



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

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

**11 Laurier St./ 11 rue, Laurier**

**Place du Portage, Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau, Québec K1A 0S5**

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

THIS DOCUMENT CONTAINS A SECURITY  
REQUIREMENT / DOCUMENT CONTIENT DES  
EXIGENCES RELATIVES À LA SÉCURITÉ

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Scientific, Medical and Photographic Division / Division de  
l'équipement scientifique, des produits photographiques et  
pharmaceutiques

11 Laurier St./ 11 rue, Laurier

6A2, Place du Portage

Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> Microbiological Water Quality Monit	
<b>Solicitation No. - N° de l'invitation</b> HT156-182421/A	<b>Date</b> 2018-10-14
<b>Client Reference No. - N° de référence du client</b> HT156-182421	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$PV-915-75622	
<b>File No. - N° de dossier</b> pv915.HT156-182421	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-11-26</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> MacCuaig, Shannon	<b>Buyer Id - Id de l'acheteur</b> pv915
<b>Telephone No. - N° de téléphone</b> (613) 697-0956 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF HEALTH JEANNE MANCE BLDG RM 1536B TUNNEYS PASTURE OTTAWA Ontario K1A0K9 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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Solicitation No. - N° de l'invitation  
HT156-182421/A  
Client Ref. No. - N° de réf. du client  
HT156-182421

Amd. No. - N° de la modif.  
File No. - N° du dossier  
Pv915.HT156-182421

Buyer ID - Id de l'acheteur  
Pv915  
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:<br><br>7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>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 Requirement, the Basis of Payment and any other annexes.

### **1.2 Summary**

- 1.2.1 The Department of Indigenous Services Canada has a requirement for Automated Microbiological Water Quality Monitoring Systems, test kits, associated supplies and equipment for the monitoring and testing the Drinking Water in First Nation or Inuit communities located in Alberta, Saskatchewan, Manitoba, Ontario, Quebec and Atlantic (Atlantic includes New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland and Labrador) for the presence/absence and/or quantification of *Escherichia coli* (E.coli) and Total Coliforms. The period of the Standing Offer will be 2 years and include options to extend the SO for 3 additional 1-year periods.
- 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), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3 This is an open tender. However, it will be set-aside under the Government of Canada's Procurement Strategy for Aboriginal Business (PSAB) if two or more bids have been received by Aboriginal businesses who are certified under the Procurement Strategy for Aboriginal Business (PSAB) criteria and who may be listed in Innovation, Science and Economic Development Canada's Aboriginal Business Directory ([http://www.ic.gc.ca/eic/site/ccc\\_bt-rec\\_ec.nsf/eng/h\\_00011.html](http://www.ic.gc.ca/eic/site/ccc_bt-rec_ec.nsf/eng/h_00011.html)). If your Aboriginal business is not yet registered in the Aboriginal Business Directory, please do so at the link provided above. If bids from two or more Aboriginal

businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Aboriginal businesses and will not consider bids from any non-Aboriginal businesses that may have been submitted. If the bids from the Aboriginal businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Aboriginal businesses remain, bids from all of the non-Aboriginal businesses that had submitted bids will then be considered by the contracting authority.

- 1.2.4 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

### 1.3 Debriefings

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 (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: sixty (60) days  
Insert: ninety (90) days

### 2.2 Submission of Offers

Offers must be submitted only to Public Works and Government Services Canada Bid Receiving Unit by the date, time and place indicated in the RFSO.

**Bid Receiving - PWGSC**  
Place du Portage, Phase III, Tower B  
11 Laurier Street  
Gatineau, Quebec  
For couriers: J8X 4A6  
For regular mail: K1A 0S5

Telephone: (819) 420-7201  
Fax No.: (819) 997-9776

The above address is for the sole purpose of offer submission. No other communications are to be forwarded to this address.

No offer shall be sent directly to the PWGSC Contracting Authority. Offers sent directly to the PWGSC Contracting Authority will not be considered.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile or electronic mail to PWGSC will not be accepted.

### **2.3. Enquiries - Request for Standing Offers**

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

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

### **2.4 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**

If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. Offerors are required to provide their offer in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The offer must be gathered per section and separated as follows:

Section I: Technical Offer  
Section II: Financial Offer  
Section III: Certifications

If the Offeror chooses to submit its offer in hard copies, Canada requests that the Offeror provides its offer in separately bound sections as follows:

Section I: Technical Offer (3 hard copies and 1 soft copy on CD, DVD or USB key)

Section II: Financial Offer (2 hard copies and 1 soft copy on CD, DVD or USB key)

### Section III: Certifications (2 hard copies)

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 provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<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.

In their technical offer, Offerors should demonstrate their understanding of the requirements contained in the request for standing offer and explain how they will meet these requirements. Offerors should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the request for standing offer is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that Offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Offerors may refer to different sections of their offer by identifying the specific paragraph and page number where the subject topic has already been addressed.

The technical offer consists of the following:

- (a) **Supporting Technical documentation:** Technical brochures or technical data to demonstrate compliancy to the requirement as described in Annex A.
- (b) **List of Products:** Offerors must include a complete product list identifying: the product name; the name of manufacturer; the model and part number of each component which make up the system.

Offerors must also state the point of manufacture and shipping of goods or where service is to be performed: The Offerors are requested to use the form provided in Form 3.

- (c) **Contacts:** Offerors are requested to provide the following: Information pertaining to Article 6.5.3 Contractor Representatives under Part 6, Standing Offer.

## Section II: Financial Offer

### 3.2 Financial Offer

- (a) **Pricing:** Offerors must submit their financial offer in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- (b) **All Costs to be Included:** The financial offer must include all costs for the requirement described in the standing offer for the entire Standing Offer Period, including any option years. The identification of all necessary equipment, software, peripherals, cabling and components required to meet the requirements of the standing offer and the associated costs of these items is the sole responsibility of the Offeror.
- (c) **Blank Prices:** Offerors are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Offeror leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Offeror confirm that the price is, in fact, \$0.00. No Offeror will be permitted to add or change a price as part of this confirmation. Any Offeror who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 3.3 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Form 2 - Electronic Payment Instruments, to identify which ones are accepted.

If Form 2 - 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.

### 3.4 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.



- (c) The evaluation team will determine first if there are two or more bids with a valid PSAB certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, then all bids received will be evaluated.

#### **4.1.1. Technical Evaluation**

All offers submitted shall be completed in full and provide all of the information requested in the Request for Standing Offer (RFSO) package to enable a full and complete evaluation. If the requirement is not addressed in the Offeror's offer, the offer will be considered incomplete or non-responsive and will be rejected. The onus is on the Offeror to provide all the information necessary to ensure a complete and accurate assessment.

##### **4.1.1.1 Mandatory Technical Criteria**

See Annex A for the mandatory technical evaluation criteria.

#### **4.1.2 Financial Evaluation**

The financial evaluation will be conducted by calculating the Total Aggregated Bid Price in accordance with the pricing tables provided in Annex B - Pricing Tables.

##### **Evaluation of Price - Offer**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP various locations Incoterms® 2010, Canadian customs duties and excise taxes included.

Unless the Standing Offer specifically requires offers to be submitted in Canadian currency, offers submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the request for standing offer closing date, or on another date specified in the Standing Offer, will be applied as a conversion factor to the offers submitted in foreign currency.

#### **4.1.3 Estimated Quantity**

The estimated quantity of goods specified in Annex B, Pricing Table are for evaluation purposes only and in no way do they represent any commitments from Canada

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

M0031T Basis of Selection - Mandatory Technical Criteria Only

2007-05-25

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

## **5.1 Certifications Required with the Offer**

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

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

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

### **5.1.2 Additional Certifications Required with the Offer**

#### **5.1.2.2 Set-aside for Aboriginal Business**

This procurement is conditionally set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB). If the below certification is not provided by the Bidder, the bid will be evaluated as being from a non-Aboriginal business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4, Supply Manual. (Form 5)

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

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

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

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process. (Form 1)

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

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

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

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

### **A. STANDING OFFER**

#### **6.1 Offer**

**6.1.1** The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex A.

#### **6.2 Security Requirements**

There is no security requirement applicable to the Standing Offer.

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

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

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

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

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

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

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex 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 quarterly basis to the Standing Offer Authority.

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

Quarterly periods are defined as follows:

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

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

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

The period for making call-ups against the Standing Offer is from award date to 2 years later; and

the period during which the Standing Offer is extended, if Canada chooses to exercise the options set out in the Standing Offer.

#### **6.4.2 Extension of Standing Offer**

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional 3 one-year periods under the same conditions and at the rates or prices 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 thirty days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

#### **6.4.3 Delivery Points**

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

### **6.5 Authorities**

#### **6.5.1 Standing Offer Authority**

The Standing Offer Authority is:

Name: Shannon MacCuaig  
Title: Supply Specialist

Public Works and Government Services Canada  
Commercial Consumer Products Directorate  
140 O'Connor Street, East Tower, 7<sup>th</sup> floor  
L'Esplanade Laurier (LEL), Ottawa, Ontario, K1A 0G5

Telephone: 613-697-0956  
E-mail address: shannon.maccuaig@pwgsc.gc.ca

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

#### **6.5.2 Project Authority (to be filled in only at Standing Offer issuance)**

The Project Authority for the Standing Offer is:

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

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

#### **6.5.3 Offeror's Representative (Offeror to fill in)**

The telephone number of the person responsible for:

**General enquiries**

**Delivery Follow-up**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Identified Users

The Identified Users authorized to make call-ups against the Standing Offer are listed at Annex E.

## 6.7 Call-up Procedures

- 6.7.1 Authorized Call-ups against this Standing Offer must be made using duly completed 942 call-up form by methods such as facsimile, electronic mail or any other method deemed acceptable by both the Identified User and the Offeror.
- 6.7.2 No costs incurred before the receipt of a signed Call-up or equivalent document can be charged to this Standing Offer.
- 6.7.3 If by error or omission the Identified User fails to apply the correct price to an item, it is the responsibility of the Offeror to notify the Identified User of the error prior to delivery.
- 6.7.4 Any modifications to the original call-up must be supported by the issuance of a subsequent form in accordance with the Standing Offer terms and conditions in effect at the time of call-up.
- 6.7.5 For urgent requirement only Identified Users may request goods/services by telephone/facsimile/ e-mail which must be followed up by issuing a call-up or equivalent document no later than the next working day, to confirm the request for goods.

Call-ups paid for by Acquisition Cards as an alternative to other payment methods identified in the Standing Offer must be made as specified above.

## 6.8 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 paragraph 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.

## 6.9 Client Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$400,000 (Applicable Taxes included) for the client.

Individual requirements exceeding these amounts must be submitted to PSPC in the form of a funded requisition (9200) for processing.

The Standing Offer Authority (or their delegated representatives) may issue call-ups in excess of **\$400,000**.

## 6.10 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) 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- e) Annex A, Statement of Requirement;
- f) Annex B, Basis of Payment;
- g) Annex C;
- h) Annex D;
- i) Annex E; and
- j) 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*).

## 6.11 Certifications and Additional Information

### 6.11.1 Compliance

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

## 6.12 Applicable Laws

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

## B. RESULTING CONTRACT CLAUSES

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

### 6.1 Statement of Requirement

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

### 6.2 Standard Clauses and Conditions

#### 6.2.1 General Conditions

2010A (2018-06-21), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

The 2010A (2018-06-21), General Conditions - Goods (Medium Complexity) is appended with Section 32 - Intellectual Property Infringement and Royalties, as follows:

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to Department of Justice Act, R.S. 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3) The Contractor has no obligation regarding claims that were only made because:
  - (a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - (b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - (c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - (d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
  - (a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - (b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - (c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

## **6.2.2 Additional General Conditions**

### **6.2.2.1 Conduct of the Work**

- 1) The Contractor represents and warrants that:
  - a. it is competent to perform the Work;
  - b. it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
  - c. it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- 2) The Contractor must:
  - a. perform the Work diligently and efficiently;
  - b. except for Government Property, supply everything necessary to perform the Work;
  - c. use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
  - d. select and employ a sufficient number of qualified people;
  - e. perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract;
  - f. provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

### **6.2.2.2 Subcontracts**

The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor.

### **6.2.2.3 Harassment in the workplace**

- 1) The Contractor acknowledges the responsibility of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the [Policy on Harassment Prevention and Resolution](#), which is also applicable to the Contractor, is available on the Treasury Board Web site.
- 2) The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

### **6.2.2.4 Access to information**

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to](#)



*Information Act* and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the *Access to Information Act* provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the *Access to Information Act* is guilty of an offence and is liable to imprisonment or a fine, or both.

### 6.2.3 Supplemental General Conditions

4001 (2015-04-01) Hardware Purchase, Lease and Maintenance;  
4003 (2010-08-16) Licensed Software; and  
4004 (2013-04-25) Maintenance and Support Services for Licensed Software;

apply to and form part of the Contract.

### 6.3 Term of Contract

#### 6.3.1 Period of the Contract

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

#### 6.3.2 Shipping Instructions - Delivery at Destination

1. Shipment shall be consigned to the destination specified herein and delivered:  
  
DDP Delivered Duty Paid (named destinations within call-ups) Incoterms® 2010 for shipments from a commercial supplier.
2. The Contractor will be responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.

### 6.4 Payment

#### 6.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit prices, as specified in Annex B - Basis of Payment. Customs duties are included and the total amount of applicable taxes must be shown separately.

#### 6.4.2 Method of Payment

H1001C Multiple Payment 2008-05-12

#### 6.4.3 SACC Manual Clauses

C0100C	Discretionary Audit - Commercial Goods and/or Services	2010-01-11
C2000C	Taxes - Foreign-Based Contractor	2007-11-30
C2605C	Canadian Customs Duty and Sales Tax	2008-05-12
C2608C	Canadian Customs Documentation	2012-07-16

#### 6.4.4 Electronic Payment of Invoices – Call-up (*indicate applicable methods from Form 2 here*)

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;

- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only).

## 6.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the information required in section 10 of 2010A General Conditions - Goods (Medium Complexity).

Original copy to consignee with one copy to the Contracting Authority.

## 6.6 Insurance

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

## 6.7 SACC Manual Clauses

B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16
A2000C	Foreign Nationals (Canadian Contractor)	2006-06-16
A2001C	Foreign Nationals (Foreign Contractor)	2006-06-16
D2025C	Wood Packaging Materials	2013-11-06
D5540C	ISO 9001:2008 Quality Management System-Requirements (QAC Q)	2010-08-16
D5545C	ISO 9001:2008 Quality Management System-Requirements (QAC C)	2010-08-16
D6010C	Palletization	2007-11-30

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## ANNEX A

### STATEMENT OF REQUIREMENT

#### A.1 - REQUIREMENT

The Department of Indigenous Services Canada-First Nation and Inuit Health Branch has a requirement for the supply of Automated Microbiological Water Quality Monitoring Systems, test kits, associated supplies and equipment for the monitoring and testing the Drinking Water in First Nation or Inuit communities located in Alberta, Saskatchewan, Manitoba, Ontario, Quebec and Atlantic (Atlantic includes New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland and Labrador) for the presence/absence and/or quantification of Escherichia coli (E.coli) and Total Coliforms, on an as and when requested basis for 2 years, which must meet all of the mandatory technical requirements as specified below and the mandatory evaluation criteria as specified at Article A.2 - Mandatory Technical Specifications.

The requirement also includes the option to purchase additional deliveries on an as and when requested basis for up to 3 additional 1-year periods.

The requirement must work and operate at all times in accordance with the following mandatory technical requirements and the mandatory evaluation criteria as specified below at Article A.2 - Mandatory Technical Specifications.

#### A.2 MANDATORY TECHNICAL SPECIFICATIONS

Mandatory Specifications for the automated water quality monitoring system and associated products:

*The Contractor must fulfill the following tasks on an as-and-when-needed basis.*

- The test kits and associated supplies and equipment must withstand the impacts of rough handling and exposure to Canada's seasonal variable hot and cold temperatures.
- Must have U.S.EPA certified/approved methodology for Total Coliforms and E. coli.
- Test kits and equipment must have the ability to be used for presence/absence testing and/or quantification of Total Coliforms and E-Coli in drinking water samples.
- Test kits must produce results for presence/absence test, and/or quantification specific for the detection of Total Coliforms and E.Coli, in less than 24 hours incubation time at temperatures between 30-37°C.
- Test kits must detect from one (1) to two hundred (200) Colony Forming Unit (CFU)/100m without dilutions, for Total Coliforms and E-Coli during testing.
- Equipment must provide automated results interpretation and electronic notifications.
- Test kits must, for the purpose of minimizing contamination, not use Multiple Tube Fermentation (MTF) method.
- Test kits and equipment must have no requirement for media preparation or sterilization.
- Equipment must incorporate quality assurance and quality control protocols including but not limited to logging start and end test times, incubation temperatures and notifications of temperature deviations outside set parameters.
- Test kits/equipment must be serviceable and have calibration validation capability.
- Units/equipment must be capable of analysing greater than 10 samples at a time.
- The Contractor must provide a calibration validation cartridge (check standard) with each unit as part of quality control program.

- The analysis cartridges must have a minimum shelf-life of 8 months at the time of the delivery.
- The analysis method must not produce bioaerosols.

Mandatory servicing requirements:

- The Contractor must supply, package, and deliver the fully automated microbiology detection system and its related products to First Nation or Inuit communities across Canada located in the regions of Alberta, Saskatchewan, Manitoba, Ontario, Quebec and Atlantic (Atlantic includes New Brunswick, Prince Edward Island, Nova Scotia Newfoundland and Labrador).
- The Contractor must provide on-site set up of the devices.
- The Contractor must provide installation and commissioning of the devices.
- The Contractor must provide training on-site and on-line how to set up and use the device and its related products to Environmental Public Health Officers (EPHO) and Community.
- The Contractor must provide workshop training materials and supplies and provide copies of user training guides for the workshop participants as well as a trainer to lead the workshops.
- The Contractor must provide technical support that includes troubleshooting the device and addressing any operational issues with the unit *on an as-and-when-needed basis* to each site equipped with a unit. Technical support should be provided by phone, email or on site as required.
- The Contractor must provide regional technical support; technical phone support; support via the Internet; and support via a fax-back document system. Response for service must be within 12 hours or less.

## ANNEX B

### BASIS OF PAYMENT

The Bidder must provide all of the pricing requested in the following Tables in accordance with **Article 6.6.1 - Basis of Payment.**

Please refer to Annex A – Mandatory Servicing Requirements

**Table 1: Requirement:**

Item	Description	Number of Units for Evaluation Purposes	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)
1	Microbiological water quality monitoring system, including initial testing cartridges and supplies	30	Each	\$	\$ Number of Units X Firm Unit Price
2	Installation	30	Flat rate	\$	\$ Number of Units X Firm Unit Price
3	On-site training	30	Per diem	\$	\$ Number of Units X Firm Unit Price
4	Unit on-site service	30	Per diem	\$	\$ Number of Units X Firm Unit Price
5	Technical support for the machines via hotline and email	30	Per diem	\$	\$ Number of Units X Firm Unit Price
	<b>Total Aggregated Bid Price:</b>				Sum of Items 1 through 5

## ANNEX C

### Standing Offer Reporting

Instructions for submission of standing offer usage data. The Contractor must e-mail the information identified below in the form of an electronic spreadsheet in the format below, to the following address:

shannon.maccuaig@pwgsc.gc.ca

The report must include as a minimum the following:

- The standing offer number for which the data is submitted;
- The identified user;
- The period for which the data has been accumulated (start date to end date);
- The start date and end date for the standing offer;
- Item description and quantity being ordered;
- Unit of issue;
- Value of individual call-ups; and
- The total spend per reporting period and to date, by government department.

Standing Offer (Insert Standing Offer #)		Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)

Item Description	Quantity	Unit of Measure (each, litre, etc.)	Value of Order (not including GST/HST or Delivery)

NOTE: A MICROSOFT EXCEL FORMAT FILE FOR THE PURPOSE OF REPORTING IS AVAILABLE ELECTRONICALLY UPON E-MAIL REQUEST TO THE CONTRACTING AUTHORITY.

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File No. - N° du dossier  
Pv915.HT156-182421

Buyer ID - Id de l'acheteur  
Pv915  
CCC No./N° CCC - FMS No/N° VME

## ANNEX D – 942 Call-up Form



Public Works and Government  
Services Canada

Travaux publics et Services  
gouvernementaux Canada

### Call-up Against a Standing Offer

#### Commande subséquente à une offre à commandes

Ship to - Expéditeur à	Consignee Code Code destinataire
	Postal Code Code postal
Supplier - Fournisseur	Procurement Business No. (PBN) Numéro d'entreprise - approvisionnement (NEA)

**To the supplier:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur:** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

**Security: The call-up includes security provisions.**

**Sécurité : La demande comprend des exigences en matière de sécurité.**

☐

NO  
NON

☐

YES  
OUI

If YES, attach a SRCL to the call-up  
Si OUI, joindre une LVERS à la demande

Invoices must be sent in accordance with - Les factures doivent être envoyées selon :

☐

The detailed instructions in the standing offer  
Les instructions détaillées dans l'offre à commandes

☐

The address shown in the "Ship to" block  
L'adresse indiquée dans la case « Expéditeur à »

☐

Special instructions below  
Les instructions particulières ci-dessous

Each shipment must be accompanied by a packing or delivery slip. All invoices, bills of lading and packing slips must show the following reference numbers.

Financial Code(s) - Code financier(s)

Chaque expédition doit être accompagnée d'un bordereau d'emballage ou de livraison. Les factures, connaissements et bordereaux d'emballage doivent tous porter les numéros de référence suivants.

Standing Offer No. - N° de l'offre à commandes

Requisition No. - N° de demande

Order. Off. - Bur. dem. YY - AA Serial No. - N° de série

Client Reference No. (optional)

N° de référence du client (facultatif)

**The representative of the Identified User signing the call-up form must indicate his or her physical address. This address will constitute the address most connected with the supply and will determine, where applicable, the place of supply for this procurement.**  
**Le représentant de l'utilisateur désigné qui signe le formulaire de commande subséquente doit indiquer son adresse municipale, qui constituera l'adresse la plus associée à l'approvisionnement et qui déterminera, le cas échéant, le lieu d'approvisionnement pour cette commande.**

Amendment No. N° de modification	Previous Value (\$) Valeur précédente (\$)	Value of increase or decrease (\$) Valeur de l'augmentation ou diminution (\$)	Total estimated expenditures or revised Total des dépenses estimatives ou révisées
-------------------------------------	---	---	---

Item No. N° de l'article	NATO Stock No. / Item Description N° de nomenclature de l'OTAN / Description de l'article	U. of l. U. de d.	Quantity Quantité	Unit Price Prix unitaire (\$)	Extended Price Prix calculé (\$)

Special Instructions - Instructions particulières

Total

For further information, call - Pour renseignements supplémentaires, contacter

Name - Nom

Telephone No. - N° de téléphone

Delivery required by - Livraison requise le  
(YYYY-MM-DD) (AAAA-MM-JJ)

For internal purposes only - Pour usage interne seulement

Approved for the Minister - Approuvé pour le Ministre

Pursuant to subsection 32(1) of the *Financial Administration Act*, funds are available.  
En vertu du paragraphe 32(1) de la *Loi sur la gestion des finances publiques*, des fonds sont disponibles.

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Signature (Mandatory - Obligatoire)

Date (YYYY-MM-DD - AAAA-MM-JJ)

Canada

PWGC-TPSGC 942 (01/2014)

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## ANNEX E

### Identified Users/ Consignee Address List Environmental Public Health Division First Nations Inuit Health Branch

Equipment and related supplies may also be shipped, commissioned and set up in different First Nation and Inuit communities throughout Canada in the Regions of Alberta, Saskatchewan, Manitoba, Ontario, Quebec and Atlantic (Atlantic includes: New Brunswick, Nova Scotia and Prince Edward Island) as per call-up against the Standing Offer.

#### **Alberta Region**

Indigenous Services Canada  
First Nations and Inuit Health Branch  
Environmental Public Health Services  
Suite 730, 9700 Jasper Avenue  
Edmonton, Alberta  
T5J 4C3

#### **Atlantic Region**

Indigenous Services Canada  
First Nations and Inuit Health Services  
15<sup>th</sup> Floor, Suite 1515, Maritime Centre  
1505 Barrington Street  
Halifax, NS  
B3J 3Y6

#### **Manitoba Region**

Indigenous Services Canada  
First Nations and Inuit Health Branch  
391 York Avenue, Suite 300  
Winnipeg, MB  
R3C 4W1

#### **Ontario Region**

##### **Southern Ontario**

Indigenous Services Canada  
Environmental Public Health Services  
195 Henry Street  
Unit 6C  
Brantford, ON  
N3S 5C9

##### **Sioux Lookout Zone**

Indigenous Services Canada  
Environmental Public Health Services  
78- 7<sup>th</sup> Avenue  
P.O. Box 1500  
Sioux Lookout, ON  
P8T 1C2



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**Thunder Bay West**

Indigenous Services Canada  
Environmental Public Health Services  
981 Balmoral Street  
Thunder Bay, ON  
P7B 0A6

**Thunder Bay East**

Indigenous Services Canada  
Environmental Public Health Services  
206 – 120 Cedar Street  
Timmins, ON  
P4N 2G8

**Quebec Region**

Indigenous Services Canada  
First Nations and Inuit Health Branch  
Quebec Regional Office, 2<sup>nd</sup> Floor, East Tower  
200 René Lévesque Boulevard West  
Montreal, Quebec  
H2Z 1X4

**Saskatchewan Region**

Indigenous Services Canada, Regina  
First Nations and Inuit Health Branch  
1<sup>st</sup> Floor, South Broad Plaza  
2045 Broad Street  
Regina, SK  
S4P 3T7

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**Form 1**  
**COMPLETE LIST OF DIRECTORS**  
**(As per Standard Instructions, Clauses and Conditions Part 2)**

Name	Position
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Form 2 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):

- ( ) VISA Acquisition Card;
- ( ) MasterCard Acquisition Card;
- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI);
- ( ) Wire Transfer (International Only).

Solicitation No. - N° de l'invitation  
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**Form 3****LIST OF PRODUCTS**

Product Name	Model/Part Number	Name of Manufacture		

#### Form 4 – MANDATORY TECHNICAL EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Standing Offer.

Offerors are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
M1	The test kits and associated supplies and equipment must withstand the impacts of rough handling and exposure to Canada's seasonal variable hot and cold temperatures.	
M2	Must have U.S.EPA certified/approved methodology for Total Coliforms and E. coli.	
M3	Test kits and equipment must have the ability to be used for presence/absence testing and/or quantification of Total Coliforms and E-Coli in drinking water samples.	
M4	Test kits must produce results for presence/absence test, and/or quantification specific for the detection of Total Coliforms and E.Coli, in less than 24 hours incubation time at temperatures between 30-37°C.	
M5	Test kits must detect from one (1) to two hundred (200) Colony Forming Unit (CFU)/100m without dilutions, for Total Coliforms and E-Coli during testing.	
M6	Equipment must provide automated results interpretation and electronic notifications.	
M7	Test kits must, for the purpose of minimizing contamination, <u>not</u> use Multiple Tube Fermentation (MTF) method.	
M8	Test kits and equipment must have <u>no requirement</u> for media preparation or sterilization.	
M9	Equipment must incorporate quality assurance and quality control protocols including but not limited to logging start and end test times, incubation temperatures and notifications of temperature deviations outside set parameters.	
M10	Test kits/equipment must be serviceable and have calibration validation capability.	
M11	Units/equipment must be capable of analysing greater than 10 samples at a time.	

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M12	The Contractor must provide a calibration validation cartridge (check standard) with each unit as part of quality control program.	
M13	The analysis cartridges must have a minimum shelf-life of 8 months at the time of the delivery.	
M14	The analysis method must not produce bioaerosols.	

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## Form 5

### Set-aside for Aboriginal Business

1. The Bidder:

- i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

2. The Bidder must check the applicable box below:

- i. ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

**OR**

- ii. ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

3. The Bidder must check the applicable box below:

- ii. ☐ The Aboriginal business has fewer than six full-time employees.

**OR**

- iii. ☐ The Aboriginal business has six or more full-time employees.

4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.