



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

Bid Receiving/Réception des soumissions

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

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

REQUEST FOR STANDING OFFER

DEMANDE D'OFFRES À COMMANDES (DOC)

Proposal to: Fisheries and Oceans Canada

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

Comments: - Commentaries :

Title – Sujet		Date
Laboratory Analytical Services		July 2, 2018
Solicitation No. – N° de l'invitation		
F5211-180193		
Client Reference No. - No. de référence du client		
F1950-180002		
Solicitation Closes – L'invitation prend fin		
At / à : 2:00 PM ADT (Atlantic Daylight Savings Time)		
On / le : August 14, 2018		
F.O.B. – F.A.B	GST – TPS	Duty – Droits
Destination	See herein — Voir ci-inclus	See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services		
See herein — Voir ci-inclus		
Instructions		
See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à		
Cathi Harris, A/Team Lead – Contracting Services		
Email – courriel:		
DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		

Delivery Required – Livraison exigée	Delivery Offered – Livraison proposée
See herein — Voir ci-inclus	
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

REQUEST FOR STANDING OFFER (RFSO)

F5211-180193

Standing Offer for Laboratory Analytical Services

FISHERIES AND OCEANS CANADA

May 2018 Request for Standing Offers Template (RFSO)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	5
1.1 INTRODUCTION.....	5
1.2 SUMMARY	5
1.3 DEBRIEFINGS.....	7
PART 2 - OFFEROR INSTRUCTIONS	7
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	7
2.2 SUBMISSION OF OFFERS.....	7
2.3 FORMER PUBLIC SERVANT.....	8
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS	9
2.5 APPLICABLE LAWS.....	9
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	10
3.1 OFFER PREPARATION INSTRUCTIONS.....	10
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 EVALUATION PROCEDURES.....	11
4.2 BASIS OF SELECTION – HIGHEST COMBINED RATING OF TECHNICAL MERIT AND PRICE	12
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	13
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	13
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS	14
6.1 SECURITY REQUIREMENTS	14
6.3 INSURANCE REQUIREMENTS – NO SPECIFIC REQUIREMENTS.....	14
PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES	14
A. STANDING OFFER	14
7.1 OFFER.....	14
7.2 SECURITY REQUIREMENTS	14
7.3 STANDARD CLAUSES AND CONDITIONS.....	15
7.4 TERM OF STANDING OFFER	15
7.5 AUTHORITIES	16
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	17
7.7 IDENTIFIED USERS.....	17
7.8 CALL-UP PROCEDURES	17
7.9 CALL-UP INSTRUMENT	17
7.10 LIMITATION OF CALL-UPS	18
7.11 FINANCIAL LIMITATION.....	18
7.12 PRIORITY OF DOCUMENTS	18
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	18
7.14 APPLICABLE LAWS.....	19
7.15 LIST OF PROPOSED SUBCONTRACTORS.....	19

B. RESULTING CONTRACT CLAUSES 19

7.1 STATEMENT OF WORK.....19

7.2 STANDARD CLAUSES AND CONDITIONS.....19

7.3 TERM OF CONTRACT19

7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS20

7.5 PAYMENT20

7.6 INVOICING INSTRUCTIONS21

7.7 INSURANCE – NO SPECIFIC REQUIREMENT.....21

7.8 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY21

ANNEX "A" 22

ANNEX "B" 34

ANNEX "C" STANDING OFFER REPORT 40

ANNEX "1" TO PART 3 OF THE REQUEST FOR STANDING OFFERS..... 41

ANNEX "1" TO PART 4 OF THE REQUEST FOR STANDING OFFERS..... 42

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

This requirement is for the Department of Fisheries and Oceans Canada.

Title:
STANDING OFFER FOR LABORATORY ANALYTICAL SERVICES

Introduction:

The Department of Fisheries and Oceans has a requirement to set up standing offer agreements for laboratory analytical services on an "as and when" requested basis. The objective is to award Standing Offer Agreements (SOA) to five (5) suppliers who can provide Laboratory Analytical Services to meet the specific needs of the Statement of Work.

Scope:

The Regional Office of Environmental Coordination (ROEC) within Real Property Safety & Security (RPSS) of the Department of Fisheries and Oceans - Pacific Region conducts and manages site assessment, site characterization and environmental audit projects on federal lands. These projects involve assessments of contaminants in air, soil,

soil vapor, sediment(s), surface water, groundwater, drinking water, pore water, building materials and plant and animal tissues. While each site may have specific parameters of concern, RPSS will typically request analyses of analytic groups (e.g., total metals or PAH compounds), with analytical results to be provided for specific parameters (e.g., lead or benzo[a]pyrene) within each group.

ROEC routinely analyses for organic and inorganic parameters listed in:

- a) CCME Interim Canadian Environmental Quality Criteria for Contaminated Sites
- b) Environmental Management Act Contaminated Sites Regulation (Schedules 4-7, 9, 10 and 11)
- c) Environmental Management Act Hazardous Waste Regulation (leachability testing).
- d) Canada Wide Standards for Petroleum Hydrocarbons (CWS_PHC's) (organic parameters, including grain size analysis for soil samples)

The assessment objectives for ROEC projects require analytical method detection limits that do not exceed the most stringent of these criteria/guidelines/standards.

Financial Limitation

The total limitation resulting from all call-ups issued against this Standing Offer shall not exceed \$1,000,000.00, HST/GST included for the entire period of standing offer. The Department does not guarantee any volume of work associated with this Standing Offer Agreement.

Limitation of Individual Call-ups:

Individual call-ups issued under this Standing Offer Agreement shall not exceed \$25,000.00 (inclusive of all expenses and Applicable taxes).

Location of Work, Work site and Delivery Point

Work will be performed at the Contractor's premises.

Expected Start and Completion Dates

The period for placing call-ups against any resulting Standing Offer shall be from the date of award of the Standing Offer(s) for a one year period with 2 option year periods to be exercised at the discretion of the Department. Call-ups will not be made for services beyond the above period. Proposed analytical rates will be fixed for the duration of the Standing Offer contract and optional periods.

Security Requirement

There is no security requirements associated with this Standing Offer Agreement. The Company working under this Standing Offer Agreement must not be given access to sensitive information or assets, and must be escorted at all times while on DFO premises.

Mandatory Requirements:

M1

Licenses/Certifications:

The Bidder must hold the certification by the Standards Council of Canada – Canadian Association for Laboratory Association (SCC – CALA) at time of bid close. Bidders must provide proof of this certification with their bid.

M2

The Bidder must provide two (2) client references from previous similar contracts within the last five (5) years.

M3

The Bidder's proposed resource as the Senior Technical Specialist must have 10 years of work experience related to contaminated sites analyses.

M4

The Bidder's proposed resource as the Project Manager must have a minimum of 8 years Project Management Experience related to contaminated sites analyses.

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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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 [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.

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.

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](#) (2018-05-22) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days

Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated in the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO 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 *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the

published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

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

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.

Signature

Date

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **5** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

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 on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy, the wording of the electronic copy will have priority over the wording of the other copies.

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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 hard copy of their offer:

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

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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

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 complete 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

4.1.2.1 Evaluation of Price – Canadian/Foreign Offerors

SACC Manual Clause [M0222T](#) (2016-01-28), Evaluation of Price

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

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

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)			
	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.55$	$92/135 \times 60 = 40.88$
Pricing Score	$45/55 \times 40 = 32.72$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating	83.83	75.50	80.88
Overall Rating	1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be

untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

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

5.1 Certifications Required with the Offer

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Offer

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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.2 Status and Availability of Resources

SACC Manual clause [M3020T](#) (2016-01-28), Status of Availability of Resources – Standing Offer

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

Security Clauses #1 – No Security Requirement, escort required at DFO site(s)

ANNEX A

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.3 Insurance Requirements – No Specific 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".

7.2 Security Requirements

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

Security Clauses #1 – No Security Requirement, escort required at DFO site(s)

ANNEX A

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

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

7.3.1 General Conditions

[2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". 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 semi-annual basis to the Standing Offer Authority.

The semi-annual reporting periods are defined as follows:

- Report 1: April 1 to September 30;
- Report 2: October 1 to March 31;

The data must be submitted to the Standing Offer Authority no later than 30 calendar days after the end of the reporting period.

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 award to August 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 two additional one year periods, from September 1, 2019 to August 31, 2020 and September 1, 2020 to August 31, 2021 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: A/Team Lead – Contracting Services
Fisheries and Oceans Canada
Procurement Hub, Fredericton
Address: 301 Bishop Drive, Fredericton, NB E3C 2M6
Telephone: 506-238-1317
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 contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

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

7.5.3 Offeror's Representative

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Project Authority.

7.8 Call-up Procedures

The Project Authority may issue call-ups on a sole source basis to any of the five (5) Qualified Standing Offer Agreement Holder of their choice.

7.9 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, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and 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 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)

-
- PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

3. 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;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ *(to be provided at contract award)* (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 2 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

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 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2018-06-21), General Conditions: Services (medium complexity) ;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) 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.

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 British Columbia.

7.15 List of Proposed Subcontractors

If the offer includes the use of subcontractors, the Offeror agrees, upon request from the Standing Offer Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

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

2010C (2018-06-21), General Conditions - 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 13 Interest on Overdue Accounts, of 2010C (2018-06-21), General Conditions - Services (Medium Complexity) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of award to August 31, 2019.

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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 [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid for the Work performed, in accordance with the Basis of payment at Annex B, to a limitation of expenditure of \$ _____ *(to be provided at contract award)*. Customs duties are included and Applicable Taxes are extra.

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ *to be provided at contract award*. 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.

7.5.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 – Direct Request by Customer Department
SACC Manual clause [C2000C](#) (2007-11-30), Taxes – Foreign-based Contractor

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.
3. Invoices must be distributed as follows:
The original copy must be forwarded to DFO.invoicing-facturation.MPO@canada.ca for certification and payment.

7.7 Insurance – No Specific Requirement

SACC Manual clause [G1005C](#) (2016-01-28), Insurance

7.8 Basis for Canada's Ownership of Intellectual Property

Fisheries and Oceans Canada 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.

ANNEX "A"

STATEMENT OF WORK

1.0 Scope

1.1 Title

Laboratory Analytical Services on an “as and when” requested basis on behalf of the Department of Fisheries and Oceans Canada (DFO)

1.2 Objectives of the Requirement

The objective of this Request for Standing Offer is to award Standing Offer Agreements (SOA) for up to five (5) suppliers who can provide Laboratory Analytical Services to meet the specific needs specified below.

1.3 Financial Limitation

The total limitation resulting from all call-ups issued against this Standing Offer shall not exceed **\$1,000,000.00**, HST/GST included for the entire period of standing offer. The Department does not guarantee any volume of work associated with this Standing Offer Agreement.

1.4 Limitation of Individual Call-ups:

Individual call-ups issued under this Standing Offer Agreement shall not exceed **\$25,000.00** (inclusive of all expenses and Applicable taxes).

1.5 Call Up Procedures

The Project Authority may issue call-ups on a sole source basis to any of the five (5) Qualified Standing Offer Agreement Holder of their choice.

1.6 Background, Assumptions and Specific Scope of the Requirement

The Regional Office of Environmental Coordination (ROEC) within Real Property Safety & Security (RPSS) of the Department of Fisheries and Oceans-Pacific Region conducts and manages site assessment, site characterization and environmental audit projects on federal lands. These projects involve assessments of contaminants in air, soil, soil vapor, sediment(s), surface water, groundwater, drinking water, pore water, building materials and plant and animal tissues. While each site may have specific parameters of concern, RPSS will typically request analyses of analytic groups (e.g., total metals or PAH compounds), with analytical results to be provided for specific parameters (e.g., lead or benzo[a]pyrene) within each group.

ROEC routinely analyses for organic and inorganic parameters listed in:

-
- a) **CCME Canadian Environmental Quality Criteria for Contaminated Sites**
 - b) **Environmental Management Act Contaminated Sites Regulation** (Schedules 4-7, 9, 10 and 11)
 - c) **Environmental Management Act Hazardous Waste Regulation** (leachability testing).
 - d) **Canada Wide Standards for Petroleum Hydrocarbons (CWS_PHC's)** (organic parameters, including grain size analysis for soil samples)

The assessment objectives for ROEC projects require analytical method detection limits that do not exceed the most stringent of these criteria/guidelines/standards.

2.0 Requirements/ Tasks, Activities, Deliverables and Milestones

SAMPLE BOTTLES, STORAGE AND DISPOSAL:

The Contractor must supply and replenish sterilized sample collection bottles, sample preservatives (excluding cold packs) and coolers in sufficient numbers to allow the sampling as indicated by the basic analysis requirement at Scheduled Work in Annex "A". Cost of these coolers and bottles, including shipment, must be included in the Contractor's all-inclusive firm sample analysis pricing.

For air/soil vapor sampling, air pumps and appropriate sampling cartridges must be supplied by the Contractor. Costs for these must be indicated in the proposal.

Costs for storage and disposal of analyzed samples are to be included in the Contractor's analysis pricing. Costs for sample storage/disposal for sample(s) submitted but not analyzed for any parameters must be indicated in the proposal.

DELIVERY OF RESULTS

Delivery of Results or Data:

- a) All results or data must be received by the person requesting the analyses within **five** working days from receipt of samples by the Laboratory.
- b) For analyses subject to Standard Holding Times, all results or data must be received within one week from completion of the analyses.

The results reported must include DFO_EMS EDT format as specified in the DATA FORMAT, Section C.

DATA REPORTING

1. Data reports shall include date of sample arrival, date of analysis, sample ID, units of measurement, method description, and a description of any observed discrepancies or difficulties with the sample(s) or analysis(es) that may have affected one or more analytical results. **The electronic data upload file must meet all of the requirements of DFO_EMS EDT format as specified in the DATA FORMAT, Section C.**
2. Procedural or Method Blanks must not be subtracted from the instrumental result and must be reported along with sample data.
3. Calculated results must not be corrected based on control sample recoveries.
4. N/D for non-detectable is not acceptable; the analytical result must refer to a specified detection limit.
5. Analytical results for soil shall be reported as $\mu\text{g/g}$ dry weight and results for water as mg/L , Hardness as mg/L CaCO_3 and vapours as $\mu\text{g/m}^3$. The results for water must also be available as ug/L if requested by DFO personnel.
6. Sample results output data file created by the Contractor **MUST** comply with records type, record layout, field length and field type, general standards and business rules as specified in DFO-PRED (DFO – Department of Fisheries & Oceans, PRED – Pacific Regions Environmental Database) Upload File Format. The latest version of DFO-PRED Upload File Format document is provided as Annex “C” of this document. DFO is currently in the process of updating the database and changes to the data output file standards and business rules will be communicated to the Laboratories by email.
7. Sample output data file should be delivered to DFO’s ROEC (Regional Office of Environmental Coordination) Project Team by emailing the output file (*to be provided at contract award*).
8. For any missing or absence of combination of BC EMS code, the Contractor should carefully follow the process as outlined in the “Figure 1 – Operational Upgrade of Provincial Lookup Table” under section “Data Error Handling” of Annex “A”.
9. Results for Tissue sample(s) analysis must be reported based on dry Weight
10. Gas chromatographs must be provided where appropriate (e.g. petroleum hydrocarbon analyses).

DATA FORMAT

The data may be requested in one or all of the following formats by the person requesting the analyses:

- a) electronic (email) copy as a Microsoft Excel spreadsheet of data and Microsoft Word analytical report (copies to Consultants/DFO).
- b) paper hardcopy (copies to Consultants/DFO).

c) DFO-EMS EDT format. See Example below.

HR,20091218,PK00580-0912-So157,Soil,20091218,,907210234
 ,100721045,CTL,2068100,,
 RR,200912180000,B020,FS04,<,0.005000,,2,0.01,,907210234 ,,, ""
 RR,200912180000,B021,MS02,<,0.018000,,2,0.01,,907210234 ,,, ""
 RR,200912180000,T001,FS04,<,0.020000,,2,0.020000,,907210234 ,,, ""
 RR,200912180000,X002,FS04,<,0.020000,,2,0.01,,907210234 ,,, ""
 RR,200812010000,X003,FS04,<,0.020000,,2,0.01,,907210234 ,,, ""
 RR,202012180000,F1CD,PHCS,<,0.00000,,2,,907210234 ,,, ""
 RR,202012180000,F2CD,PHCS,<,70.000000,,2,70.000000,,907210234 ,,, ""
 RR,200912180000,F3CD,PHCS,<,100.000000,,2,100.000000,,907210234 ,,, ""
 RR,200912180000,F4CD,PHCS,<,500.000000,,2,500.000000,,907210234 ,,, ""
 RR,200912180000,PA01,PAH1,<,0.005000,,2,0.000067,,907210234 ,,, ""
 RR,200912180000,PA02,FB20,<,6.5000,,2,0.000067,,907210234 ,,, ""
 RR,200912180000,PA03,FB20,<,10.010000,,44,0.000041,,907210234 ,,, ""
 RR,200912250000,PA04,MP02,<,0.010000,,2,0.010000,,907210234 ,,, ""
 RR,200912180000,PA05,FB20,<,20.010000,,44,0.000038,,907210234 ,,, ""
 RR,200912180000,PA06,FS87,<,0.000001,,2,0.010000,,907210234 ,,, ""
 RR,200912180000,PA08,FS87,<,2.010000,,2,0.00200,,907210234 ,,, ""
 RR,200912180000,PA07,MW02,<,3.010000,,44,0.010000,,907210234 ,,, ""
 RR,200912180000,PA09,FB20,<,0.010000,,44,0.00004,,907210234 ,,, ""
 RR,200912180000,PA10,MP02,<,10.005000,,2,0.001000,,907210234 ,,, ""
 RR,200912180000,PA11,FB20,<,0.010000,,44,0.000036,,907210234 ,,, ""
 RR,200912180000,PA12,FB20,<,11.010000,,44,0.000073,,907210234 ,,, ""
 RR,200912180000,PA12,FB20,<,11.010000,,44,0.000073,,907210234 ,,, ""
 RR,200912180000,PA13,FB20,<,13.010000,,44,0.10000,,907210234 ,,, ""
 RR,200912180000,PA14,FB20,<,101.010000,,44,0.000101,,907210234 ,,, ""
 RR,200912180000,PA15,FB20,<,90.010000,,44,0.000037,,907210234 ,,, ""
 RR,200912180000,PA16,FB20,<,50.010000,,44,0.0.000038,,907210234 ,,, ""
 RR,200912180000,PAHH,MI01,<,3.010000,,2,0.010000,,907210234 ,,, ""
 RR,200912180000,PAHL,MI01,<,1.010000,,2,0.10000,,907210234 ,,, ""
 RR,200912180000,PAH-,MI01,<,0.010000,,2,0.20000,,907210234 ,,, ""
 RR,200912180000,VPH-,F100,<,10.000000,,2,100.000000,,907210234 ,,, ""
 RR,200912180000,VPH-,X529,<,100.000000,,2,100.000000,,907210234 ,,, ""
 TR

REMAINING SAMPLE

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

- a) Keep the remaining sample for a standard retention period (to be identified in the proposal) or

- b) Contact the person requesting the analyses to determine whether they want the remaining sample returned or discarded by the Laboratory.

All costs and responsibilities associated with holding and disposal of all samples rests with the Contractor.

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

SUBCONTRACTING ANALYSES

Subcontracting of analyses will only be accepted where the Laboratory has received approval from the person requesting the analyses. Subcontracted analyses must be reported as per reporting requirements listed in the RFSO.

TECHNICAL REVIEW AND DOCUMENT STORAGE

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

DATA REVIEW PERIOD

The person requesting the analyses will review data within 1 week of receipt and either accept the data or request re-analysis.

DATA REPORTING

In addition to providing the data in the required EDT format, a full pdf report (including gas chromatographs) must be provided to DFO.

RE-ANALYSIS

The person requesting the analyses has the right to request re-analysis or re-work (in duplicate or triplicate) if the Contractor did not perform the analyses in accordance with the agreement.

In addition, the person requesting the analysis has the right to request re-analysis if the requestor observes major discrepancy(ies) between the reported analytical results and his/her field observations or between field duplicate samples or any other QA/QC issues.

In the event that the sample holding time has expired when re-analysis was requested, the analytical report shall indicate that the holding time was expired. When re-analysis is requested prior to sample expiration date (minimum 24 hour notice), the Contractor shall

complete the re-analysis prior to the expiration of the sample(s).

Cost of re-analysis must be included in the Contractor's all-inclusive firm sample analysis pricing.

TEAM ORGANIZATION

As part of the submission, please provide a description of the Team Organization including the project manager's responsibilities, the internal reporting relationship within the firm as well as with DFO.

CHANGES TO THE WORK

Any changes to the Work identified in a call-up must be made in writing by the person requesting the analyses and/or the laboratory performing the analyses.

QUALITY CONTROL

1. Samples shall be analyzed in batches of no more than 8 to 10 samples for organic substances, or no more than 15 to 18 samples for inorganic elements.
2. Where SRM/CRM are available they shall be analyzed at a rate of one per batch of samples. Where SRM/CRM are not available, House Standard Materials must be used.
3. Procedural or method blanks shall be prepared at a rate of one per batch. Blanks with excessively higher values than the method detection limit will subject the batch to reanalysis.
4. Duplicate analysis shall be performed at a minimum frequency of one per batch, or 10% of the time. The total number of quality control samples must not be less than the square root of the total number of samples in the batch. Quality control samples may encompass blank, duplicate, spike and SRM/CRM.
5. Maintenance of Control Charts must include, as a minimum, the following:
 - Standard Reference Materials
 - House Standard Materials
 - Method blanks
 - Range charts for duplicate or replicate analysis.

SHIPPING AND RECEIVING SAMPLES

The Contractor is responsible for all arrangements and shipping costs from the DFO Environmental Services Office at 401 Burrard Street, Vancouver, B.C., from The Canadian Coast Guard base at 25 Huron Street in Victoria, or from the Institute of Ocean Sciences at 9860 West Saanich Road in Sidney to the Contractor's laboratory. The Contractor must be able to arrange shipment of samples to ensure a maximum shipping

time of one (1) working day after a verbal request from the DFO Environmental Services personnel. The cost for shipping of samples from the DFO's Vancouver, Victoria, or Sidney offices by courier or by other means must be included in your sample analysis pricing.

1. Samples shall be submitted with chain of custody forms supplied by the Laboratory. The chain of custody forms shall provide space for the following information as a minimum:
 - a) Name, phone and fax numbers of the Laboratory.
 - b) Field sample ID, sample matrix, date and time of sampling, and field preservation method.
 - c) Sampler's name, organization, and phone and fax numbers.
 - d) Client project number.
 - e) Sequential page numbering.
 - f) Analyses requested.
 - g) Notes/comments.
 - h) Sample transfer record (chain of custody information), including name and affiliations of sample relinquisher and sample acceptor and the date(s) and time(s) of transfer(s).

2. The Laboratory will bear the cost of returning remaining samples, coolers, and cold packs upon request of the person requesting the analyses.

PROVISION OF SAMPLE CONTAINERS

1. The Contractor shall provide sample preservatives (excluding cold packs) and Laboratory-cleaned sample jars, vials, and bottles with appropriate labels and protective packing materials to the Vancouver or Vancouver Island offices of RPSS within **24 hours** of verbal request from Environmental Services personnel.
2. The Contractor shall provide sample preservatives (excluding cold packs) and Laboratory-cleaned sample jars, vials, and bottles with appropriate labels and protective packing materials by courier or best alternate means to Environmental Services personnel at locations other than the Vancouver and Vancouver Island offices of RPSS Environmental Services. Delivery of these materials should be received by Environmental Services personnel within (at maximum) 48 hours of verbal request from Environmental Services personnel, unless delivery in that time frame is not possible because of the remoteness of location or other factors affecting transport.
3. Costs for provision of sample preservatives, laboratory-cleaned sample jars, vials, bottles with appropriate labels, protective packing materials, courier charges for sample pick-up from and delivery to the Vancouver or Vancouver Island office of RPSS Environmental Services shall be included in the Laboratory's firm analysis pricing. Costs for delivery and pickup of requested materials to locations other than the Vancouver office of RPSS Environmental Services shall be charged extra.

4. Pumps and associated sampling media (i.e. charcoal tubes) and Suma canisters must be made available through the contracting laboratory. If there is any extra cost associated with the sampling collection equipment than rental costs must be included in the proposal (standing offer).

3.0 Location of Work, Work site and Delivery Point

Work will be performed at the Contractor's premises.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

The period for placing call-ups against any resulting Standing Offer shall be from the date of award of the Standing Offer(s) for a one year period with 2 optional one year periods to be exercised at the discretion of the Department. Call-ups will not be made for services beyond the above period. Proposed analytical rates will be fixed for the duration of the Standing Offer contract and optional periods.

Annex “A” – DFO-PRED Upload File Format (Ver 1.7)

**Pacific Regional Environmental Database (PRED)
 Uploading File Format (Ver 1.7)**

This document defines the content and format for files electronically transferred to PRED by an analytical lab. The format design was based on the BC EMS electronic data transfer standard and modified for the specific needs of the PRED. Refer to BC EMS website for the full description of its standard. http://www.env.gov.bc.ca/epd/wamr/ems_internet/index.html

The fields in bold and underlined below are **mandatory**.

Output File Type

- All fields of sample result records should delimited by comma.
- The sample results data output file should have extension “.csv” or “.txt”.

Record types

- Header Record
- Result Record
- Trailer Record

HR - Header Record

The header record in the file identifies the sample and the lab information. There is only one header record for each of the samples in a file and it must be present. It must be the first physical record in the file.

The following fields are found in the ‘HR’ record.

Type	Field	Content
char (2)	<u>Record Type</u>	HR
date (12)	<u>Date Prepared</u>	Date the file was prepared (e.g. 19980927).
char (21)	<u>Sample Number</u>	Client-defined sample identifier.
char(20)	<u>Matrix Type Description</u>	The type of sample matrix as specified from the laboratory (e.g. Water, Solids).
date (12)	<u>Sample Date (Sampling Date)</u>	The date that the sample was taken in field. (e.g. 19981027)
char (60)	Sampler	The person who collected the sample.

Char(20)	<u>Lab Sample ID</u>	An internal identifier that a laboratory assigns to a sample.
char (30)	<u>Lab Tracking Number</u> (group number/job number)	Identifier that is used to associate samples within the data file. All samples within the file having the same group ID will be associated to each other. There may be more than one lab tracking number in a file.
char(5)	<u>Analyzing Agency</u>	Code of lab name (i.e. ALS) validated against EMS table.
Char(100)	<u>Lab Chain of Custody number</u>	From the Chain of Custody form.
Date(12)	Lab Analysis date (Analytical Date/Time)	The latest date of the result was determined (e.g. 199809270000).
char (1000)	Comment	Text up to 1000 characters

RR - Result Record

The Result record identifies the sample analytical information. Many result records may be present for one sample record.

The following fields are found in the RR record:

Type	Field	Content
char (2)	<u>Record Type</u>	RR
date (12)	Analytical Date/Time	The date the result was determined (e.g. 199809270000).
char (6)	<u>Parameter</u>	Code indicating the test for which the result is reported. Validated with EMS Parameter table.
char (6)	<u>Analytical Method</u>	Code indicating the analytical method used to determine the result. Validated with EMS Analytical Method table.
char (1)	Result Letter	A letter or symbol to describe the result. Valid values are <, >, M.
char (60)	<u>Result</u>	Must convert to numeric result. An entry of 'C' will be accepted to record analytical results which cannot be converted to numeric results (e.g. qualitative results). Results with entries = 'C' in the result field, must include result details in the comment field.
char (60)	Confidence Interval	Confidence interval for a Parameter/Analytical Method for the Laboratory that determined the result.

char (6)	<u>Measurement Unit</u>	Code indicating the units of the result reported. Validated with EMS Measurement Unit table.
char (60)	Method Detection Limit	A value to indicate the minimum detectable limit for a parameter/analytical method as specified by a Lab.
char (10)	Laboratory Batch Id	An internal Laboratory identifier used to logically group a series of samples for the purpose of performing the same analytical methodology.
char (10)	Laboratory Sample Id	An internal identifier that a Laboratory assigns to a sample.
char (6)	Preservation Code	Method used to preserve the sample (e.g. Unfilt. HN03). Validated against EMS Preservation table.
char (6)	Media Code	Media used to collect the sample (e.g. Polybottle 4L).
char (1000)	Result Comment	Text up to 1000 characters.

TR - Trailer Record

The trailer record will be used to validate that the transmission of the file has been successful by identifying that the last record has been received.

Type	Field	Content
char (2)	<u>Record Type</u>	TR

Special Provisions

- Since a number of required fields are validated against EMS lookup table, there will likely be events where output data is not found and can not be validated. (i.e. unidentified lab parameter against the EMS Parameter lookup table). In this case lab technical representatives should use original lab output data with a prefix of "X@-".

Example:

If the lab parameter "PCB-1268" is not found in the EMS Parameter lookup table, the output data should have this field prefixed as "X@-PCB-1268".

This special provision should apply to all fields validated to EMS Lookup tables:
Analyzing Agency, Parameter, Analytical Method, Measurement Unit.

Output File Name

File Name Format

LabName_LabTrackingNumber_ReportDate.CSV

e.g. ABC_L123456_20080409.csv,

where ABC is Lab Name, L123456 is Lab Tracking Number, 20080409 is Report Date.

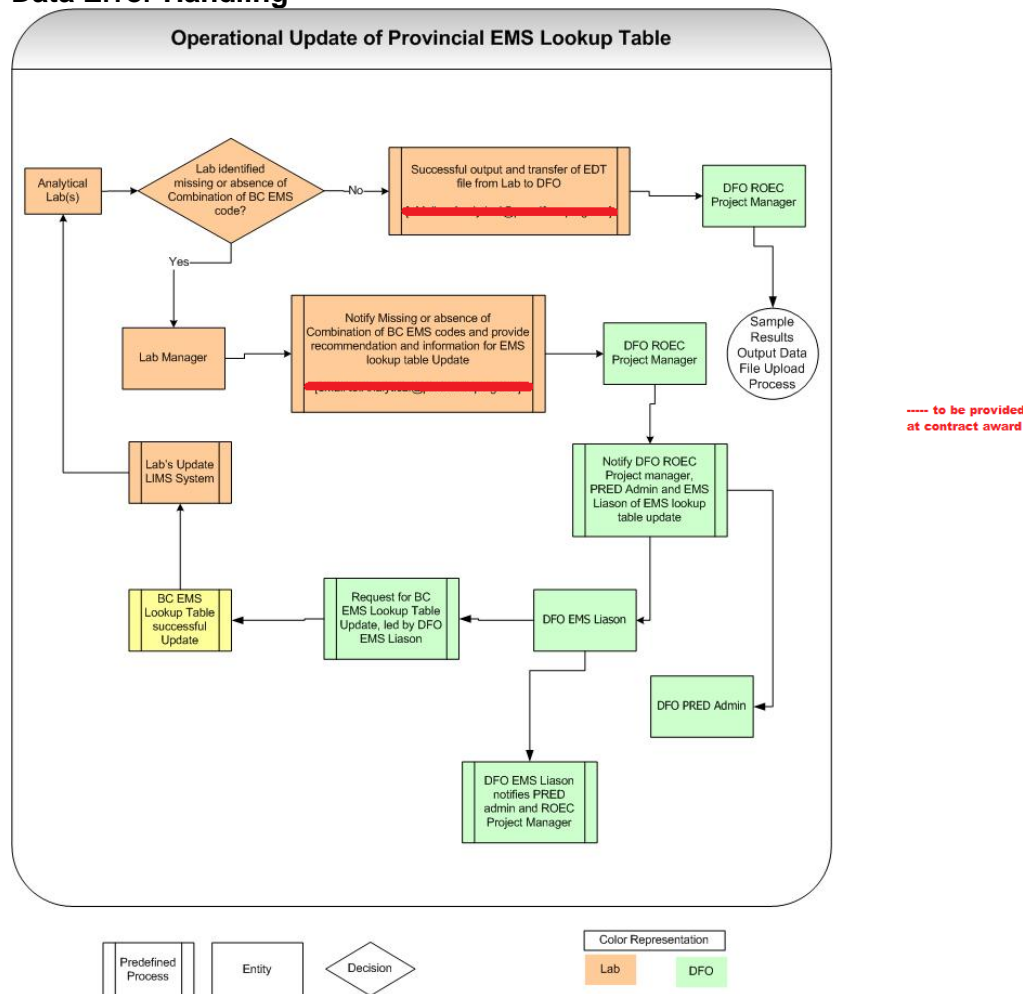
Sample Results Output file name must be formed using following standards:

Lab Name	Short name of Lab Name should be used as defined in BC EMS lookup table
Lab Tracking Number	Lab Tracking Number also referred as Group or Job Number as assigned by individual Lab
Report Date	Date of sample results creation in YYYYMMDD e.g. 20080409

Output File Delivery

Sample results output data file should be emailed to *(to be provided at contract award)*

Data Error Handling



ANNEX "B"

BASIS OF PAYMENT

1. PROFESSIONAL SERVICES

The Contractor will be paid in accordance with the Basis of Payment detailed in this Annex "B" for Work performed pursuant to the Contract.

2. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed on the full understanding that this Total Estimated Tendered Prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

3. GST/HST

- i. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- ii. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.

4. The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

5. TENDERED PRICES

Bidders are to provide prices to the tables below. All prices proposed by Bidders are to remain firm for the period of the Standing Offer.

In the tables below, pricing is requested for Standard and Rush turnaround times (TATs) as well as for low and bulk volumes of samples. These are defined as:

Standard Turnaround Time: Analytical results to be provided to DFO and/or its representative within 5 working days from receipt of sample except in the case of analyses using methods in which the actual time required exceeds 5 days.

Rush Turnaround Time: Analytical results to be provided to DFO and/or its representative within 48 hours from receipt of sample except in the case of analyses using methods in which the actual time required exceeds 48 hours.

Low Volume: The number of samples in one media being analyzed for a specific parameter is less than 15.

Bulk Volume: The number of samples of one media being analyzed for a specific parameter is greater than 15.

Please Note:

The Offeror is responsible for all arrangements and shipping costs from the DFO Environmental Services Office at 401 Burrard Street, Vancouver, B.C., from The Canadian Coast Guard base at 25 Huron Street in Victoria, or from the Institute of Ocean Sciences at 9860 West Saanich Road in Sidney to the Offeror's laboratory. To ensure sample hold times are met, the Offeror must be able to arrange shipment of samples to ensure a maximum shipping time of one (1) working day after a verbal request from the DFO Environmental Services personnel. The cost for shipping of samples from the DFO's Vancouver, Victoria, or Sidney offices by courier or by other means must be included in your sample analysis pricing.

DFO recognizes that analyses of some media for certain parameters requires a longer turnaround time than the standard turnaround time listed above and will make allowances as appropriate.

A. Soil/Sediment Samples

Analyses of parameters within the following analytic groups must be completed in accordance with the CCME Canadian Soil Quality Guidelines for the Protection of Environmental and Human Health. Analytical methods included in your price proposal must have detection limits below the CCME criteria for Agricultural land uses.

Analytical parameter (soil)	Standard TATs		Rush TATs	
	Low Vol.	Bulk (15+)	Low Vol.	Bulk (15+)
Metals (including pH)_CCME	\$	\$	\$	\$
Speciated Chromium III and VI	\$	\$	\$	\$
CWS F ₁ with BETX	\$	\$	\$	\$
CWS F ₂ , F ₃ and F ₄	\$	\$	\$	\$
Particle size (as required for CWS analyses)	\$	\$	\$	\$
Particle size distribution (Pipette method)	\$	\$	\$	\$
TOC (Total Organic Carbon)	\$	\$	\$	\$
N-P-K (available)	\$	\$	\$	\$
BTEX/VPH/MTBE/Styrene/VH	\$	\$	\$	\$
VOCs	\$	\$	\$	\$
LEPH/HEPH (not corrected for PAH)	\$	\$	\$	\$
PAHs (alkylated)	\$	\$	\$	\$
PAHs (IARC and TPE calculations included)	\$	\$	\$	\$
LEPH/HEPH/PAHs	\$	\$	\$	\$
Chlorinated Hydrocarbons (CCME/CSR list excluding dioxins and furans)	\$	\$	\$	\$
Biocides (i.e. a combined biocide scan including all biocides for which CCME guideline values exist)	\$	\$	\$	\$
***Glycols (Ethylene)	\$	\$	\$	\$
TCLP (BTEX)	\$	\$	\$	\$
TCLP (PAH)	\$	\$	\$	\$
TCLP (Metals)	\$	\$	\$	\$
***Dioxins/Furans	\$	\$	\$	\$
***PCBs (Aroclors 1242, 1248, 1254, & 1260))	\$	\$	\$	\$
***PCPs (pentachlorophenols)	\$	\$	\$	\$

Note: Please indicate cost price per test for Standard and Rush test.

*** indicates that very rarely will such samples be analyzed.

B. Building Materials

Analyses of parameters within the following analyte groups in accordance with CCME Canadian Sediment Quality Guidelines for the Protection of Aquatic Life:

Analytical parameter (sediment)	Standard TAT		Rush TAT	
	Low Vol.	Bulk (15+)	Low Vol.	Bulk (15+)
Asbestos	\$	\$	\$	\$
Lead	\$	\$	\$	\$
TCLP (lead)	\$	\$	\$	\$

Note: Please indicate cost price per test for Standard and Rush test.

Analytical methods included in your price proposal must have detection limits below the most stringent applicable standards/guidelines.

C. Water Samples

Analyses of parameters within the following analyte groups in accordance with the CCME Canadian Water Quality Guidelines for the Protection of Aquatic Life (where fw = fresh water and mw = marine water):

Analytical parameter (water)	Standard TAT		Rush TAT	
	Low Vol.	Bulk (15+)	Low Vol.	Bulk (15+)
Conductivity	\$	\$	\$	\$
Metals (including pH, hardness)_fw	\$	\$	\$	\$
Metals (including pH, hardness)_mw	\$	\$	\$	\$
CCME F1 (including BTEX)	\$	\$	\$	\$
CCME F2-F4	\$	\$	\$	\$
BTEX/VPH/MTBE/Styrene	\$	\$	\$	\$
VOCs	\$	\$	\$	\$
LEPH/HEPH (not corrected for PAHs)	\$	\$	\$	\$
PAHs	\$	\$	\$	\$
LEPH/HEPH/PAHs	\$	\$	\$	\$
***Glycols (Ethylene & Propylene)	\$	\$	\$	\$
***PCBs	\$	\$	\$	\$
***PCPs	\$	\$	\$	\$
***Dioxins/Furans	\$	\$	\$	\$

Note: Please indicate cost price per test for Standard and Rush test.

Analytical methods included in your price proposal must have detection limits below the most stringent of a) CCME criteria for Marine or Freshwater Aquatic Life or b) British Columbia Generic Numerical Water Standards.

D. Air/Soil Vapour Samples

Analyses of parameters within the following analyte groups:

Analytical parameter (Air/Soil Vapour)	Standard TAT		Rush TAT	
	Low Vol.	Bulk (15+)	Low Vol.	Bulk (15+)
Aliphatics	\$	\$	\$	\$
Aromatics	\$	\$	\$	\$
PAH compounds	\$	\$	\$	\$
BTEX/VPVh/MTBE	\$	\$	\$	\$
VOCs	\$	\$	\$	\$
VHv	\$	\$	\$	\$
VPVh (C6-C13)	\$	\$	\$	\$

Note: Please indicate cost price per test for Standard and Rush test

Pricing for provision of calibrated sampling equipment and containers must be provided below.

Air/Soil Vapour Sampling Equipment	Rental Duration		
	Daily	Weekly	Monthly
Air Pump	\$	\$	\$
Charcoal Tube	\$	\$	\$
Thermal Desorption Tube	\$	\$	\$
SUMMA Canister	\$	\$	\$
Flow Control Valve	\$	\$	\$

E. Animal Tissue Samples

All results shall be reported as mg/kg dry weight. Analyses of parameters within the following analyte groups:

Analytical parameter	Standard TAT		Rush TAT	
	Low Vol.	Bulk (15+)	Low Vol.	Bulk (15+)
Metals (including Mercury)				
PAH compounds***				
Moisture (%)				
Lipids (Fat content)				

Note: Please indicate cost price per test for Standard and Rush test.

*** **GC/MS** method is what DFO have been using and require Detection Limit between 0.001 and 0.05 depending on analyte.

F. Plant Tissue Samples

All results shall be reported as mg/kg dry weight. Analyses of parameters within the following analyte groups:

Analytical parameter	Standard TAT		Rush TAT	
	Low Vol.	BULK (15+)	Low Vol.	BULK (15+)
Metals (including Mercury)				
Moisture (%)				

Note: Please indicate cost price per test for Standard and Rush test.

Analyses Not Listed

DFO has attempted to include all types of analyses that we expect to request; however we recognize that over the course of the Standing Offer, we may need to request other tests not specified above. In these cases, the basis of payment for tests not listed above shall be the supplier's current Analysis Price Catalogue in effect less a specific percentage (to be provided in the cost proposal) plus any applicable surcharge for urgent tests or any applicable discount for bulk analysis.

Sample Storage and Disposal

Pricing on a per sample basis should be included for:

- Storage of samples not analyzed; and
- Disposal of samples not analyzed.

Pricing for storage and disposal of samples that have been analyzed for one or more parameters must be included in the analysis price.

Equipment

Pricing for common sampling equipment/containers (e.g. air pumps, summa canisters) should also be included as part of the price proposal.

Fixed Rates

Analytical rates will be fixed for the duration of the Standing Offer contract. Increases to the rates will not be permitted.

As previously noted, this proposed Standing Offer is subject to the condition that the Crown is not obliged to accept or purchase any service whatsoever or any specified quantity of services set out herein. While this standing offer evaluation does not involve the direct comparison of all of a proponent's analytical rates to those of other proponents, prices will ultimately be considered on a project by project basis. As such, proponents are encouraged to provide competitive pricing.

Solicitation No. - N° de l'invitation

F5211-180193

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

F1950-180002

Amd. No. - N° de la modif.

File No. - N° du dossier

F5211-180193

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

ANNEX "C" STANDING OFFER REPORT

Date of the call-up	Project Authority	Items acquired/services provided	Work completion date	Quantity	Price	Total

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);

ANNEX "1" to PART 4 OF THE REQUEST FOR STANDING OFFERS**EVALUATION CRITERIA****MANDATORY REQUIREMENTS:**

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 proponent 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.

No.	Mandatory Criteria	Meets Criteria (✓)	Proposal Page No.
M1	Licenses/Certifications: The Bidder must hold the certification by the Standards Council of Canada – Canadian Association for Laboratory Association (SCC – CALA) at time of bid close. Bidders must provide proof of this certification with their bid.		
M2	The Bidder must provide two (2) client references from previous similar contracts within the last five (5) years.		
M3	The Bidder's proposed resource as the Senior Technical Specialist must have 10 years of work experience related to contaminated sites analyses.		
M4	The Bidder's proposed resource as the Project Manager must have a minimum of 8 years Project Management Experience related to contaminated sites analyses		

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.

CRITERIA	Page #	Points	Minimum	Score
No.	Point Rated Technical Criteria	Maximum Points	Points Allotted	Proposal Page No.
R1	The Bidder should demonstrate (beyond what is stated in mandatory requirement M4) that the proposed resource as the Senior Technical Specialist has experience providing laboratory services for contaminated site projects.	15		

	<p>≥ 10 yrs and < 12 yrs : 120 months – 144 months – 5 pts ≥ 12 yrs and < 15 yrs : 145 months – 179 months – 10 pts ≥ 15 yrs : 180+ months – 15 pts</p>			
R2	<p>The Bidder should demonstrate (beyond what is stated in mandatory requirement M5) that the proposed resource as the Project Manager has experience providing laboratory services for contaminated site projects.</p> <p>≥ 8 yrs and < 10 yrs : 96 months – 119 months – 5 pts ≥ 10 yrs and < 12 yrs : 120 months – 143 months – 10 pts ≥ 12 yrs : 144 + months – 15 pts</p>	15		
Total:		30		

FINANCIAL EVALUATION:**FOR EVALUATION PURPOSES ONLY**

The table below is for financial evaluation purposes only. Complete table with all potential analytical parameters are in Annex B – Basis of Payment. The prices that are proposed in the below table are to match the proposed prices in Annex B – Basis of Payment.

All prices are to remain firm for the period of the Standing Offer.

In the table below, please provide a price for each analytical parameter provided below. Suppliers will be evaluated against the overall total blended rate.

Sample Media	Analytical Parameter (Standard TAT, Low Volume)	Proposed Rate Per Sample	Blending Percentage	Blended Rate
Soil	CCME Metals (incl. pH)		x 0.08	
Soil	CWS F1 incl. BTEX		x 0.06	
Soil	CWS F2, F3 and F4		x 0.06	
Soil	PAH		x 0.05	
Soil	TCLP (Metals)		x 0.05	
Water	CCME Metals (incl pH, Hardness)_fw		x 0.08	
Water	CCME Metals (incl pH, Hardness)_mw		x 0.08	
Water	CCME F1 incl BTEX		x 0.07	
Water	CCME F2, F3, F4		x 0.07	
Water	PAH		x 0.05	
Air	Aliphatics		x 0.05	
Air	Aromatics		x 0.05	
Air	PAH		x 0.05	
Air	VPHv		x 0.05	
Animal Tissue	Metals		x 0.05	
Animal Tissue	PAH		x 0.05	
Plant Tissue	Metals		x 0.05	
Total Blended Rate (For Evaluation Purposes Only)				

Solicitation No. - N° de l'invitation

F5211-180193

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

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F5211-180193

Buyer ID - Id de l'acheteur

CCC No./N° CCC - FMS No./N° VME

BASIS OF SELECTION:

The Crown is awarding up to five (5) Standing Offer Agreements under this Standing Offer. The five suppliers who have achieve the Highest Combined Rating of Technical Merit and Price will be awarded an agreement.