 Day, 3 Day and 5 Day (Routine) TATs and Legal Analysis.

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

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

**8 hour Turnaround Time** - the Contractor must report the results to the Project Authority by email within 8 hours from receipt of sample. The Project Authority may grant time extensions on a case by case basis; this must be approved in writing, in advance, by the Project Authority.

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

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

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

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

## APPENDIX A

### Drinking Water Analysis Package

*Including but not limited to:*

#### **General Chemistry**

Alkalinity, Total  
Chloride  
Colour  
Conductivity  
Fluoride  
Hardness  
Nitrate  
Nitrite  
pH  
Solids, Total Dissolved  
Sulphate  
Turbidity

#### **Microbiology**

Total Coliform and E.coli

#### **Total Metals**

Aluminum  
Antimony  
Arsenic  
Barium  
Boron  
Cadmium  
Calcium  
Chromium  
Cobalt  
Copper  
Iron  
Lead  
Magnesium  
Manganese  
Molybdenum  
Mercury  
Nickel  
Potassium  
Selenium  
Silver  
Sodium  
Sulfur  
Uranium  
Vanadium  
Zinc

### Bacteriological

*Including but not limited to*

<b>Parameter</b>	<b>Water</b>	<b>Soil/sediment</b>
Total coliforms		
Fecal coliforms		
E.coli		
Heterotrophic Plate Count (HPC)		
Legionella		

### Inorganics and General Chemistry

*Including but not limited to*

<b>Parameter</b>	<b>Water</b>	<b>Soil/sediment</b>
Acidity		
Alkalinity		
Ammonia		
Bromide		
Carbon, Total		
Carbon, Total Organic (TOC)		
Carbon, Total Inorganic (TIC)		
Carbon, Dissolved Organic		
Carbon, Dissolved Inorganic		
Chloride		
Conductivity		
Cyanide, SAD		
Cyanide, WAD		
Flouride		
Hardness		
Moisture content		
Nitrogen dissolved (NO <sub>3</sub> )		
Nitrogen (NO <sub>2</sub> )		

Nitrogen, Total		
Nitrate and Nitrite		
pH		
Phenols, Total		
Phosphorus, Total		
Phosphorus, Ortho		
Salinity		
Solids, Total		
Solids, Total Suspended (TSS)		
Solids, Total Dissolved (TDS)		
Sulphate		
Sulphide		
Turbidity		

**Metals**

*Including but not limited to*

<b>Parameter</b>	<b>Water</b>	<b>Soil/sediment</b>
Metals Scan		
Aluminum		
Antimony		
Arsenic		
Barium		
Beryllium		
Bismuth		
Boron		
Cadmium		
Calcium		
Chromium		
Chromium III		

Chromium, Total		
Cr6+		
(Hexavalent		
Chromium)		
Cobalt		
Copper		
Iron		
Lead		
Magnesium		
Manganese		
Mercury		
Methyl Mercury		
(Me Hg)		
Molybdenum		
Nickel		
Phosphorous		
Potassium		
Selenium		
Silicon		
Silver		
Sodium		
Strontium		
Sulphur		
Thallium		
Tin		
Titanium		
Uranium		
Vanadium		
Zinc		
Zirconium		

## Organics

*Including but not limited to*

<b>Parameter</b>	<b>Water</b>	<b>Soil/sediment</b>
Chlorobenzenes		
Chlorophenols		
Chlorophenols –		
Pentachlorophenol (PCP)		
Dioxins / Furans		
Glycol Scan *		
Herbicides, Phenoxy Acid		
Polychlorinated Biphenyls, Aroclor**		
Polychlorinated Biphenyls, Congener***		
Polybrominated Diphenyl Ethers (PBDEs)		
Perflourinated Carbon Compounds (PFC)		
Perfluorooctanoic Acid (PFOA)		
Perfluorooctane Sulfonate (PFOS)		
Bisphenyl A		
Pesticides, Organochlorine		
Pesticides, Organophosphorous		

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

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

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

### Hydrocarbons

*Including but not limited to*

Parameter	Water	Soil/sediment
BTEX, CCME		
BTEX/VPH (C6- C10) + Styrene, F1		
F2 – F4		
F4		
LEPH / HEPH (CSR)		
MTDB		
Oil & Grease		
Polycyclic Aromatic Hydrocarbons (PAH)*		
Volatile Organic Compounds (VOC)		
VPH (CSR)		

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

### Soil Vapour Samples

*Including but not limited to*

BTEX  
BTEX (with fractions)  
Drycleaning Compounds  
Polycyclic Aromatic  
Hydrocarbons (PAH)  
TVOC BCWLAP  
TVOC CCME  
TVOC BCWLAP + CCME

### **Bioassay Tests**

*Including but not limited to*

Biological Test Method: Fertilization Assay Using Echinoids (Sea Urchins and Sand Dollars) EPS 1/RM/27

Biological Test Method: Reference Method for Determining Acute Lethality of Sediment to Marine or Estuarine Amphipods EPS1/RM/35

Biological Test Method: Reference Method for Determining the Toxicity of Sediment Using Luminescent Bacteria in a Solid- Phase Test EPS 1/RM/42

Reference Method for Measuring the Toxicity of Contaminated Sediment to Embryos and Larvae of Echinoids (Sea Urchins or Sand Dollars) 1/RM/58

### **Water and Waste Water**

*Including but not limited to*

Physical (pH, hardness, conductivity, alkalinity, TSS)

Microbiology (total coliforms, E. Coli, fecal coliforms, fecal streptococcus, chemical oxygen demand, biochemical oxygen demand)

Major Ions

Nutrients (chemical oxygen on demand, dissolved organic carbon, total organic carbon, ammonia, orthophosphate, total phosphorous, dissolved phosphorous, pesticides and petroleum-based compounds)

## ANNEX B

### BASIS OF PAYMENT

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

The Contractor must provide all-inclusive firm prices (in Canadian funds including overhead, profit, and all related costs including transportation) for complete 5 Day (Routine) Analysis packages as outlined below and detailed in Annex A, Statement of Work:

### Analytical Packages

Table 1

Laboratory Analysis Categories:	Year 1 All-inclusive Price	Year 2 All-inclusive Price	Year 3 All-inclusive Price	Year 4 All-inclusive Price	Year 5 All-inclusive Price
Water and wastewater					
Drinking Water Analysis Package					
Bacteriological					
Inorganics and General Chemistry					
Metals					
Organics					
Hydrocarbons					
Soil Vapour Samples					
other analysis					
Total (for evaluation purposes)					

### Other Analyses

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

**Table 2**  
**Sample Storage beyond 60 Days**

	<b>Year 1 (All Matrices)</b>	<b>Year 2 (All Matrices)</b>	<b>Year 3 (All Matrices)</b>	<b>Year 4 (All Matrices)</b>	<b>Year 5 (All Matrices)</b>
<b>Storage Type</b>	<b>Firm Unit Price (per month)</b>				
Room Temperature:					
4°C					
Frozen					
Total (for evaluation purposes)					

**Table 3**  
**Turnaround Time and Surcharges**

The firm unit prices above are for 5 Day (Routine) TAT. Surcharges for other turnaround times are to be indicated below. Surcharges are to be multiplied to the 5 day routine analysis prices above in table 1 for the purpose of calculating the total proposed price.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year5</b>
<b>Turnaround Time</b>	<b>Surcharge</b>	<b>Surcharge</b>	<b>Surcharge</b>	<b>Surcharge</b>	<b>Surcharge</b>
5 Day Routine Analysis	0%	0%	0%	0%	0%
8 hour Analysis	___%	___%	___%	___%	___%
1 Day Analysis	___%	___%	___%	___%	___%
2 Day Analysis	___%	___%	___%	___%	___%
3 Day Analysis	___%	___%	___%	___%	___%
Total (for evaluation purposes)					

Total Evaluated Price = the sum of all totals in table 1, 2 and 3: