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Fisheries and Oceans Pêches et Océans Canada

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

Canada

Bid Receiving/Réception des sousmissions

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canad 301 Bishop Drive | 301 promenade Bishop Fredericton, NB E3C 2M6

Email - courriel: DFOtenders-soumissionsMPO@dfompo.gc.ca

# **REQUEST FOR STANDING OFFER**

# DEMANDE D'OFFRES À COMMANDES (DO

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Que in right of Canada, in accordance with the term and conditions set out herein, referred to herei or attached hereto, the goods and services liste herein and on any attached sheets at the price set out therefor.

Proposition aux : Pêches et Océans Canada

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

Comments: - Commentaries :

<b>Title – Sujet</b> Standing Offer for Chemical Analyses Sediment, Water and Tissue Samples		of	<b>Date</b> January 26, 2018
Solicitation No. – Nº de l'invitation F5211-170672			
Client Reference N FP879-170011	lo No. de référer	nce du c	lient
Solicitation Closes	s – L'invitation pre	nd fin	
At /à : 2:00 P.M. As	ST (Atlantic Standa	rd Time)	
<b>On / le :</b> March 7, 2	2018		
F.O.B. – F.A.B Destination		ci-	<b>Duty – Droits</b> See herein — Voir ci-inclus
services		- Destina	ations des biens et
Instructions See herein — Voir ci-inclus			
Address Inquiries to – Adresser toute demande de renseignements à Cathi Harris, Senior Contracting Officer, Procurement Hub - Fredericton			
Email – courriel:			
DFOtenders-soumissionsMPO@dfo-mpo.gc.ca			
<b>Delivery Required</b> – <b>Livraison exigée</b> See herein — Voir ci-inclus		Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:			
Telephone No. – No. de téléphone       Facsimile No. – No. de télécopieur			
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)			
Signature		Date	
	Standing Öffer for C Sediment, Water ar Solicitation No. – I 5211-170672 Client Reference N P879-170011 Solicitation Closes At /à : 2:00 P.M. AS On / Ie : March 7, 2 F.O.B. – F.A.B Destination of Goo services See herein — Voir of Address Inquiries Address Inquiries Address Inquiries Address Inquiries Cathi Harris, Senior Email – courriel: DFOtenders-soumis Delivery Required Livraison exigée See herein — Voir of Vendor Name, Add et représentant du	Standing Öffer for Chemical Analyses of Sediment, Water and Tissue Samples         Solicitation No. – Nº de l'invitation         F211-170672         Client Reference No No. de référer         FP879-170011         Solicitation Closes – L'invitation pre         At /à : 2:00 P.M. AST (Atlantic Standar         On / le : March 7, 2018         F.O.B. – F.A.B         Destination         Destination of Goods and Services - Services         See herein — Voir ci-inclus         Instructions         See herein — Voir ci-inclus         Address Inquiries to –         Clivery Required –         Livraison exigée         See herein — Voir ci-inclus         Vendor Name, Address and Represe         Address Ind title of person aut	Standing Offer for Chemical Analyses of Sediment, Water and Tissue Samples         Solicitation No. – № de l'invitation =5211-170672         Client Reference No No. de référence du c =P879-170011         Solicitation Closes – L'invitation prend fin At /à : 2:00 P.M. AST (Atlantic Standard Time) On / le : March 7, 2018         F.O.B. – F.A.B Destination       HST – TPS See herein — Voir ci- inclus         Destination of Goods and Services – Destina services See herein — Voir ci-inclus         Instructions See herein — Voir ci-inclus         Address Inquiries to – Addresser toute demande de renseignements Cathi Harris, Senior Contracting Officer, Procur Email – courriel:         Defotenders-soumissionsMPO@dfo-mpo.gc.ca         Delivery Required – Livraison exigée See herein — Voir ci-inclus         Vendor Name, Address and Representative - et représentant du fournisseur/de l'entrepresentative - et représentant du fournisseur/de l'entrepresentation fournisseur (taper ou écrire en caractères d'

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Buyer ID - Id de l'acheteur

File No. - N° du dossier F5211-170672 CCC No./N° CCC - FMS No./N° VME

# REQUEST FOR STANDING OFFER (RFSO)

# F5211-170672

# CHEMICAL ANALYSES OF SEDIMENT, WATER AND TISSUE SAMPLES

# FISHERIES AND OCEANS CANADA

Buyer ID - Id de l'acheteur

File No. - N° du dossier F5211-170672 CCC No./N° CCC - FMS No./N° VME

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#### PART 1 - GENERAL INFORMATION

#### 1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification and any other annexes

#### 1.2 Summary

1.2.1 This requirement is for the Department of Fisheries and Oceans (DFO).

Title: Standing Offer for Chemical Analyses of Sediment, Water and Tissue Samples

OBJECTIVES OF THE REQUIREMENT

This standing offer is for the analyses of sediment, water and tissue samples collected by Fisheries and Oceans Canada (DFO) at aquaculture sites in various locations across Canada. Reports detailing the presence and concentrations of a highly specific suite of chemicals in the samples will be delivered to DFO by the contractor. These reports and the findings presented therein will enable DFO to deliver the information required by the Memorandum Of Understanding with Environment and Climate Change Canada and Health Canada as well as the deliverables required under the department's Aquaculture Monitoring Program.

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#### BACKGROUND

DFO has made a commitment to enhance coastal monitoring to investigate key environmental parameters and deposition associated with medium- to far-field effects of aquaculture sites. The new monitoring activities will add to existing programs through far-field sampling targeting a highly specific suite of drugs, pesticides and antimicrobials which have been used in the aquaculture industry.

At this time, DFO does not have the analytical capacity within its laboratories to conduct these particular chemical analyses and as such requires the work be standing offered to a third party. The suite of compounds of interest is very specific and the laboratory conducting the work must be able to provide the sample analyses for <u>all</u> of the compounds of interest, at or below the specified minimum detection limits.

#### PERIOD OF THE STANDING OFFER

The period for placing call-ups against any resulting Standing Offer will be from date of award to March 31, 2019 with two one-year option years to be exercised at the discretion of the Department.

#### ESTIMATED VALUE

The total cost to Her Majesty resulting from call-ups against all Standing Offers shall not exceed \$869,400.00, HST included for the entire period totalling all standing offers issued including option years.

The number of Standing Offers issued under this RFP shall be up to 2, the value of each to be determined at award.

- 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 Canadian Free Trade Agreement (CFTA).
- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

#### 1.3 Debriefings

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

# PART 2 - OFFEROR INSTRUCTIONS

#### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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).

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

The <u>2006</u> (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.

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

Delete: 60 days Insert: 120 days

#### 2.2 Submission of Offers

Offers must be submitted only to the 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 Request for Standing Offers, transmission of offers by facsimile will not be accepted.

#### 2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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 <u>Financial Administration</u> <u>Act</u> 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;

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement</u> <u>Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension</u> <u>Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

# 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 Applicable Taxes.

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# 2.4 Enquiries - Request for Standing Offers

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

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

#### 2.5 Applicable Laws

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

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.

# **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 (1 soft copy)
Section II:	Financial Offer (1 soft copy)
Section III:	Certifications (1 soft copy).

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

Prices must appear in the financial 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 <u>Policy on Green</u> <u>Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html). To assist Canada in reaching its objectives, Offerors should:

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

# Section I: Technical Offer

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

#### Section II: Financial Offer

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

#### 3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex 1 to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Annex 1 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.

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

#### 3.1.2 Exchange Rate Fluctuation

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

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

Attached at Annex 1 to Part 4.

#### 4.1.1.2 Point Rated Technical Criteria

Attached at Annex 1 to Part 4.

#### 4.1.2 Financial Evaluation

Attached at Annex 1 to Part 4.

#### 4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price - Offer

#### 4.2 Basis of Selection

### 4.2.1 Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
  - d. obtain the required minimum of 18 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 36 points.
- 2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

# Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Techni	cal Score	115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	115/135 x 70 = 59.62	89/135 x 70 = 46.14	92/135 x 70 = 47.70
Calculations	Pricing Score	45/55 x 30 = 24.54	45000/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rat	ing	84.16	73.14	77.70
<b>Overall Rating</b>		1st	3rd	2nd

# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

# 5.1 Certifications Required with the Offer

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

# 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

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

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

# 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

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

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.

#### PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

#### 6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

#### 6.2 Insurance Requirements

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.

# PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

# A. STANDING OFFER

# 7.1 Offer

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

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#### 7.2 Security Requirements

**7.2.1** There is no security requirement applicable to the Standing Offer.

#### 7.3 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### 7.3.1 General Conditions

<u>2005</u> (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

#### 7.4 Term of Standing Offer

#### 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of contract award to March 31, 2019.

#### 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for 2 additional 1 year periods under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 15 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

# 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

#### 7.5 Authorities

# 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Cathi Harris Title: Senior Contracting Officer Fisheries and Oceans Canada Directorate: Materiel and Procurement Services Procurement Hub - Fredericton

CCC No./N° CCC - FMS No./N° VME

Address: 301 Bishop Drive, Fredericton NB E3C 2M6

Telephone: 506-452-3639 Facsimile: 506-452-3676 E-mail address: **DFOtenders-soumissionsMPO@dfo-mpo.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.

#### 7.5.2 Project Authority

The Project Authority for the Standing Offer is: (to be provided at standing offer award)

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.

#### 7.5.3 Offeror's Representative

(to be provided at standing offer award)

#### 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: (to be provided at standing offer award).

#### 7.8 Call-up Procedures

#### Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis.

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#### 7.9 Call-up Instrument

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

#### 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$276,000.00 (Applicable Taxes excluded).

#### 7.11 Financial Limitation

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

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 1 month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

#### 7.12 **Priority of Documents**

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (2017-06-21), General Conditions Standing Offers Goods or Services
- d) the supplemental general conditions (<u>4009</u>) (2013-06-27) Professional Services Medium Complexity;
- e) the general conditions <u>2010B</u> (2016-04-04), Conditions générales services professionnels (complexité moyenne);
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) the Offeror's offer dated \_\_\_\_\_\_ (insert date of offer), (if the offer was clarified or amended, insert at the time of issuance of the offer. "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s) if applicable).

#### 7.13 Certifications and Additional Information

#### 7.13.1 Compliance

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

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#### 7.14 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 Ontario.

#### B. RESULTING CONTRACT CLAUSES

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

#### 7.1 Statement of Work

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

#### 7.2 Standard Clauses and Conditions

#### 7.2.1 General Conditions

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

*Insert the following clause when payment by credit cards is accepted by the Offeror.* Section 15 Interest on Overdue Accounts, of <u>2010B</u> (2016-04-04), General Conditions - Professional Services (Medium Complexity) will not apply to payments made by credit cards.

#### 7.2.2 Supplemental General Conditions

(4009) (2013-06-27) Professional Services – Medium Complexity, apply to and form part of the Contract.

#### 7.2.3 SACC Manual Clauses

#### 7.23.1 Basis of Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts: the main purpose of the Contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

#### 7.3 Term of Contract

#### 7.3.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2019 inclusive.

#### 7.3.2 Delivery Date

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

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#### 7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

#### 7.5 Payment

#### 7.5.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at standing offer award*). Customs duties are included and Applicable Taxes are extra.

#### 7.5.2 Limitation of Expenditure

- Canada's total liability to the Contractor under the Contract must not exceed \$
   <u>(insert the amount at standing offer award)</u>. Customs duties are included,
   and Applicable Taxes are extra.
- 2. No increase in the total liability of Canada or in the price of the Work 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 approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75% committed, or
  - b. four months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

#### 7.5.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units 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;
- c. the Work delivered has been accepted by Canada.

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### 7.5.4 SACC Manual Clauses

SACC Manual clause <u>A9117C</u> (2007-11-30), T1204 – Direct Request by Customer Department SACC Manual clause <u>C2000C</u> (2007-11-30), Taxes – Foreign-based Contractor

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#### 7.5.5 Electronic Payment of Invoices – Call-up

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

- a. MasterCard Acquisition Card;
- b. Direct Deposit (Domestic and International).

#### 7.6 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Each invoice must be supported by a copy of any documents as specified in the Contract.
- Invoices must be distributed as follows: The original copy must be forwarded to <u>DFO.invoicing-facturation.MPO@canada.ca</u> for certification and payment.

#### 7.7 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

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#### ANNEX "A"

#### STATEMENT OF WORK

#### 1.0 Scope

#### 1.1 Title

Chemical analyses of sediment, water and tissue samples from aquaculture farm transects for determination of concentration levels of specified drugs, pesticides and antibiotics

#### 1.2 Introduction

This standing offer is for chemical analyses of sediment, water and tissue samples taken from locations at near-, mid- and far-field distances from aquaculture farm sites in Canada. The analyses will determine the concentrations of a particular suite of drugs, pesticides and antibiotics which have been or are currently being used by the aquaculture industry. This work has been identified as a Ministerial priority, and is a requirement of an interdepartmental Memorandum of Understanding (MOU) between Fisheries and Oceans Canada (DFO), Environment and Climate Change Canada (ECCC) and Health Canada (HC). The work has also been identified as a priority by DFO, and a new program, the Aquaculture Monitoring Program, has been created to implement the necessary monitoring and analyses.

#### 1.3 Objectives of the Requirement

This standing offer is for the analyses of sediment, water and tissue samples collected by DFO at aquaculture sites in various locations across Canada. Reports detailing the presence and concentrations of a highly specific suite of chemicals in the samples will be delivered to DFO by the contractor. These reports and the findings presented therein will enable DFO to deliver the information required by the MOU with ECCC and HC as well as the deliverables required under the department's Aquaculture Monitoring Program.

#### **1.4 Background, Assumptions and Specific Scope of the Requirement**

DFO has made a commitment to enhance coastal monitoring to investigate key environmental parameters and deposition associated with medium- to far-field effects of aquaculture sites. The new monitoring activities will add to existing programs through far-field sampling targeting a highly specific suite of drugs, pesticides and antimicrobials which have been used in the aquaculture industry.

At this time, DFO does not have the analytical capacity within its laboratories to conduct these particular chemical analyses and as such requires the work be standing offered to a third party. The suite of compounds of interest is very specific and the laboratory conducting the work must be able to provide the sample analyses for <u>all</u> of the compounds of interest, at or below the specified minimum detection limits.

#### 2.0 Requirements

#### 2.1 Tasks, Activities, Deliverables and Milestones

DFO staff will collect sediment, water and tissue samples (solids and semi-solids) at locations surrounding aquaculture sites at various locations in Canada. The samples are to be analysed by the contractor for the presence of a specific suite of drugs, pesticides and antimicrobials, as listed in the table below:

-1/00/2		
Ref. No N° de réf. du client	File No N° du dossier	CCC No./N° CCC - FMS No./N° VME
9-170011	F5211-170672	

Chemical Type	Specific Compound
Drugs	Emamectin benzoate (EB)
	EB desmethyl degradation product (4"-deoxy-4"-epi-aminoavermectin)
	Abamectin
	Ivermectin
Pesticides	Hydrogen peroxide
	Azamethiphos
	Deltamethrin
	Cypermethrin
	Teflubenzuron
Antibiotics	Florfenicol
	Oxytetracycline Hydrochloride
	Trimethoprim/Sulphadiazine
	Erythromycin
	Lufenuron
	Amoxicilin
	Sulfadimethoxine

#### Sample Details

Approximately 1000 sediment, water and tissue samples will be collected annually, from a variety of locations across Canada. Samples will be collected by DFO staff in certified organic-free amber glass containers. The samples will be frozen or cooled and shipped to the laboratory where they will be appropriately thawed, prepared and analysed for the presence of the specific compounds listed above. The samples will be delivered to the contractor as they are collected, in various batch sizes; it is improbable that all 1000 samples will be delivered to the contractor at one time.

#### Analyses Methodology

Analyses work shall include solvent extraction followed by solid phase extraction (SPE) cleanup, then LC/MS/MS analysis. Each batch of analyses shall include a procedure blank, a duplicate, and a matrix matched spiked sample in order to ensure a high level of accuracy and precision.

The laboratory must follow appropriate methods to deal with flocculent (i.e., semi-solid) matter which is likely to be present in some samples so that preparation and analysis of those samples are conducted such that accurate and representative results are obtained. The laboratory will implement a consistent decision process to allow for the classification of these samples as either solid or liquid matrices for analyses. The laboratory must also follow appropriate methods to deal with increased organics within the samples and any interference this may cause for chemical detection.

The contractor will communicate with DFO at the beginning of the project to establish the analytical parameters and definitions of importance to DFO, to ensure all pertinent information resulting from the analysis is properly documented and transmitted. The contractor agrees to further discuss project details with DFO throughout the project, as necessary.

All analyses conducted shall follow appropriate procedures based on published methods in accordance with Good Laboratory Practices (GLP) and standard Quality Assurance (QA) and Quality Control (QC) procedures. Internal standards or surrogates shall be used to ensure data quality of every sample tested.

#### Minimum Detection Limits

The requirement for the sampling and analyses of this project stems from the need to quantify the far-field effects of aquaculture treatments. As concentrations of the treatment compounds will

diminish as they are dispersed (and naturally degraded), minimum detection limits are necessary to ensure that the compounds of interest can be detected if they are present in the samples.

In accordance with the standards to be followed for the chemical analyses (as listed above), the minimum detection limits to be achieved by the analyses of the sediment, water and tissue samples shall be as follows:

Compound in Sediment	Min. Detection Limit
Emamectin benzoate	0.01 ng/g (ppb)
EB desmethyl degradation product	To be confirmed by contractor
(4"-deoxy-4"-epi-aminoavermectin)	
Abamectin	0.40 ng/g (ppb)
Ivermectin	0.70 ng/g (ppb)
Hydrogen peroxide	0.68 ppm (est. 0.02 uM)
Azamethiphos	0.05 ng/g (ppb)
Deltamethrin	2.5 ng/g (ppb)
Cypermethrin	6.0 ng/g (ppb)
Teflubenzuron	To be confirmed by contractor
Florfenicol	15.0 ng/g (ppb)
Oxytetracycline Hydrochloride	5 ng/g (ppb)
Trimethoprim	0.50 ng/g (ppb)
Sulphadiazine	0.30 ng/g (ppb)
Erythromycin	0.05 ng/g (ppb)
Lufenuron	0.10 ng/g (ppb)
Amoxicilin	0.50 ng/g (ppb)
Sulfadimethoxine	0.10 ng/g (ppb)

#### Deliverables

The contractor will provide a report of findings for each of the samples submitted to them. The reports shall include the concentrations of each of the compounds listed above found in each sample provided, along with the chromatographs for each analysis. All chromatographs will be signed off by a chemist and/or the project coordinator for approval of accuracy, per GLP standards. Copies of the standard/calibration curves used to determine concentration levels, and data from blanks shall also be provided.

DFO will provide to the contractor, along with the samples for analysis, an electronic spreadsheet documenting the naming of the samples and the preferred chain of custody protocol the contractor is to follow for the samples.

The following details should be included for each sample analysed:		
Field	Content	
Sample number	Sample identifier as provided by DFO	
Sample description	Sample type description (i.e., solid, semi-solid,	
	flocculent, etc)	
Preparation	Preparation necessary for the particular sample	
Compound concentration	Concentration of compound analysed	
Minimum detection limit	Minimum achievable by analysis	
Biota presence	Observations on presence of biota (e.g.,	
	worms, etc) in sample that may skew	
	concentrations through bioaccumulation	
Presence of shells, rocks, etc	Observations on presence of shells, rocks,	
	pebbles, etc.	
Sample weights	Any/all weights taken during the analyses	

#### 2.2 Specifications and Standards

The laboratory will adhere to their Quality Assurance (QA)/Quality Control (QC) procedures in ensuring all analyses undertaken provide accurate and precise results, in accordance with the standards agreed upon in order to achieve the minimum detection levels necessary for the project.

Final inspection and acceptance of all work performed, reports, and other deliverables will be performed at the place of delivery by DFO.

#### 2.3 Technical, Operational and Organizational Environment

The contractor shall possess, and demonstrate to DFO that they possess, accreditations and certifications befitting a laboratory that intends to provide appropriate, valid, accurate and precise analysis and reports as described in this Statement of Work. The accreditation and certification should ensure that the contractor and their employees are appropriately trained, and that their processes are thorough, consistent and documented.

#### 2.4 Method and Source of Acceptance

A report on the analyses results for a batch of samples provided by DFO to the contractor shall be provided to DFO via (*name to be provided upon award*) within one month of the contractor receiving that batch of sediment, water and tissue samples from DFO. This will be the case for each batch of samples shipped to the contractor.

Review of the results will be conducted by DFO technical representatives within the 2 weeks following receipt of the report. As a result of this review, if there are questions or concerns surrounding one or more chemical compound concentrations determined for a sample, DFO may request the sample be re-tested for the compound concentrations.

The contractor will retain (using appropriate protocol) the prepared samples for a period of at least six (6) months in order to allow for re-testing if agreed upon by both DFO and the contractor. A report of the new results will be provided to DFO, and a subsequent review will be completed.

#### 2.5 Reporting Requirements

Results will be provided to DFO in digital format. All files shall be delivered by email to (*name to be provided upon award*), and subsequently provided by courier on a memory stick.

The contractor will retain, indefinitely, digital copies of the results as provided to DFO. They will notify DFO about transferring the data or before disposing of these digital results.

#### 2.6 Project Management Control Procedures

The contractor shall provide to DFO a draft report as an example of how the information will be presented and to provide an example of the level of detail and language used in the reports. DFO may request further detail or explanation of the contents before the final reports are delivered.

Samples will be labelled and shipped to the contractor such that their arrival be notified to the immediate attention of the contractor liaison and/or an appropriate contractor representative for immediate retrieval from the airport.

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The contractor will notify DFO when they have received the sediment, water and tissue samples and to indicate that sample preparation has begun. The contractor will contact DFO should they encounter samples that they feel cannot be prepared and analysed as expected. In this case, they will indicate whether another method will be used or if the sample cannot be analysed. A clear description of deviations from the expected method and analyses, for all applicable samples, will be provided by the contractor in the report provided to DFO.

The contractor will provide proper and detailed documentation on chain of custody of samples, including handling, transport and processing/analyses, for each sample. The chain of custody record will be provided to DFO in addition to the report of analysis results. DFO will provide a list of samples included in a shipment for verification by the contractor upon receipt of the shipment. The details to be provided in the chain of custody documentation will be confirmed by DFO before first shipment to the contractor.

All steps within the project process will be documented and signed off by the contractor's analyst and project manager.

Once analysis of a batch of samples is complete, the contractor shall notify DFO, and indicate their anticipated report delivery date for that batch of samples; within approximately 2 weeks of analyses completion.

Upon receiving the analyses reports, DFO will review the reports and discuss any concerns with the contractor to determine appropriate course of action, if necessary. For each batch of samples, DFO will process payment upon review and approval of the report files for the batch of samples delivered by the contractor.

#### 2.7 Change Management Procedures

Changes to the scope will be by agreement between (*name to be provided upon award*) and the contractor liaison.

#### 3.0 Other Terms and Conditions of the SOW

#### 3.1 Authorities

(*name to be provided upon award*) will perform the role of Departmental Representative. (*name to be provided upon award*) will act as liaison for the Department regarding this standing offer.

The contractor will assign an individual to act as liaison regarding this standing offer. As appropriate, and before the first set of samples are received and analysed, the contractor will communicate to DFO the contact information of the employee who will act as Project Manager or Study Director for the analysis (if different than that of the standing offer liaison) and that can be contacted by DFO to discuss technical aspects of the project.

#### 3.2 DFO Obligations

DFO will ensure that the contractor will have access to the DFO liaison listed above, via email or phone interactions, to discuss and coordinate project details. The liaison will be available to provide comments on draft deliverables, and assistance or support should issues arise that require DFO input.

#### 3.3 Contractor's Obligations

The contractor shall:

1. Appropriately prepare samples provided to them by DFO

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- 2. Conduct appropriate chemical analyses as agreed to with DFO Representative within the timeframe agreed upon
- 3. Provide analyses results to DFO Representative in the agreed upon formats and within the timeframe agreed upon
- 4. Notify DFO and discuss procedures if the expected process is found to be unsuitable for the samples collected

#### 3.4 Location of Work, Work site and Delivery Point

All work conducted by the contractor shall take place at the contractor's premises.

#### 3.5 Language of Work

Deliverables are to be provided to DFO in English. French translation of reports will be done by DFO.

# 3.6 Special Requirements

In order to conduct the chemical analyses of the entire suite of chemical compounds, listed herein, the contractor must possess the appropriate standards for each of the compounds. If the contractor does not already possess all of these necessary standards, they will be required to obtain them before commencing the analyses.

#### 4.0 Project Schedule

# 4.1 Expected Start and Completion Dates

Analysis of batches of samples provided to the contractor will be conducted within two weeks of those samples being received by the contractor. Full reports of the results for each batch of samples are to be provided to DFO within two weeks of sample analysis completion.

# 4.2 Work Breakdown and Estimated Level of Effort

Task	Effort
Task 1: Provide draft sample report to DFO	1 week
Task 2: Receive samples and notify DFO of their receipt	
Task 3: Thaw and prepare samples for analysis	1 week
Task 4: Run sample analyses for compound concentrations	1 week
Task 5: Provide DFO notice of analyses completion	
Task 6: Deliver analyses reports to DFO for approval	2 weeks
<b>Task 7:</b> Reports review and approval by DFO; payment to contractor upon completion	2 weeks

#### 5.0 Required Resources or Types of Roles to be Performed

It is expected that the contractor employs individuals with suitable expertise and experience necessary to conduct the specified sample preparation, chemical analysis, and report development.

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#### ANNEX "B"

#### **BASIS OF PAYMENT**

Prices should be quoted in Canadian dollars. "All-inclusive" prices must include cost of field blanks, sample preparation, disposal charges, quality assurance/quality control measures.

The maximum sample load for this annual Standing Offer is anticipated at 1200 samples. It is unlikely that an individual call-up under this Standing Offer will be for the maximum amount.

#### 1. Initial Standing Offer Period (from date of award to 31 March 2019)

No.	Description	Firm, all – inclusive unit price
		(A)
1	Emamectin benzoate	
2	EB desmethyl degradation product (4"-deoxy-4"-epi-aminoavermectin)	
3	Abamectin	
4	Ivermectin	
5	Hydrogen peroxide	
6	Azamethiphos	
7	Deltamethrin	
8	Cypermethrin	
9	Teflubenzuron	
10	Florfenicol	
11	Oxytetracycline Hydrochloride	
12	Trimethoprim	
13	Sulphadiazine	
14	Erythromycin	
15	Lufenuron	
16	Amoxicilin	
17	Sulfadimethoxine	

#### 2. Option Year 1 (01 April 2019 to 31 March 2020)

No.	Description	Firm, all – inclusive unit price
		(A)
1	Emamectin benzoate	
2	EB desmethyl degradation product (4"-deoxy-4"-epi-aminoavermectin)	
3	Abamectin	
4	Ivermectin	
5	Hydrogen peroxide	
6	Azamethiphos	
7	Deltamethrin	
8	Cypermethrin	
9	Teflubenzuron	
10	Florfenicol	

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11	Oxytetracycline Hydrochloride	
12	Trimethoprim	
13	Sulphadiazine	
14	Erythromycin	
15	Lufenuron	
16	Amoxicilin	
17	Sulfadimethoxine	

# 3. Option Year 2 (01 April 2020 to 31 March 2021)

No.	Description	Firm, all – inclusive unit price
		(A)
1	Emamectin benzoate	
2	EB desmethyl degradation product (4"-deoxy-4"-epi-aminoavermectin)	
3	Abamectin	
4	Ivermectin	
5	Hydrogen peroxide	
6	Azamethiphos	
7	Deltamethrin	
8	Cypermethrin	
9	Teflubenzuron	
10	Florfenicol	
11	Oxytetracycline Hydrochloride	
12	Trimethoprim	
13	Sulphadiazine	
14	Erythromycin	
15	Lufenuron	
16	Amoxicilin	
17	Sulfadimethoxine	

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# ANNEX 1 to PART 3 OF THE REQUEST FOR STANDING OFFERS

# ELECTRONIC PAYMENT INSTRUMENTS

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

- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International).

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# ANNEX 1 to PART 4 OF THE REQUEST FOR STANDING OFFERS

### **EVALUATION CRITERIA**

\*\* For all evaluation criteria, the "Table" identified refers to the table of compounds in sediment, water and tissue and associated detection limits in section 2.1 of the Statement of Work. \*\*

#### Mandatory Requirements

The Contractor must demonstrate that they have a thorough understanding and experience with chemical analyses of sediment, water and tissue samples and are able to generate technically valid results.

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein. Bidders' proposals must clearly demonstrate that they meet all Mandatory Requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory criteria will be excluded from further consideration.

# The bidder must include the following table in their proposal, indicating that their proposal meets the mandatory criteria, and providing the proposal page number or section that contains information to verify that the criteria has been met.

Item	Description	Met	Not Met	Cross-Reference to Proposal
M-1	<ul> <li>The Bidder must provide a summary of the analytical approach for analysis of all compounds listed in the Table**.</li> <li>The summary must include: <ul> <li>preparation, extraction and cleanup procedures;</li> <li>minimum detection limits achievable with the methods used;</li> <li>instrument specifications; and</li> <li>sample preservation, holding times and storage conditions.</li> </ul> </li> </ul>			
M-2	The Bidder must provide a list of analytical references relevant to the compounds being analysed as evidence of their knowledge and use of approved detection methodologies.			
M-3	The Bidder must provide a list of the surrogate standards and primary reference material standards they will use for the chemical analyses of the samples.			
M-4	The Bidder must provide evidence of their laboratory's professional accreditation (by at least one provincial or federal government accreditation), or participation in at least one certification or performance testing program, by providing a list of their current laboratory accreditations and certifications.			

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M-5	receive, process and analy Table) the maximum numb a call-up.	rritten confirmation of their abil rse (for all compounds listed in per of samples that may result naximum of 1200 samples at c	from

# **Rated Requirements**

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bids MUST achieve a minimum score of 17/34 (50%) of the total score of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain at least 50% of a total score of the Rated Requirements will be considered technically nonresponsive and no further evaluation will be conducted.

Item	Description	Scoring Methodology	Available Points	Score	Cross-Reference to Proposal
R-1	The Bidder should demonstrate experience analysing sediment, water and tissue samples for each/all of the compounds listed in the Table, within the past 5 years.	The Bidder should provide a summary of the number of sediment, water and tissue samples analyzed for <b>each</b> <b>compound</b> in the past 5 years. The summary should include the client name, date range of project, and # of samples where available. Bidders who have analyzed 10 samples or more of each compound will receive 1 point per compound.	17		
R-2	The Bidder should demonstrate experience and proficiency as reflected in the Minimum Detection Limits achieved by their validated methods submitted under M-1.	Bidders with Minimum Detection Limits at or below the values stated in the Table** will receive 1 point per compound listed.	17		
		TOTAL	34		
	A MIN	IMUM OF 17/34 IS REQUIRED			

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#### FINANCIAL BID

Bidders must submit firm, "all-inclusive" prices, per sample, for analysis of all compounds listed in the Table. Prices should be quoted in Canadian dollars. "All-inclusive" prices must include cost of field blanks, sample preparation, disposal charges, quality assurance/quality control measures.

The maximum sample load for this annual Standing Offer is anticipated at 1200 samples. It is unlikely that an individual call-up under this Standing Offer will be for the maximum amount.

#### 1. Initial Standing Offer Period (from date of award to 31 March 2019)

No.	Description	Firm, all – inclusive unit price	Estimated number of samples per year	Extended Cost
		(A)	(B)	(AxB)
1	Emamectin benzoate		1,000	
2	EB desmethyl degradation product (4"-deoxy-4"-epi- aminoavermectin)		1,000	
3	Abamectin		1,000	
4	Ivermectin		1,000	
5	Hydrogen peroxide		1,000	
6	Azamethiphos		1,000	
7	Deltamethrin		1,000	
8	Cypermethrin		1,000	
9	Teflubenzuron		1,000	
10	Florfenicol		1,000	
11	Oxytetracycline Hydrochloride		1,000	
12	Trimethoprim		1,000	
13	Sulphadiazine		1,000	
14	Erythromycin		1,000	
15	Lufenuron		1,000	
16	Amoxicilin		1,000	
17	Sulfadimethoxine		1,000 <b>TOTAL</b>	

The Estimated number of samples per year is provided for evaluation purposes only and does not represent a commitment by Canada that Canada's future usage will be consistent with this data.

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# 2. Option Year 1 (01 April 2019 to 31 March 2020)

No.	Description	Firm, all – inclusive unit price	Estimated number of samples per year	Extended Cost
		(A)	(B)	(AxB)
1	Emamectin benzoate		1,000	
2	EB desmethyl degradation		1,000	
	product			
	(4"-deoxy-4"-epi-			
-	aminoavermectin)			
3	Abamectin		1,000	
4	Ivermectin		1,000	
5	Hydrogen peroxide		1,000	
6	Azamethiphos		1,000	
7	Deltamethrin		1,000	
8	Cypermethrin		1,000	
9	Teflubenzuron		1,000	
10	Florfenicol		1,000	
11	Oxytetracycline		1,000	
	Hydrochloride			
12	Trimethoprim		1,000	
13	Sulphadiazine		1,000	
14	Erythromycin		1,000	
15	Lufenuron		1,000	
16	Amoxicilin		1,000	
17	Sulfadimethoxine		1,000	
			TOTAL	

The Estimated number of samples per year is provided for evaluation purposes only and does not represent a commitment by Canada that Canada's future usage will be consistent with this data.

#### 3. Option Year 2 (01 April 2020 to 31 March 2021)

No.	Description	Firm, all – inclusive unit price	Estimated number of samples per year	Extended Cost
		(A)	(B)	(AxB)
1	Emamectin benzoate		1,000	
2	EB desmethyl degradation product (4"-deoxy-4"-epi- aminoavermectin)		1,000	
3	Abamectin		1,000	
4	Ivermectin		1,000	
5	Hydrogen peroxide		1,000	
6	Azamethiphos		1,000	
7	Deltamethrin		1,000	
8	Cypermethrin		1,000	
9	Teflubenzuron		1,000	
10	Florfenicol		1,000	
11	Oxytetracycline Hydrochloride		1,000	
12	Trimethoprim		1,000	
13	Sulphadiazine		1,000	
14	Erythromycin		1,000	
15	Lufenuron		1,000	
16	Amoxicilin		1,000	
17	Sulfadimethoxine		1,000 <b>TOTAL</b>	

The Estimated number of samples per year is provided for evaluation purposes only and does not represent a commitment by Canada that Canada's future usage will be consistent with this data.