



Solicitation No. - N° de l'invitation
ET959-190626/A
Client Ref. No. - N° de réf. du client
ET959-190626

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-8-41045

Buyer ID - Id de l'acheteur
NCS030
CCC No./N° CCC - FMS No./N° VME

RETURN BIDS TO:
Public Works and Government Services Canada
Room 100, 167 Lombard Ave.
Winnipeg, Manitoba
R3B 0T6

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

"Firms intending to submit bids on this project should obtain bid documents through the GETS service provider on the Government of Canada Web site at <http://buyandsell.gc.ca/procurement-data/tenders>.

Firms that obtain bid documents from a source other than the official site run the risk of not receiving a complete package."

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement 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 arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

1.2 Summary

A Supply Arrangement is required to provide all labour, materials, equipment, tools and supervision necessary to conduct physical, chemical and biological analysis on the following four categories of samples: i) water and waste water; ii) sediment and soil; iii) aquatic life (e.g. phytoplankton, benthic algae, zooplankton, benthic invertebrates, fish, marine mammals) and iv) air.

These services are required for work occurring in the Northwest Territories, Nunavut, Alberta, Saskatchewan, Manitoba and British Columbia to be undertaken by Federal Departments and Agencies including but not necessarily limited to: Department of Fisheries and Oceans Canada, Environment and Climate Change Canada, Parks Canada and Natural Resources Canada.

The period for awarding contracts under the Supply Arrangement is three (3) years plus two (2) one (1) year option years from date of issuance.

There is no maximum to the number of Supply Arrangements that may be awarded as a result of this RFSA.

- 1.2.1 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).

1.2.2 The Request for Supply Arrangements (RFSA) is to establish supply arrangements for the delivery of the requirement detailed in the RFSA to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

1.2.3 This RFSA allows suppliers to use the epost Connect service provided by Canada Post Corporation to transmit their arrangement electronically. Suppliers must refer to Part 2 of the RFSA entitled Supplier Instructions and Part 3 of the RFSA entitled Arrangement Preparation Instructions for further information on using this method.

1.2.4 Two streams of Supply Arrangements may be issued pursuant to this solicitation, as follows:

1) **General Stream**

Any supplier wishing to submit an arrangement not pursuant to the Procurement Strategy for Aboriginal Business (PSAB). For the purpose of the RFSA, this stream is titled "General" or "General Suppliers" or "General stream." General Suppliers must be able to provide the services in British Columbia, Alberta, Saskatchewan, Manitoba, Northwest Territories or Nunavut.

i. Requirements in the general stream have three tiers with separate instructions, as defined in Part 6 (B), Section 2 – Bid Solicitation of this RFSA:

a. **For requirements estimated below \$25,000.00 (applicable taxes included):**

The requirement is subject to the Government Contracts Regulations (GCRs).

b. **For requirements estimated at \$25,000.00 to below the North American Free Trade Agreement (NAFTA) threshold (applicable taxes included):**

If, and only if, the requirement covered by the bid solicitation of any resulting supply arrangement is administered by PWGSC, the requirement will be subject to a preference for Canadian goods and/or services or will be limited to Canadian goods and/or services.

Otherwise, the requirement is subject to the Government Contracts Regulations (GCRs) in a similar fashion to 1.1.i.a.

c. **For requirements estimated at the NAFTA threshold to the departmental contracting limit of \$400,000.00 (applicable taxes included):**

The requirement may be subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT). The departmental contracting limits are specified in the Treasury Board Secretariat's Contracting Policy, Appendix "C" - Treasury Board Contracts Directive," Part 1 – Basic Contracting Limits, Schedule 3 – Service Contracts (Excluding Architectural and Engineering Services).

d. **For requirements estimated above the departmental contracting limit of \$400,000.00 (applicable taxes included):**

The requirement is outside the scope of the supply arrangements. The requirement must be administered separately by a PWGSC Contracting Authority.

ii. One or more Comprehensive Land Claim Agreements may apply to the bid solicitation of any resulting supply arrangement, dependant on delivery location(s). It is not mandatory for suppliers to identify CLCA socio-economic benefits provisions to qualify for a Supply Arrangement,

however, Supply Arrangement holders may be required to identify socio-economic benefits provisions under a bid solicitation process for services required within a CLCA. Refer to Annex "E" – Comprehensive Land Claims Agreement – for a listing of the CLCAs that may apply and Annex "F" – Aboriginal Opportunities Considerations Plan or Inuit Benefits Plan – for an example of the socio-economic criteria that may be included in a solicitation.

2) **PSAB Stream**

Aboriginal suppliers wishing to submit an arrangement pursuant to the PSAB. For the purpose of the RFSA, this stream is titled "PSAB," "PSAB Suppliers" or "PSAB stream." PSAB Suppliers must be able to provide the services in British Columbia, Alberta, Saskatchewan, Manitoba, Northwest Territories or Nunavut. **Suppliers found successful under the PSAB stream will automatically qualify under the General Stream.**

i. Requirements in the PSAB stream have three tiers with separate instructions:

i. **For requirements estimated below \$25,000.00 (applicable taxes included):**

The requirement is subject to the Government Contracts Regulations (GCRs).

ii. **For requirements estimated at \$25,000.00 to the departmental contracting limit of \$400,000.00 (applicable taxes included):**

The requirement covered by the bid solicitation of any resulting supply arrangement will be subject to the set aside under the federal government Procurement Strategy for Aboriginal Business (PSAB).

- For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business, see Annex 9.4 of the Supply Manual. <https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/9#section-9.40>
- This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.
- Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

iii. **For requirements estimated above the departmental contracting limit of \$400,000.00 (applicable taxes included):**

The requirement is outside the scope of the supply arrangements. The requirement must be administered separately by a PWGSC Contracting Authority.

ii. One or more Comprehensive Land Claim Agreements may apply to the bid solicitation of any resulting supply arrangement, dependant on delivery location(s). It is not mandatory for suppliers to identify CLCA socio-economic benefits provisions to qualify for a Supply Arrangement, however, Supply Arrangement holders may be required to identify socio-economic benefits provisions under a bid solicitation process for services required within a CLCA. Refer to Annex "E" – Comprehensive Land Claims Agreement – for a listing of the CLCAs that may apply and Annex "F" – Aboriginal Opportunities Considerations Plan or Inuit Benefits Plan – for an example of the socio-economic criteria that may be included in a solicitation.

3. Canadian Content

- For the General stream (PWGSC Contracting Authorities only):

For bid solicitations valued at \$25,000.00 to the NAFTA threshold (including applicable taxes) and issued by PWGSC during the period of the Supply Arrangement, the goods and/or services covered by the Supply Arrangement will be limited to Canadian goods and/or services as defined in clause A3050T. Suppliers must identify in Part 5 of this RFSA if their service satisfies the Canadian Content Definition.

SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

- For the PSAB stream (PWGSC Contracting Authorities only):

For bid solicitations valued at \$25,000.00 (including applicable taxes) or more and issued by PWGSC during the period of the Supply Arrangement, the goods and/or services covered by the Supply Arrangement may be limited to Canadian goods and/or services as defined in clause A3050T. Suppliers must identify in Annex "B" if their service satisfies the Canadian Content Definition.

SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

1.3 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

1.4 Use of an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Supply Arrangement that is issued under this solicitation, refer to 6.12 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](#) provides additional information.

PART 2 - SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The [2008](#) (2018-05-22) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of [2008](#), Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Arrangements

Arrangements must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the RFSA:

RETURN BIDS TO:
Public Works and Government Services Canada
Room 100, 167 Lombard Ave.
Winnipeg, Manitoba
R3B 0T6

ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca

2.3 Former Public Servant - Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, [Contracting Policy Notice 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.4 Federal Contractors Program for Employment Equity - Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

2.5 Enquiries - Request for Supply Arrangements

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

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.6 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

- If the Supplier chooses to submit its arrangement electronically, Canada requests that the Supplier submits its arrangement in accordance with section 08 of the 2008 standard instructions. Suppliers are required to provide their arrangement in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment. The arrangement must be gathered per section and separated as follows:

Section I: Technical Arrangement
Section II: Financial Arrangement
Section II: Certifications

- If the Supplier chooses to submit its arrangement in hard copies, Canada requests that the Supplier submits its arrangement in separately bound sections as follows:

Section I: Technical Arrangement (1 hard copy)
Section II: Financial Arrangement (1 hard copy)
Section II: Certifications (1 hard copy)

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 Supplier is simultaneously providing copies of its arrangement 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 arrangement only. No prices must be indicated in any other section of the arrangement.

Canada requests that suppliers follow the format instructions described below in the preparation of hard copy of their arrangement:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, suppliers 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 Arrangement

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Arrangement

Suppliers must submit the financial arrangement in accordance with Annex C, Basis of Payment.

Section III: Certifications

Suppliers must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the arrangements.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex "B," Evaluation Process, Evaluation Criteria and Supplier Selection Method

4.2 Basis of Selection

4.2.1 To be declared responsive, an arrangement must:

- a) Comply with all the requirements of the Request for Supply Arrangement.
- b) Meet all mandatory technical evaluation criteria.

Arrangements not meeting a) or b) above will be declared non-responsive.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

The Supply Arrangement Authority will have the right to ask for additional information to verify the Supplier's certifications. Failure to comply and to cooperate with any request or requirement imposed by

the Supply Arrangement Authority will render the arrangement non-responsive, or constitute a default under the Contract.

5.1 Certifications Required with the Arrangement

Suppliers must submit the following duly completed certifications as part of their arrangement.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all suppliers must provide with their arrangement, **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 Arrangement

5.1.2.1 Set-aside for Aboriginal Business (PSAB Stream Suppliers Only)

1. This procurement is set aside under the federal government Procurement Strategy for Aboriginal Business. For more information on Aboriginal business requirements of the Set-aside Program for Aboriginal Business see Annex 9.4, of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 800 of the CFTA, CFTA does not apply to this procurement.

2. The Supplier:
 - i. certifies that it meets, and will continue to meet throughout the duration of the Arrangement, the requirements described in the above-mentioned annex.
 - ii. agrees that any subcontractor it engages under the Arrangement must satisfy the requirements described in the above-mentioned annex.
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Supplier must check one applicable box below:

() The Supplier is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
() The Supplier 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.
4. The Supplier must check one applicable box below:

() The Aboriginal business has fewer than six full-time employees.
() The Aboriginal business has six or more full-time employees.
5. The Supplier must, upon request by Canada, provide all information and evidence supporting this certification. The Supplier 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 Supplier must provide all reasonably required facilities for any audits.

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-
6. By submitting an arrangement, the Supplier certifies that the information submitted by the Supplier in response to the above requirements is accurate and complete.

If requested by the Supply Arrangement Authority, the Supplier must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual, entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.1.3.1 Canadian Content Certification

1. For requirements estimated at \$25,000 to below the NAFTA threshold for services (applicable taxes included), this procurement may be conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement 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 Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 - SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Work described in the Statement of Work at Annex A.

6.2 Security Requirements

- 6.2.1 There is no security requirement applicable to the Supply Arrangement.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement 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.

6.3.1 General Conditions

2020 (2017-09-21) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.3.2 Supply Arrangement Reporting

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

The Supplier 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 Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting 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.

The data must be submitted to the Supply Arrangement Authority no later than ten (10) calendar days after the end of the reporting period.

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from January 15, 2019 to December 31st, 2022.

6.4.2 Option to Extend 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 period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten (10) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements (CLCAs).

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Monnette Calixto
Title: Procurement Officer
Department: Public Works and Government Services Canada
Branch: Procurement – Environmental Services Acquisitions Team
Directorate: Western Region
Address: 167 Lombard Avenue
Winnipeg, MB R3B 0T6
Telephone: 204-899-9768
Facsimile: 204-983-7796
E-mail address: Monnette.Calixto@tpsgc-pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 Supplier's Representative

Contact Information

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____
Web site: _____

6.6 Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the [Financial Administration Act](#), R.S.C., 1985, c. F-11.

6.7 On-going Opportunity for Qualification

A Notice will be posted once a year on the Government Electronic Tendering Service (GETS) to allow new Suppliers to become qualified. Existing qualified Suppliers, who have been issued a supply arrangement, will not be required to submit a new arrangement.

6.8 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 articles of the Supply Arrangement;
- (b) the general conditions [2020](#) (2017-09-21), General Conditions - Supply Arrangement - Goods or Services
- (c) Annex A, Statement of Work;

- (d) Annex B, Evaluation Criteria;
- (e) Annex C, Basis of Payment;
- (f) Annex D, Supply Arrangement Usage Report;
- (g) Annex E, Comprehensive Land Claims Agreements;
- (h) Annex F, Aboriginal Opportunities Considerations Plan or Inuit Benefits Plan;
- (i) the Supplier's arrangement dated _____ as clarified on _____.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Canadian Content Certification

1. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.
2. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.9.3 Aboriginal Business Certification (PSAB Suppliers only)

1. The Contractor warrants that its certification of compliance is accurate and complete and in accordance with the "Requirements for the Set-aside Program for Aboriginal Business" detailed in Annex 9.4 of the Supply Manual.
2. The Contractor must keep proper records and documentation relating to the accuracy of the certification provided to Canada. The Contractor must obtain the written consent of the Contracting Authority before disposing of any such records or documentation before the expiration of six years after final payment under the Contract, or until settlement of all outstanding claims and disputes, under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audits.
3. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

6.11 Insurance - No Specific Requirement

SACC Manual Clause G1005C (2016-01-28), Insurance – No Specific Requirement

Specific insurance requirements will be determine at the time of a Request for Proposal (RFP) issued under the Supply Arrangement, as applicable.

6.12 Transition to an e-Procurement Solution (EPS)

During the period of the Supply Arrangement, Canada may transition to an EPS for more efficient processing and management of individual contracts for any or all of the SA's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Supplier with at least a three-month notice to allow for any measures necessary for the integration of the Supply Arrangement into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support. If the Supplier chooses not to provide the supply arrangement of their goods or services through the e-procurement solution, the Supply Arrangement may be set aside by Canada.

B. BID SOLICITATION

7.1 Bid Solicitation Documents

Canada will use the following bid solicitation templates based on the estimated dollar value and complexity of the requirement:

- Simple, for low dollar value requirements;
- Medium Complexity (MC) for medium complexity requirements;
- High Complexity (HC) for more complex requirements.
- If a CLCA is applicable, Identified Users are to refer to Annex F – Aboriginal Opportunities Considerations Plan (AOC) or Inuit Benefits Plan (IBP)

A copy of the standard procurement template(s) can be requested by suppliers from the Supply Arrangement Authority or the Contracting Authority, as applicable.

Note: References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

The bid solicitation will contain as a minimum the following:

- (a) a complete description of the Work to be performed;
- (b) 2003, Standard Instructions - Goods or Services - Competitive Requirements; **OR** 2004, Standard Instructions - Goods or Services - Non-competitive Requirements;

Subsection 3.a) of Section 01, Integrity Provisions - Bid of the Standard Instructions (insert, as applicable: 2003 or 2004) incorporated by reference above is deleted in its entirety and replaced with the following:

- a. at the time of submitting an arrangement under the Request for Supply Arrangements (RFSAs), the Bidder has already provided a list of names, as requested under the Ineligibility and Suspension Policy. During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of directors."
- (c) bid preparation instructions;
- (d) instructions for the submission of bids (address for submission of bids, bid closing date and time);
- (e) evaluation procedures and basis of selection;
- (f) certifications;
- **Federal Contractors Program (FCP) for Employment Equity - Notification**
 - **Integrity Provisions - Declaration of Convicted Offences;**
- (g) conditions of the resulting contract.

7.2 Bid Solicitation Process

7.2.1 Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from Suppliers who have been issued a SA.

7.2.2 The bid solicitation will be sent directly to Suppliers.

The following forms must be used for the first page of the bid solicitation document and the first page of the resulting contract document. These forms are available on the [Electronic Forms Catalogue](http://publisservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) (http://publisservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) website.

PWGSC-TPSGC 9400-3, Bid Solicitation
PWGSC-TPSGC 9400-4, Contract

Two streams of Supply Arrangements may be issued pursuant to this solicitation, as follows:

7.3 General Stream

Requirements in the general stream have three tiers with separate instructions:

7.3.1 Requirements estimated below \$25,000.00 (applicable taxes included)

The Identified User, in accordance with their delegated authorities, will issue a Request for Proposal (RFP) using template Low Dollar Value Bid Solicitation and Resulting Contract Template (Simple) to one or more SA holders offering services in the geographical area where the services are being performed. Bidder(s) must be provided with a minimum of three (3) business days in which to respond to the Request for Proposal.

7.3.2 Requirements estimated at \$25,000.00 to below the North American Free Trade Agreement (NAFTA) threshold (applicable taxes included)

The Identified User, in accordance with their delegated authority, will issue a Request for Proposal (RFP) using template Medium Complexity Bid Solicitation and Resulting Contract Template (MC) or High Complexity Bid Solicitation and Resulting Contract Template (HC) to a minimum of three (3) SA Holders

who can perform the services in the geographical location. If there are less than three (3) SA Holders, then Identified Users will proceed with inviting all the SA Holder(s) offering the services within that geographical location. Bidders must be provided with a minimum of five (5) calendar days to respond to the Request for Proposal.

For PWGSC contracting authorities only: this requirement is subject to a preference for Canadian goods and/or services or will be limited to Canadian goods and/or services.

7.3.3 Requirements estimated at the NAFTA threshold to the departmental contracting limit of \$400,000.00 (applicable taxes included)

The Identified User, in accordance with their delegated authority, will issue a Request for Proposal (RFP) using template Medium Complexity Bid Solicitation and Resulting Contract Template (MC) or High Complexity Bid Solicitation and Resulting Contract Template (HC) to all SA Holders who can perform the services in the geographical location. Bidders must be provided with a minimum of forty (40) calendar days to respond to the Request for Proposal. The Identified User must publish a Notice of Proposed Procurement (NPP) on the Government Electronic Tendering System (GETS) for the full extent of the tendering period, as per 4.75.20 of the Supply Manual.

7.3.4 For requirements estimated above the departmental contracting limit of \$400,000.00 (applicable taxes included):

The requirement is outside the scope of the supply arrangements. The requirement must be administered separately by a PWGSC Contracting Authority.

7.4 PSAB Stream

Requirements in the PSAB stream have two tiers with separate instructions:

7.4.1 Requirements estimated below \$25,000.00 (applicable taxes included)

The Identified User, in accordance with their delegated authorities, will issue a Request for Proposal (RFP) using template Low Dollar Value Bid Solicitation and Resulting Contract Template (Simple) to one or more SA holders that are certified aboriginal businesses offering services in the geographical area where the services are being performed. Bidder(s) must be provided with a minimum of three (3) business days in which to respond to the Request for Proposal.

7.4.2 Requirements estimated at \$25,000.00 to the departmental contracting limit of \$400,000.00 (applicable taxes included)

The Identified User, in accordance with their delegated authority, will issue a Request for Proposal (RFP) using template Medium Complexity Bid Solicitation and Resulting Contract Template (MC) or High Complexity Bid Solicitation and Resulting Contract Template (HC) to a minimum of three (3) SA Holders that are certified aboriginal businesses who can perform the services in the geographical location. If there are less than three (3) SA Holders that are certified aboriginal businesses, then Identified Users will proceed with inviting all the SA Holder(s) that are certified aboriginal businesses offering the services within that geographical location. Bidders must be provided with a minimum of five (5) calendar days to respond to the Request for Proposal. Proposal financial security will not be required from bidders.

7.4.3 For requirements estimated above the departmental contracting limit of \$400,000.00 (applicable taxes included):

The requirement is outside the scope of the supply arrangements. The requirement must be administered separately by a PWGSC Contracting Authority.

C. RESULTING CONTRACT CLAUSES

8.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template:

- (a) **Simple** (for low dollar value requirements), general conditions 2029 will apply to the resulting contract;
- (b) **MC** (for medium complexity requirements), general conditions 2010C will apply to the resulting contract;
- (c) **HC** (for high complexity requirements), general conditions 2035 will apply to the resulting contract.

A copy of the template(s) can be provided upon request by contacting the Strategic Policy Integration Division by sending a query to TPSGC.Outilsdapprovisionnement-ProcurementTools.PWGSC@tpsgc-pwgsc.gc.ca.

Note: References to the HC, MC and Simple templates in PWGSC Requests for Supply Arrangements are provided as examples only. The latest versions of the template and terms and conditions will be used at time of bid solicitation.

ANNEX "A"

STATEMENT OF WORK

1. TITLE: Laboratory Analysis

2. OBJECTIVE:

A Supply Arrangement is required to provide all labour, materials, equipment, tools and supervision necessary to conduct physical, chemical and biological analysis on the following four categories of samples: i) water and waste water; ii) sediment and soil; iii) aquatic life (e.g. phytoplankton, benthic algae, zooplankton, benthic invertebrates, fish, marine mammals); and iv) air.

These services are required for work occurring in the Northwest Territories, Nunavut, Alberta, Saskatchewan, Manitoba and British Columbia to be undertaken by Federal Departments and Agencies including but not necessarily limited to: Department of Fisheries and Oceans Canada, Environment and Climate Change Canada, Parks Canada and Natural Resources Canada.

3. BACKGROUND:

Department of Fisheries and Oceans

DFO is responsible for developing and implementing policies and programs in support of Canada's scientific, ecological, social and economic interests in oceans and fresh waters. DFO is responsible for the management, protection and conservation of Canada's fisheries resources in all fishing zones, territorial seas and inland waters. DFO delivers environmental programs and services, implements fisheries management measures and provides expert advice to resource management boards and other agencies on a range of land and water issues.

An important part of the assessment and monitoring of fish habitat and fish health is the collection of environmental data such as water and sediment quality, fish tissue, plankton and benthic invertebrate community composition. Much of the data needs to be analyzed by an accredited laboratory.

Environment and Climate Change Canada (ECCC)

Environment and Climate Change Canada's mandate is to

- preserve and enhance the quality of the natural environment, including water, air, soil, flora and fauna;
 - conserve Canada's renewable resources;
 - conserve and protect Canada's water resources;
 - forecast daily weather conditions and warnings, and provide detailed meteorological information to all of Canada;
 - enforce rules relating to boundary waters; and
 - coordinate environmental policies and programs for the federal government.
- EC is a science-based department, and provides the science and technology information needed so that Canadians can make informed decisions about the environment. In addition, Environment and Climate Change Canada's science and technology work helps to protect and conserve our air, water, wildlife and spaces. EC uses its research to track and manage wildlife populations, to improve understanding of ecosystems and support their recovery, to assess environmental risk, to issue weather and climate forecasts and warnings, and to support policy and legislative action. This supply arrangement will be used to address lab analysis requirements on an as needed basis to support EC's activities.

Parks Canada Agency (PCA)

Parks Canada is committed to implementing green initiatives at national parks, national historic sites, and national marine conservation areas. Through the rejuvenation of contaminated sites, the use of conservation practices, and innovation projects, Parks Canada continues to ensure that Canadians may enjoy their treasured sites in the most eco-friendly way possible. In minimizing the environmental impact at its sites, Parks Canada hopes to encourage Canadians in promoting clean air, clean water and sustainable land use. Lab analysis is required for a variety of initiatives under the Parks Canada's mandate such as water quality monitoring within park boundaries.

Natural Resources Canada (NRCan)

Natural Resources Canada is an economic, science-based department with a mandate to:

- promote the sustainable development and responsible use of Canada's mineral, energy, and forestry resources;
- develop an understanding of Canada's landmass; and,
- collect and disseminate knowledge on sustainable resource development.

The Department conducts research and technical surveys to assess Canada's resources, including the geological structure and legal boundaries. NRCan is also authorized to provide the national framework of reference for spatial positioning; prepare and publish maps; conduct scientific and economic research related to the energy, forestry, mining and metallurgical industries; and to establish and operate scientific laboratories for these purposes.

4. DEFINITIONS AND APPLICABLE DOCUMENTS:

Term/Acronym	Definition
CABIN	Canadian Aquatic Biomonitoring Network.
CIMP	Cumulative Impact Monitoring Program.
DFO	Department of Fisheries and Oceans.
EA	Environmental Assessment.
ECCC	Environment and Climate Change Canada.
NRCan	Natural Resources Canada
NWT	Northwest Territories.
PCA	Parks Canada Agency.
SA	Supply Arrangement.
SOW	Statement of Work.

In the Northwest Territories, Nunavut, Alberta, Saskatchewan, Manitoba and British Columbia, NRCan, EC, PCA and DFO operate under Acts and Agreements including but not limited to the following, which may provide further useful information and context in determining the context regarding this requirement, as well as its size and scope. Any other Acts that may affect the Work will be specified

in any resultant contract(s) issued in accordance with this Supply Arrangement.

Acts

*The Mackenzie Valley Resource Management Act; The Canadian Environmental Assessment Act; The Canadian Environmental Protection Act
The Species at Risk Act; The Fisheries Act;
The Oceans Act;
Migrating Birds Convention Act;
and Canada Wildlife Act*

The following websites may provide further useful information and context for the requirement:

Environnement and Climate Change Canada: <http://www.ec.gc.ca/>

Parks Canada: <http://www.pc.gc.ca/>

Department of Fisheries and Oceans: <http://www.dfo-mpo.gc.ca/>

Northwest Territories Cumulative Impact Monitoring Program: <http://www.nwtcimp.ca>

5. LAB ANALYSIS REQUIREMENTS

Any project-specific tasks and resource qualifications, including education, detection limits, turnaround time, experience and subject matter expertise, as related to the category of analysis required, will be specified in any resultant contract(s) issued in accordance with this Supply Arrangement.

6. SCOPE OF WORK

A) Laboratory Services

Conduct physical, chemical and biological analysis on the following categories of laboratory analysis.

i) Water and Waste Water analysis including, but not limited to:

- Physical parameters (e.g.. pH, hardness, conductivity, alkalinity, total suspended solids [TSS], total dissolved solids [TDS], turbidity).
- Microbiology (e.g.. Total coliforms, E.coli, fecal coliforms, fecal streptococcus, chemical oxygen demand [COD], biochemical oxygen demand [BOD]).
- Major ions (e.g. Cation and anion suites).
- Nutrients (e.g. Chemical oxygen on demand (COD), Dissolved organic carbon (DOC), Total organic carbon (TOC), Ammonia (NH₃-N), Orthophosphate (OP), Total Phosphorous (TP), Dissolved Phosphorous (DP), , pesticides, and petroleum-based compounds [e.g., visible oil and grease, polycyclic aromatic hydrocarbons [PAH], naphthenic acids [NA]).
- Organic parameters (e.g. benzene+toluene+ethylbenzene+xylenes [BTEX], other volatile compounds, Trihalomethanes, extractable hydrocarbons, purgeable hydrocarbons, hexane extractable material).
- Metals (e.g. total, dissolved, speciation).
- Stable isotopes, including, *but not limited to:* ¹³Carbon, ¹⁸Oxygen, ¹⁵Nitrogen, ²Hydrogen.

ii) Sediment and Soil analysis including, *but not limited to*:

- soil geotechnical properties
- carbon and Pb-210 dating
- metals, organic parameters, and contaminants (e.g. PAH, pyrogenic chemicals, petrogenic chemicals)

iii) Aquatic Life analysis (e.g. plants, benthic invertebrates, plankton, fish, marine mammals) including, *but not limited to*:

- Provide sample identification using standard protocols (for example, benthic invertebrate identification using Canadian Aquatic Biomonitoring Network [(CABIN) protocols, or appropriate Terrestrial Biomonitoring protocols]).
- Valued component identification services (for example vegetation identification).
- Age analysis, including, *but not limited to*: scales, otoliths, fin rays, opercula.
- Contaminant analysis of fish, marine mammals, invertebrates, water, sediments, (e.g. metals, PAH's, PCP, OC's).
- Biological assessments of fish, marine mammals, and invertebrates (e.g. meristics, morphometrics, condition, maturity, sex, diet, parasite loadings and prevalence).
- Stable isotope (e.g. ^{13}C , ^{14}N ,) analysis of, but not limited to fish, macroinvertebrates, zooplankton, phytoplankton, benthic algae.
- Provide identification.
- Counts of benthic macroinvertebrates using standard protocols (e.g., CABIN protocol, or appropriate aquatic biomonitoring protocols).

B) Analyses Report

The Supply Arrangement holder must provide the results of analysis to the Identified User within the stated number of working days from completion of analysis for each resultant contract(s) issued in accordance with this Supply Arrangement, including but not limited to:

- Analysis methods
- Analysis results
- Quality Assurance (QA) / Quality Control (QC) methodology

Delivery of analysis results may be requested in any of the methods listed below. The method of delivery will be stated in each resultant contract(s) issued in accordance with this Supply Arrangement:

- By fax
- By email
- Hardcopy and disk copy by mail

Typical forms that may be used to deliver the analysis include Excel, Word, Adobe PDF.

C) Quality Assurance and Quality Control Program

The laboratory is to provide the Supply Arrangement Authority with a copy of their analysis methods at the outset of the Arrangement and a copy of any new or revised analysis methods during the life of the Arrangement. Unless otherwise identified by the Identified User, all results will be listed in the same unit of measure as displayed in applicable and most current CCME Canadian Environmental Quality Guidelines. Those results that exceed the current guideline will be flagged using enhanced fonts or listed separately.

D) Disposal of Samples

Disposal, if required, of all samples is the responsibility of the Supply Arrangement holder and must be in accordance with applicable Federal, Provincial, Territorial and Municipal Environmental Safety Regulations and Legislation. If samples are requested to be returned to the Identified User, costs to package and return samples back will be reimbursed by that Identified User at actual cost with NO mark-up.

E) Retesting

Any cost resulting from retesting that is required as a result of Supply Arrangement holder damage or adulteration to samples handling and storage at the location of work of the Supply Arrangement holder will be the responsibility of the Supply Arrangement holder. Alternatively, if retesting is due to errors made by the Identified User, then that Identified User will be responsible for the costs associated with repeating the analysis as per the Basis of Payment, Annex "B".

F) Standard of Work

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

G) Special Requirements

The Identified User will request the Supply Arrangement holder to investigate and rectify any discrepancies that may be discovered to the satisfaction of that Identified User. The Supply Arrangement holder must obtain and maintain all permits, licenses and certificates of approval required for the work to be performed under an applicable federal, provincial or municipal legislation. The Supply Arrangement holder will be responsible for any charges imposed by such legislation or regulations. Upon request, the Supply Arrangement holder must provide a copy of any such permit, license, or certificate to Canada.

At the request of the Government Department, Agency, or Crown Corporation, the Supply Arrangement holder may be asked to provide all sample containers, associated equipment, and necessary reagents, including, but not limited to:

- a. Sample jars, bottles, plastic bags
- b. Coolers for transporting samples
- c. Applicable preservatives and solvents

If requested by the Government Department, Agency, or Crown Corporation, Packaging for transportation is to be provided by and is the responsibility of the Supply Arrangement holder and must be in accordance with current Transportation Canada Regulations, including, and where applicable, requirements under the Transportation of Dangerous Goods Act (TDG).

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7. DELIVERABLES:

Each resultant contract issued in accordance with this Supply Arrangement will clearly define the work required, the lab analysis required, turnaround times, the specific deliverables, format required and the required delivery date.

All Deliverables must be produced such that they conform to any and all applicable professional and scientific standards and rigour, and that they meet the objectives of the Identified User.

ANNEX "B"

EVALUATION PROCESS, EVALUATION CRITERIA AND SUPPLIER SELECTION METHOD

A) EVALUATION PROCESS

Step 1: Mandatory Technical Criteria

Each Arrangement will be examined to determine that it meets all mandatory criteria. Arrangements which fail to meet the mandatory criteria will be given no further consideration and will be deemed non-compliant. Arrangements which meet all the mandatory criteria will proceed to Step 2.

Step 2: Conditions Precedent to Issuance of Supply Arrangements

Each compliant Supplier will be given written notification to provide the information required in Part 5 Certifications required as a Condition Precedent to Issuance of Supply Arrangement, by a specified date and time, unless the information has already been provided in the RFSA submission. Should the Supplier fail to provide all the information required by the date and time specified, the Supplier will be considered non-compliant and given no further consideration.

Step 3: Issuance of Supply Arrangements

Upon compliance with all of the Conditions Precedent to the Issuance of Supply Arrangements, each compliant Supplier will be issued a Supply Arrangement.

B) EVALUATION CRITERIA

MANDATORY TECHNICAL CRITERIA

Mandatory Technical Criteria at Solicitation Closing

Failure to meet any of the following mandatory requirements at solicitation closing will render your Arrangement non-compliant and they will be given no further consideration

- 1) Suppliers submitting a proposal for Categories i) Water and Waste Water and/or ii) Sediment and Soil Categories as per the Basis of Payment, Annex "C", must have a current accreditation from the Canadian Association for Laboratory Accreditation (CALA) or the Standards Council of Canada (SCC).

The Supplier must provide a copy of their current accreditation with CALA or SCC with the Arrangement.

- 2) Suppliers submitting a proposal for Category iii) Aquatic Life (Benthic Invertebrates) as per the Basis of Payment, Annex "C", must have a current accreditation with the Taxonomic Certification program of the North American Benthological Society or equivalent.

The Supplier must provide a copy of their current accreditation with the Arrangement.

- 3) The Supplier must provide a current copy of their regular, seasonal and sale catalogues or current published price lists with the Arrangement.

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- 4) Suppliers are to indicate the geographic location in which their company can provide services.

Geographic Location	Services Provided in:
British Columbia	
Alberta	
Saskatchewan	
Manitoba	
Northwest Territories	
Nunavut	

C) SUPPLIER SELECTION METHOD

Suppliers that meet all the mandatory requirements at solicitation close and provide all Certifications required as a Condition Precedent to Issuance of a Supply Arrangement as outlined in Part 5 of the Request for Supply Arrangement, will be issued a Supply Arrangement.

ANNEX "C"

BASIS OF PAYMENT

- **It is MANDATORY that Offerors submit a discount percentage for one or more of the following categories:** i) Water and Waste Water, ii) Sediment and Soil, and iii) all Aquatic Life listed below for this Arrangement. Offerors are not obligated to submit discount percentages for all categories, only categories for which they can perform work under.
- Discount percentages are to remain firm for the period of the Supply Arrangement.
- Analyses of some components of Aquatic Life are often highly tailored to the Identified User needs depending on the type of Aquatic Life (e.g., phytoplankton versus zooplankton) and how it is described (e.g., density versus biomass). Thus, to provide an increased level of clarity and flexibility to the Supply Arrangement holder and the Identified User using the SA, the category of "Aquatic Life" has been separated from categories: i) Water and Waste Water and ii) Sediment and Soil.
- For the Aquatic Life Analysis Category, Offeror's may submit discount percentages for one or more of the analyses listed (e.g. zooplankton, phytoplankton) for which they can perform work under.
- Percentage Discounts for work performed during normal working hours will be the Offeror's regular, seasonal and sale catalogues or current published price lists, less a discount percentage, Table A & B below.
- Turnaround Times (TAT) and Surcharges - The Contractor must provide, on an as and when required basis, 1 Day, 3 Day and 5 Day (Routine) TATs.
- In cases where the actual time for analysis exceeds the stated turnaround times listed below, turnaround times and surcharges must be agreed to prior to issuing the contract. The agreed upon TAT and surcharges must be documented in writing in the work plan and corresponding contract.

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

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

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

- Sample containers, shipping costs and any other associated costs are not to be included in the direct sample price less the discount percentage. These costs will however, be reimbursed at actual costs with NO mark-up. Receipts MUST be provided with invoices and will be specified in any resultant contract(s) issued in accordance with this Supply Arrangement.

- GST is not to be included in the prices but will be added as a separate item to any invoice issued against any contract issued Against the Supply Arrangement.
- Following issuance of a Supply Arrangement, it is the Supply Arrangement holder's responsibility to supply and update price lists and/or catalogues. The Supply Arrangement holder must send any updated price lists and/or catalogues to the Supply Arrangement Authority at the address stated in the Supply Arrangement. Upon request, the Supply Arrangement holder must provide one (1) copy of its catalogue and price list and updates to any Identified User requesting a copy.
- Supply Arrangement (SA) holders will be allowed to revise the percentage discounts offered on an annual basis at their own discretion. SA holders will be required to inform the SA Authority of their intent to either keep percentage discounts as is for the following year (January 1st to December 31st) or of their intent to increase or decrease their offered percentage discounts by no later than November 30th. If contracts awarded under the SA span multiple years, the percentage discount applied at the time the contract was awarded will apply for the remainder of the contract.

Table A – For the period January 1st, 2019 – December 31st, 2019

*Note – SA Holders have until November 30th of each year during the period of the SA to provide the SA Authority notification on whether their percentage discounts will increase or decrease for the following year. If the SA receives no notification, the percentage discount will remain the same for the following year.

LABORATORY ANALYSIS CATEGORIES:	1 Day Turnaround Discount %	3 Day Turnaround Discount %	5 Day Turnaround Discount %
i. Water and Waste Water	_____ %	_____ %	_____ %
ii. Sediment and Soil	_____ %	_____ %	_____ %
iii. Airborne Materials	_____ %	_____ %	_____ %

Table B – For the period January 1st, 2019 – December 31st, 2019

*Note – SA Holders have until November 30th of each year during the period of the SA to provide the SA Authority notification on whether their percentage discounts will increase or decrease for the following year. If the SA receives no notification, the percentage discount will remain the same for the following year.

iii. AQUATIC LIFE ANALYSIS CATEGORY:	Density Analysis			Biomass Analysis			Other Analysis (eg. fish aging)		
	1 Day Turnaround Discount %	3 Day Turnaround Discount %	5 Day Turnaround Discount %	1 Day Turnaround Discount %	3 Day Turnaround Discount %	5 Day Turnaround Discount %	1 Day Turnaround Discount %	3 Day Turnaround Discount %	5 Day Turnaround Discount %
Zooplankton	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
Phytoplankton	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
Benthic Macroinvertebrates	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
Benthic Algae	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %
All other types of Aquatic Life analyses not listed above including but not limited to fish and marine mammals.	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %	_____ %

Solicitation No. - N° de l'invitation
ET959-190626/A
Client Ref. No. - N° de réf. du client
ET959-190626

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-8-41045

Buyer ID - Id de l'acheteur
NCS030
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

SUPPLY ARRANGEMENT USAGE REPORT

Suppliers must provide a quarterly report on usage of the Supply Arrangement in the format as show below.

Supply Arrangement Reporting must be e-mailed to the following email address: Monnette.Calixto@tpsgc-pwgsc.gc.ca

Please use the Supply Arrangement number in the subject line and clearly indicate:

- ☐ The supply arrangement number for which the data is submitted
- ☐ The period for which the data has been accumulated (start date to end date);
- ☐ The Total Spend to date by Canada

Supply Arrangement – ET959-190626/NCS/xxx		Start Date of SA (DD/MM/YYYY)	End Date of SA (DD/MM/YYYY)
Total Value to Date (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period. (DD/MM/YYYY)	

Invoice #	Description / Location	Date of Contract Award	Date of Relocation	Value of Contract

NIL REPORT: We have not done any business with the federal government for this period []

PREPARED BY:

NAME: _____

TELEPHONE NO.: _____

SIGNATURE: _____

DATE: _____

Solicitation No. - N° de l'invitation
ET959-190626/A
Client Ref. No. - N° de réf. du client
ET959-190626

Amd. No. - N° de la modif.
File No. - N° du dossier
NCS-8-41045

Buyer ID - Id de l'acheteur
NCS030
CCC No./N° CCC - FMS No./N° VME

ANNEX "E"

COMPREHENSIVE LAND CLAIMS AGREEMENT

One or more of the following CLCAs may apply to the bid solicitation of any resulting supply arrangement, dependant on delivery location(s):

1. Inuvialuit Final Agreement;
2. Sahtu Dene and Metis Comprehensive Land Claim Agreement;
4. Eeyou Marine Region Land Claims Agreement;
4. Tlicho Land Claims Agreement;
5. Nunavut Land Claims Agreement;
6. Gwich'in Comprehensive Land Claim Agreement;
7. Nunavik Inuit Land Claims Agreement;

The Western Region PSPC recommends the inclusion of AOC, where practicable and consistent with sound procurement management principles, for CLCA applicable requirements.

ANNEX "F"

ABORIGINAL OPPORTUNITY CONSIDERATIONS PLAN (AOC) or INUIT BENEFITS PLAN (IBP)

The following is an example of socio-economic criteria and the resulting basis of selection process that may be included in a bid solicitation for work occurring in a CLCA.

Templates for the inclusion of socio-economic criteria that are specific to a CLCA can be provided upon request by contacting the Supply Arrangement Authority by sending a query to Monnette.Calixto@tpsgc-pwgsc.gc.ca

EXAMPLE OF CLCA SOCIO-ECONOMIC CRITERIA:

Evaluation and Assessment of AOC / IBP

For a bid to be assigned points for guarantees made in respect of any AOC / IBP bid criteria, [THE BIDDER MUST PROVIDE PROOF WITH THEIR BID](#) to demonstrate how they will meet the objective of each criterion. Bidders may use the attached GUARANTEE TABLES to supplement the AOC / IBP submission provided in their bid.

Proof of efforts and/or guarantees made by Bidders should include, but not be limited to, the names of persons or companies contacted and the nature of the undertakings at the time of the submission as applicable. Bidders must ensure their AOC / IBP documentation demonstrates sufficient evidence to assess the compliance of their bid against the criteria listed herein. It is the Bidders' responsibility to provide sufficient information in its bid to enable the Evaluation Committee to complete its evaluation. **BIDDERS WILL ONLY BE ELIGIBLE TO RECEIVE POINTS FOR DEMONSTRATED COMMITMENTS.** Bidders must include all reference material to be considered. Only material and/or documents submitted as part of the bid proposal will be considered. URL links to website will not be considered.

Canada reserves the right to verify any information provided in the AOC / IBP guarantee and that untrue statements may result in the tender being declared non-responsive.

BID CRITERIA		TOTAL AVAIL. POINTS
The requirements of the <u>TBD</u> apply to this procurement. Canada reserves the right to confirm validity of all declarations / guarantees.		
1. HEAD OFFICE: The existence of head offices, staffed administrative offices or other staffed facilities in the <u>area of the contract OR CLCA OR Nunavut Settlement Area</u>		5 Points

2. TRAINING: Bidders will be evaluated on their undertaking of a commitment with respect to delivery of on-the-job training and apprenticeship programs for [Aboriginal people from the area of the contract OR Aboriginal people from the CLCA OR Inuit from the Nunavut Settlement Area](#) at no additional cost under this Contract. "Training and Apprenticeship" is considered delivered when the receiving individuals have acquired certifiable work skills. This is typically achieved through an independent third party certification process.

To establish the training score, each responsive bid will be prorated against the bidder proposing the highest number of total [Aboriginal / Inuit](#) training hours, with the proposal committing to the highest number of training hours receiving full points.

	Bidder 1	Bidder 2	Bidder 3
Total number of Aboriginal / Inuit training hours proposed	20 hours	35 hours	60 hours
Calculation of points	20/60 = 33% of total points available	35/60 = 58% of total points available	60/60 = 100 % of total points available

15
points

3. LABOUR: The employment of [onsite Aboriginal/Inuit](#) in carrying out the work of the contracts.

Bidder will be evaluated on their firm guarantee to use [onsite Aboriginal people from the area of the contract OR Aboriginal people from the CLCA OR Inuit from the Nunavut Settlement Area](#) in carrying out the work. The percentages identified below relate specifically to on-site labour hours regardless of whether they are Prime Contractor staff and/or Sub-contractor staff.

Percentages should be supported by a list of specific positions, categories, overall percentage of labor, labour hours and the total project hours that may or will be staffed by [onsite Aboriginal / Inuit](#). [Onsite Aboriginal / Inuit](#) employment will be confirmed during activities based on supporting documentation provided by the Contractor and Departmental Representative if applicable.

0-100% of total labour hours = 0-40 points. Points will be assigned based on a percentage % of the total Points available.

___ % x total points available = assigned points

Example:

Bidder guarantees 65% of labor hours will be [Aboriginal / Inuit](#) = 65% of total points (40)

65 % x 40 = 26 points

NOTE:

Bidder must demonstrate how they will meet their Labor %. Simply indicating a "%" commitment is not sufficient to achieve points. Your score will be adjusted in accordance with your backup documentation.

*** Penalties Conditions will apply to this criterion.

40
Points

<p>4. SUB-CONTRACTORS / SUPPLIERS: The use of sub-contractors or suppliers that are Aboriginal/Inuit in carrying out the contract.</p> <p>Bidder will be evaluated on their firm guarantee to use Aboriginal/Inuit Sub-Contractors for services or the procurement of supplies and equipment from the Aboriginal people from the area of the contract OR Aboriginal people from the CLCA OR Inuit from the Nunavut Settlement Area associated with the Contract.</p> <p>Note: if the Prime Contractor is an Aboriginal / Inuit owned business, all supplier and subcontracting costs qualify as Inuit Sub-Contracting/Supplier Costs.</p> <p><u>Bidders should provide their guarantee of Aboriginal / Inuit Subcontractors in accordance with the following:</u></p> <p>Estimated value of Contract: \$ _____</p> <p>- Less Non-Aboriginal/Non-Inuit subcontracting: \$ _____ =</p> <p>Total guaranteed for Aboriginal / Inuit Subcontractors/Suppliers: \$ _____</p> <p>Points will be assigned to bidder as follows: Total guaranteed / Estimated value of contracting = ____a____ %</p> <p>Points will be assigned based on a percentage % of the total points available:</p> <p>_a_ % x total points = assigned points</p> <p>Example:</p> <p>Estimated value of Contract: \$100,000</p> <p>- Less Non-Aboriginal/Non-Inuit subcontracting: \$ 45,000 =</p> <p>Total guaranteed for Aboriginal / Inuit Subcontractors/Suppliers: \$ 55,000</p> <p>$\\$55,000 / \\$100,000 = 0.55 \times 100 = 55\%$</p> <p>55 % x 40 = 22 points</p> <p>NOTE:</p> <p>Percentages MUST BE SUPPORTED by a list of specific subcontractor/suppliers that can be confirmed as Aboriginal/Inuit subcontractors. Verification of Aboriginal / Inuit businesses will be made through:</p> <ul style="list-style-type: none"> • Indigenous and Northern Affairs Canada (INAC) Aboriginal Business Directory. https://www.aadnc-aandc.gc.ca/eng/1100100033057/1100100033058 <p>or</p> <ul style="list-style-type: none"> • In accordance with the Supply Manual Chapter 9.35.60 Business Directories / Lists. <p>Or</p> <ul style="list-style-type: none"> • The Inuit Firm Registry Database http://inuitfirm.tunngavik.com/ <p>*** Penalty Conditions will apply to this criterion.</p>	<p>40 Points</p>
<p>TOTAL POSSIBLE POINTS</p>	<p>100 Points</p>

EXAMPLE OF THE BASIS OF SELECTION PROCESS:

Basis of Selection - Highest Combined Rating of Technical AOC / IBP Merit and Price (A0027T)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of "0" points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be ____% for the technical merit and ____% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of ____%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of ____%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

90 Price and 10 AOC / IBP				Successful Bidder			
Bidder	Total Bid Price	\$ Price Calc \$50,000/bidder	Price Score	Price Score out of 90%	AOC / IBP Score	AOC / IBP Score out of 10%	TOTAL SCORE
a	\$50,000.00	\$50,000/\$50,000	100.0	90.0	0.0	0.0	90.0
b	\$55,000.00	\$50,000/\$55,000	90.9	81.8	10.0	10.0	91.8
c	\$54,000.00	\$50,000/\$54,000	92.6	83.3	10.0	10.0	93.3