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## PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

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

### 1.2 Summary

- 1.2.1 Public Service and Procurement Canada (PSPC), on behalf of the Public Health Agency of Canada (PHAC) requires the service of an accredited laboratory to perform analysis of drinking water. The laboratory performing the Work must have and maintain throughout the period of the contract valid accreditation as a Testing Laboratory from an acceptable accreditation body. The methods used to perform the analysis must be included under the Scope of Accreditation of the Laboratory performing the work. Acceptable accreditation bodies are: The Canadian Association for Laboratory Accreditation (CALA) or the Standards Council of Canada (SCC).

All "bacteriological" samples to be tested must be tested by an accredited laboratory in the province in which they were sampled. The reason for this is according to Guidelines for Canadian Drinking Water Quality: Guideline Technical Document - the interval between collection of the sample and the beginning of its examination should not exceed 24 hours.

<https://www.canada.ca/en/health-canada/services/publications/healthy-living/guidelines-canadian-drinking-water-quality-guideline-technical-document-escherichia-coli/page-5-guidelines-canadian-drinking-water-quality-guideline-technical-document-escherichia-coli.html#a61>



- 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 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. 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.

### 2.2 Submission of Offers

Offers must be submitted only to the contracting officer identified on the front cover of this RFSO by **December 10, 2018**. Due to the nature of the Request for Standing Offers, transmission of offers by facsimile will not be accepted.

### 2.3 Former Public Servant

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

#### 2.3.1 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.



### 2.3.2 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:

- e. 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](#).

### 2.3.3 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.

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than five (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 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**

- The Offeror must submit its offer electronically; The offer must be transmitted in separate files each section separated as follows:

Section I: Technical Offer

Section II: Financial Offer

Section III: Certifications

If the email including attachments is larger than 20mb, please submit your bid in separate emails to not exceed server limitation.

#### **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.

Her Majesty reserves the right to request a breakdown of the components of the Price Proposal should it believe that the price is unreasonable. Failure to provide an adequate breakdown, describing the rationale and expectation used to determine the cost of each component of the Work, may lead to disqualification.

#### **3.1.1 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

Bidders must meet all the mandatory requirements described below for the city in which they are submitting a bid. This will be evaluated as either "MET" or "NOT MET". Proposals not receiving "MET" for any mandatory requirement will be considered non-compliant and will not be considered further.

##### Mandatory #1

<b>Attention Bidders:</b> Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.				
<b>Criteria</b>				
Bidder must submit a valid accreditation for each city they wish to provide a proposal. Accreditation must be from one of the following acceptable accreditation bodies:				
<ul style="list-style-type: none"> <li>- the Canadian Association for Laboratory Accreditation Inc (CALA) formerly known as the Canadian Association for Environmental Analytical Laboratories (CAEAL);</li> <li>- the Standard Canadian Council (SCC) and \ or</li> <li>- other accreditation bodies recognized under Mutual Recognition Arrangements from the International Laboratory Accreditation Cooperation (ILAC);</li> <li>- and \ or The Programme d'accréditation des laboratoires d'analyse environnementales (PALAE) from the Province of Québec;</li> <li>- and \ or licenced \ approved by Provincial \ Territorial body.</li> </ul>				
The technical proposal must include a copy for each of their regional laboratory facilities of the relevant accreditation.				
		<b>Page #</b>	<b>MET</b>	<b>NOT MET</b>
1	St-John's, Newfoundland			
2	Moncton, New-Brunswick			
3	Halifax, Nova Scotia			
4	Montréal, Québec			
5	Québec, Québec			
6	Ottawa, Ontario			
7	Toronto, Ontario			
8	Winnipeg, Manitoba			
9	Regina, Saskatchewan			
10	Calgary, Alberta			



11	Edmonton, Alberta			
12	Vancouver, British-Colombia			
13	Victoria, British-Colombia			

#### 4.1.1.2 Point Rated Technical Criteria

Proposals will be evaluated by allocating points for the type of services and where these services could be delivered.

#### Rated #1

<b>MICROBIOLOGICAL ANALYSIS OF DRINKING WATER</b>							
<b>Attention Bidders:</b> Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.							
<b>Criteria:</b> The bidder should demonstrate they can provide drinking water analysis for the analytes described in the TABLE below for the following sites.							
The assessment is setup with qualitative and quantitative being evaluated together. Each city will be evaluated separately.							
Important: Bidders Should demonstrate their ability to conduct the qualitative and quantitative testing parameters by submitting copies of their CALA and / or Standard Council of Canada (SCC) proof of accreditation for the analysis below.							
One (1) point will be awarded per city if all qualitative and quantitative parameters (EC, TC, HPC) are met.							
<b>Parameter</b>							
	<b>Please mark a yes or no</b>	<b>EC</b>	<b>TC</b>	<b>EC</b>	<b>TC</b>	<b>HPC</b>	<b>Total Points</b>
		<b>Qualitative (Presence \ Absence)</b>		<b>Quantitative</b>			
1	St-John's, Newfoundland						/1
2	Moncton, New-Brunswick						/1
3	Halifax, Nova Scotia						/1
4	Montréal, Québec						/1
5	Québec, Québec						/1
6	Ottawa, Ontario						/1
7	Toronto, Ontario						/1
8	Winnipeg, Manitoba						/1
9	Regina, Saskatchewan						/1



10	Calgary, Alberta						/1
11	Edmonton, Alberta						/1
12	Vancouver, British-Colombia						/1
13	Victoria, British-Colombia						/1

**Rated #2**

<b>SHIPPING AND RECEIVING</b>			
<b>Attention Bidders:</b> Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.			
<b>Criteria:</b> The bidder should demonstrate it has shipping and pick up agreements with a service courier by providing a copy of the courier agreement. One (1) point will be awarded per city.			
		<b>Shipping and receiving (please state yes or no)</b>	<b>Total Points</b>
1	St-John's, Newfoundland		/1
2	Moncton, New-Brunswick		/1
3	Halifax, Nova Scotia		/1
4	Montréal, Québec		/1
5	Québec, Québec		/1
6	Ottawa, Ontario		/1
7	Toronto, Ontario		/1
8	Winnipeg, Manitoba		/1
9	Regina, Saskatchewan		/1
10	Calgary, Alberta		/1
11	Edmonton, Alberta		/1
12	Vancouver, British-Colombia		/1
13	Victoria, British-Colombia		/1



**Rated #3**

**PROFICIENCY INFORMATION**

**Attention Bidders:** Write beside each of the criteria the relevant page number (s) from your proposal which addresses the requirement identified in the criteria

**Criteria:**

The bidder should demonstrate its participation in Proficiency Testing (PT) program. The following Proficiency Testing test groups are defined in the CALA \ CAEAL program description document P02 (Rev 1.10 \ July 2018) or equivalent. [http://www.cala.ca/P02-03-PT\\_Requirements\\_for\\_Accreditation.pdf](http://www.cala.ca/P02-03-PT_Requirements_for_Accreditation.pdf)

The bidder must provide a copy of its last (i.e. 2017/18) proficiency testing reports. One (1) point per category will be awarded per city.

		Parameter		
	Please state yes or no	Microbiology (C05A) <a href="http://www.cala.ca/C05A-Instructions.pdf">http://www.cala.ca/C05A-Instructions.pdf</a>	Microbiology Presence / Absence (C05B) <a href="http://www.cala.ca/C05B-Instructions.pdf">http://www.cala.ca/C05B-Instructions.pdf</a>	Total Points
1	St-John's, Newfoundland			/2
2	Moncton, New-Brunswick			/2
3	Halifax, Nova Scotia			/2
4	Montréal, Québec			/2
5	Québec, Québec			/2
6	Ottawa, Ontario			/2
7	Toronto, Ontario			/2
8	Winnipeg, Manitoba			/2
9	Regina, Saskatchewan			/2
10	Calgary, Alberta			/2
11	Edmonton, Alberta			/2
12	Vancouver, British-Colombia			/2
13	Victoria, British-Colombia			/2



**Point Summary**

City	Rated #1	Rated #2	Rated #3	Total Points
St-John's, Newfoundland	/1	/1	/2	/4
Moncton, New-Brunswick	/1	/1	/2	/4
Halifax, Nova Scotia	/1	/1	/2	/4
Montréal, Québec	/1	/1	/2	/4
Québec, Québec	/1	/1	/2	/4
Ottawa, Ontario	/1	/1	/2	/4
Toronto, Ontario	/1	/1	/2	/4
Winnipeg, Manitoba	/1	/1	/2	/4
Regina, Saskatchewan	/1	/1	/2	/4
Calgary, Alberta	/1	/1	/2	/4
Edmonton, Alberta	/1	/1	/2	/4
Vancouver, British-Colombia	/1	/1	/2	/4
Victoria, British-Colombia	/1	/1	/2	/4

**4.2 Basis of Selection**

**4.2.1 Basis of Selection - Lowest Price Per Point**

1. To be declared responsive, an offer must:
  - a. comply with all the requirements of the Request for Standing Offers;
  - b. meet all mandatory technical evaluation criteria; and
  
2. obtain the required minimum of 4 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 4 points. Offers not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive offer that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive offer with the lowest evaluated price per point will be recommended for issuance of a standing offer.



## **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/canada-labour/s website) 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.



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

### **6.1 Security Requirements**

There are no security requirements

## **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.

#### **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.

#### **7.4 Term of Standing Offer**

##### **7.4.1 Period of the Standing Offer**

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

##### **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 an additional two (2) one (1) year option periods, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 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 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" in the resulting call-up.



## 7.5 Authorities

### 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Sami Nouh  
Title: Senior Procurement and Contracting Officer  
Health Canada - Public Health Agency of Canada / Government of Canada  
Chief Financial Officer Branch  
Directorate: Material and Assets Management Division  
Address: 200 Eglantine, Ottawa, Ontario

Telephone: 613-941-2102  
E-mail address: [sami.nouh@canada.ca](mailto:sami.nouh@canada.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: **\*Insert at contract award\***

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

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

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

### 7.5.3 Offeror's Representative

**\*Insert at contract award\***

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

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



## 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: Public Health Agency of Canada

## 7.8 Call-up Procedures

Each of the cities identified in Annex will have a standing offer. One (1) standing offer may have more than one (1) city listed based on the evaluation and ability of the Offeror. Call-ups will be issued by the project authority on an-as-an requested basis to the standing offer holder of the respected city.

## 7.9 Call-up Instrument

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 \$5,000.00 (Applicable Taxes included).

## 7.11 Financial Limitation - Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$250,000.00 (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 4 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 Ontario.

## **B. RESULTING CONTRACT CLAUSES**

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

### **7.1 Statement of Work**

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

### **7.2 Standard Clauses and Conditions**

#### **7.2.1 General Conditions**

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

### **7.3 Term of Contract**

#### **7.3.1 Period of the Contract**

The Work is to be performed during the award of the standing offer.

#### **7.3.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (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 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.

## **7.5 Payment**

### **7.5.1 Basis of Payment - Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **7.5.2 Limitation of Price**

*SACC Manual* clause [C6000C](#) (2017-08-17) Limitation of Price

### **7.5.3 Monthly Payment**

*SACC Manual* clause [H1008C](#) (2008-05-12) Monthly Payment

### **7.5.4 Electronic Payment of Invoices – Call-up**

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

- a. Direct Deposit (Domestic and International);

## **7.6 Invoicing Instructions**

One (1) copy of each invoice must include the following and sent to the project authority:

- a. the Contract title, number and financial code;
- b. the date;
- c. a description of the Work performed;

## **7.7 Insurance**

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



## ANNEX "A" STATEMENT OF WORK

### 1. Scope

#### 1.1. Title

Microbiological analysis of drinking water.

#### 1.2. Introduction

Health Canada (HC) and The Public Health Agency of Canada (PHAC) has a requirement for the provision of laboratory services to evaluate water quality. These services are required to assist HC and PHAC in its ongoing requirements to assess potable water quality for its national base clientele.

#### 1.3. Objectives of the Requirement

HC and PHAC are the federal government departments responsible for helping Canadians to maintain and improve their health. HC and PHAC strive to improve the health of all Canadians, while respecting individual choices and circumstances, and therefore seeks to put Canada among the countries with the healthiest people in the world.

#### 1.4. Background and Specific Scope of the Requirement

The Contractor shall, on an as-and-when required basis and as described in the call-up, provide microbiological water analysis services to HC and PHAC. The Departmental Representative will identify the number of samples in each given call-up. The timing for each call-up will be subject to the specific requirements of the project, as determined exclusively by HC and PHAC.

In support of the above, the Contractor will (on an as-and-when-required basis) provide microbiological water analysis services in relation to any or all of the following services as described below. The Contractor will provide evidence of validating each analytical method in their laboratory along with the report.

### 2. Requirements

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

**TABLE I** ESTIMATED NUMBER OF SAMPLES FOR EACH TYPE OF SERVICE

Type of services	Estimated number of samples nationwide per year allocated to each type of service resulting for three (3) firm years and 2 additional 1 year optional periods
DRINKING WATER	
Microbiological analysis	Year 1 - n = approximately 6000 Year 2 - n = approximately 6000 Year 3 - n = approximately 6000 Year 4 - n = approximately 6000

The Contractor shall submit to the Departmental Representative all deliverables as specified in each call-up. The deliverables may include, but are not limited to, a proposal defining the analytical approach and plan, periodic debriefings, status reports, project reports, and documented working papers for each of the services being undertaken.

Deliverables shall be provided in the format described under service 1A.





**Service 1A Microbiological analysis of Drinking Water**

When and where required, receive shipments of samples. HC and PHAC will either ship or deliver samples in the appropriate manner via courier or by person from the location of the sampling to the laboratory's address.

Shipping and sample pick up and \ or pre-paid waybill for courier shipment shall be the responsibility of the Contractor as defined in the call-up.

The list of analytes, detection limits, units and approved methodology could be found in TABLE II.

**For each run of testing the Contractor will:**

- A. Refrigerate samples upon receipt and perform analysis within turnaround time as per approved method of analysis;
- B. Perform analysis as prescribed by approved method of analysis\*.
  - \*Acceptable analytical method as found in the Standard Methods for the Examination of Water & Wastewater and \ or current - active Provincial\ Territorial analytical methods.
- C. Perform appropriate Quality Assurance and Quality Control measures;
- D. Review results;
- E. Advise HC or PHAC representative identified on the Chain-of-Custody (C-o-C) form immediately of any adverse results by phone \ E-mail \ Fax

Results of analyses will be made available to HC or PHAC in electronic format (Text format -.txt) where and when required as specified in the call-up. Results could also be made available to HC or PHAC in electronic format (Microsoft Excel) or in a hard copy format as specified in the call-up.

**TABLE II DRINKING WATER MICROBIOLOGICAL PARAMETERS**

PARAMETERS	UNITS	LIMIT OF DETECTION	GUIDELINE*
<i>E. Coli</i> (EC)	CFU or MPN \ 100 mL or Presence	0 or Presence\ absence	0 or absence
Total Coliform (TC)	CFU or MPN \ 100 mL or Presence	0 or Presence\ absence	0 or absence
Heterotrophic plate count (HPC)	CFU of MPN \ 100 mL or Presence	0 or Presence\ absence	No numerical guideline

\* As found in the [Guidelines for Canadian Drinking Water Quality](http://www.hc-sc.gc.ca/ewh-semt/pubs/water-eau/sum_guide-res_recom/index-eng.php) (May 2008) ([http://www.hc-sc.gc.ca/ewh-semt/pubs/water-eau/sum\\_guide-res\\_recom/index-eng.php](http://www.hc-sc.gc.ca/ewh-semt/pubs/water-eau/sum_guide-res_recom/index-eng.php)). These guidelines could be updated from time to time. Refer to the Summary table for the latest information.

- 2.2. Specifications and Standards  
Service 1A Microbiological analysis of Drinking Water
- 2.3. Technical, Operational and Organizational Environment





Quality Assurance/Control (QA/QC) measures must be used. Quality control as appropriate for the analytical method and the parameters to be analysed could include:

- A) Duplicate samples, spiked blanks, spiked replicate, reagent blank, certified reference material, instrument control
- B) Run duplicate samples \ batch of samples as required to estimate precision;
- C) Multipoint calibration performed with each batch of samples
- D) Method Detection Limit as per Table 1,2 and 3.
- E) Certificate of analysis to be provided on request or as identified in the call-up.

On request make analytical methods documentation available.

**Turnaround Time**

The laboratory must be able to receive samples by courier delivery within 24 hours of shipping from HC or PHAC. The laboratory must complete analysis within the following prescribed time:

ANALYSIS TYPE	ANALYSIS TURNAROUND TIME*
Microbiological analysis	Within 24 hours of receiving samples

\* Laboratory may be requested from time to time to provide services which require immediate (within 24 hours) analysis and reporting.

ANALYSIS TYPE	REPORTING TURNAROUND TIME
Drinking Water  <b>Microbiological analysis</b>	a) Adverse results to be reported as define in the call up  b) Non-adverse results to be reported within 5 days of analyses completion or as define in the call up

2.4. Method and Source of Acceptance

All reports, deliverables, documentation and all services rendered under a call-up are subject to inspection by the Departmental Representative or a designated representative that has been identified in the Call-up. Should any report, document or service not be to the satisfaction of the Departmental Representative, or a designated representative, as submitted, the Departmental Representative shall have the right to reject it or require correction at no cost to HC or PHAC before payment will be authorized.

2.5. Reporting Requirements

Efficient time management is of utmost importance to HC and PHAC. The Contractor shall deliver the services by the deadlines established within the call-up document. Every effort will be made by HC and PHAC to provide the Contractor with reasonable deadlines.

2.6. Project Management Control Procedures

The management of service delivery by the Contractor to HC and PHAC in relation to call-ups shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal Government regulations, policies and procedures.

The Contractor shall ensure that all deployed personnel are properly trained to fulfill their responsibilities. In addition, the Contractor is required to ensure that all of its assigned personnel are operating at all times in accordance with all applicable legislation, regulations, codes and policies.





### 3. Other Terms and Conditions of the SOW

#### 3.1. Health Canada and The Public Health Agency of Canada Obligations

HC and PHAC will provide the following to the Contractor:

The number of samples \ analytes \ frequency to be analyzed for a given project. The timing and specific deliverables for each project will be subject to the specific requirement(s) for that project, as detailed within the call-up.

Ensure that appropriate experts from within HC and PHAC are available to the Contractor to discuss the final report, as well as facilitate cooperation with other HC and PHAC representatives as required.

Provide the Contractor with both physical and electronic HC and PHAC delivery addresses, to which deliverables are to be submitted.

Shipment address for supplies

#### 3.2. Contractor's Obligations

The Contractor shall supply all the equipment, supplies and services required to carry out the work.

1. Approved sample containers (appropriate size), shipping coolers, ice packs, labels, chain-of-custody
2. Sampling instruction (original to be provided by HC or PHAC?)
3. Instruction on sample quantity required

If required: Travel blanks, field blanks.

#### 3.3. Location of Work, Work site and Delivery Point

Unless otherwise stated, the work shall be conducted at the Contractor's normal place of business with the submission of deliverables to facilities as specified in the call up.

Subcontracting will be considered acceptable if the sub-contractor meets all of the standing offer requirements. The Contractor will clearly identify in his call up response which work will be subcontracted. Contractor to provide Health Canada and The Public Health Agency of Canada with sub-contractor accreditation \ license \ proficiency testing.

Subcontracts are NOT to be awarded without the prior written permission of HC/PHAC.

#### 3.4. Language of Work

The Contractor must be able to correspond in both official languages. All deliverables will be produced and delivered in the language format identified in each call-up.

### 4. Required Resources or Types of Roles to be Performed

The analytical staff should have training and experience in conducting analyses using the appropriate \ approved analytical method. The laboratory should have a comprehensive quality assurance program and designated quality assurance officer.



**ANNEX "B"  
BASIS OF PAYMENT**

**1. Price Evaluation**

**Table #1**

**INITIAL YEAR FIXED UNIT RATES FROM CONTRACT AWARD TO October 31, 2020**

COST PER ANALYTE							
Note: Response times are taken to be the time from receipt of the sample at the laboratory to the time when results are provided to Health Canada and The Public Health Agency of Canada do not include shipping times			Cost	Premium surcharge to have analysis done			
DRINKING WATER MICROBIOLOGICAL			\$\$.\$\$	within 24 h	within 48 h	Saturday	Sunday
1	Quantitative	<i>E.Coli</i>					
2	Quantitative	Total coliform					
3	Quantitative	Heterotrophic Plate count					
4	Qualitative*	<i>E.Coli</i>					
5	Qualitative*	Total coliform					
6	Qualitative*	Heterotrophic Plate count					
* = Presence or Absence							



**Table #2**

**OPTION YEAR #1**

COST PER ANALYTE							
<b>Note: Response times are taken to be the time from receipt of the sample at the laboratory to the time when results are provided to Health Canada and The Public Health Agency of Canada do not include shipping times</b>			Cost	Premium surcharge to have analysis done			
				DRINKING WATER MICROBIOLOGICAL	\$\$.\$\$	within 24 h	within 48 h
1	Quantitative	<i>E.Coli</i>					
2	Quantitative	Total coliform					
3	Quantitative	Heterotrophic Plate count					
4	Qualitative*	<i>E.Coli</i>					
5	Qualitative*	Total coliform					
6	Qualitative*	Heterotrophic Plate count					
* = Presence or Absence							

**Table #3**

**OPTION YEAR #2**

COST PER ANALYTE							
<b>Note: Response times are taken to be the time from receipt of the sample at the laboratory to the time when results are provided to Health Canada and The Public Health Agency of Canada do not include shipping times</b>			Cost	Premium surcharge to have analysis done			
				DRINKING WATER MICROBIOLOGICAL	\$\$.\$\$	within 24 h	within 48 h
1	Quantitative	<i>E.Coli</i>					
2	Quantitative	Total coliform					
3	Quantitative	Heterotrophic Plate count					
4	Qualitative*	<i>E.Coli</i>					
5	Qualitative*	Total coliform					



<b>COST PER ANALYTE</b>							
<b>Note: Response times are taken to be the time from receipt of the sample at the laboratory to the time when results are provided to Health Canada and The Public Health Agency of Canada do not include shipping times</b>			<b>Cost</b>	<b>Premium surcharge to have analysis done</b>			
6	Qualitative*	Heterotrophic Plate count					
	<b>* = Presence or Absence</b>						