

**RETURN BIDS TO:**

## RETOURNER LES SOUMISSIONS À:

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

**1550, Avenue d'Estimauville**  
**1550, D'Estimauville Avenue**

Québec  
Québec

**G1J 0C7**

## Request For a Standing Offer Demande d'offre à commandes

### Regional Individual Standing Offer (RISO)

## Offre à commandes individuelle régionale (OCIR)

Canada, as represented by the Minister of Public Works and Government Services Canada, hereby requests a Standing Offer on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et Services Gouvernementaux Canada, autorise par la présente, une offre à commandes au nom des utilisateurs identifiés énumérés ci-après.

## Comments - Commentaires

**Vendor/Firm Name and Address****Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

<b>Title - Sujet</b> Environmental Analysis Services	
<b>Solicitation No. - N° de l'invitation</b> W6892-182742/A	<b>Date</b> 2019-05-02
<b>Client Reference No. - N° de référence du client</b> W6892-182742	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$QCN-035-17658
<b>File No. - N° de dossier</b> QCL-8-41158 (035)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-06-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Est HAE
<b>Delivery Required - Livraison exigée</b> Voir Doc.	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Deslauriers, Annie	<b>Buyer Id - Id de l'acheteur</b> qcn035
<b>Telephone No. - N° de téléphone</b> (418)649-2707 ( )	<b>FAX No. - N° de FAX</b> (418)648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Détachement des Opérations Immobilières DOI Section des Contrats Bâtiment 62 CP 5000, B-62 CHURCHILL RD ALOUETTE Québec G0V1A0 Canada	
<b>Security - Sécurité</b> This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 INTRODUCTION .....	3
1.2 SUMMARY .....	3
1.3 DEBRIEFINGS .....	4
1.4 ANTICIPATED MIGRATION TO AN E-PROCUREMENT SOLUTION (EPS) .....	4
<b>PART 2 - OFFEROR INSTRUCTIONS .....</b>	<b>4</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	4
2.2 SUBMISSION OF OFFERS .....	6
2.3 FORMER PUBLIC SERVANT .....	6
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS .....	8
2.5 APPLICABLE LAWS .....	8
<b>PART 3 - OFFER PREPARATION INSTRUCTIONS .....</b>	<b>8</b>
3.1 OFFER PREPARATION INSTRUCTIONS .....	8
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>10</b>
4.1 EVALUATION PROCEDURES .....	10
4.2 BASIS OF SELECTION .....	10
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>10</b>
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER .....	10
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION .....	11
<b>PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES .....</b>	<b>11</b>
<b>A. STANDING OFFER .....</b>	<b>11</b>
6.1 OFFER .....	11
6.2 SECURITY REQUIREMENTS .....	11
6.3 STANDARD CLAUSES AND CONDITIONS .....	12
6.4 TERM OF STANDING OFFER .....	12
6.5 AUTHORITIES .....	13
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	15
6.7 IDENTIFIED USERS .....	15
6.8 CALL-UP INSTRUMENT .....	15
6.9 LIMITATION OF CALL-UPS .....	15
6.10 FINANCIAL LIMITATION .....	15
6.11 PRIORITY OF DOCUMENTS .....	15
6.12 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	16
6.13 APPLICABLE LAWS .....	16
6.14 TRANSITION TO AN E-PROCUREMENT SOLUTION (EPS) .....	16
6.15 ESTIMATES .....	17
<b>B. RESULTING CONTRACT CLAUSES .....</b>	<b>17</b>
6.1 STATEMENT OF WORK .....	17
6.2 STANDARD CLAUSES AND CONDITIONS .....	17
6.3 TERM OF CONTRACT .....	17
6.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS .....	18
6.5 PAYMENT .....	18
6.6 SACC MANUAL CLAUSES .....	18
6.7 ELECTRONIC PAYMENT OF INVOICES - CALL-UP .....	18

Solicitation No. - N° de l'invitation  
W6892-182742/A  
Client Ref. No. - N° de réf. du client  
W6892-182742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCL-8-41158

Buyer ID - Id de l'acheteur  
QCN035  
CCC No./N° CCC - FMS No./N° VME

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6.8	INVOICING INSTRUCTIONS .....	19
6.9	SACC MANUAL CLAUSES .....	19
<b>ANNEX A – STATEMENT OF WORK .....</b>		<b>20</b>
<b>ANNEX B - BASIS OF PAYMENT .....</b>		<b>21</b>
<b>ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS .....</b>		<b>22</b>
<b>ANNEX D – PERIODIC USAGE REPORTS – STANDING OFFER .....</b>		<b>23</b>

## **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 | 6A, Standing Offer, and 6B, Resulting Contract Clauses:<br><br>6A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;<br><br>6B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.<br><br>The annexes include:<br>Annex A: Statement of Work<br>Annex B: Basis of Payment<br>Annex C: Electronic Payment Instruments<br>Annex D: Periodic Usage Reports – Standing Offer. |

### **1.2 Summary**

- 1.2.1 To provide, on an as-and-when-required basis, environmental analysis services (water and solid matter microbiology; water physical chemistry; solid matter physical chemistry) to Department of National Defence (DND) - Real Property Operations Detachment, Bagotville, Quebec.
- 1.2.2 The term of the Standing Offer is two (2) years from the date of grant, with three (3) option years of one (1) year each.
- 1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.2.4 The requirement is subject to the provisions of the following trade agreements:

- the North American Free Trade Agreement (NAFTA)
- the Canadian Free Trade, Agreement (CFTA)
- Chile
- Colombia
- Honduras
- Korea
- Panama.

### 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 fifteen (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.

### 1.4 Anticipated migration to 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 Standing Offer that is issued under this solicitation, refer to 6.13 Transition to an e-Procurement Solution (EPS).

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

## PART 2 - OFFEROR INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

The 2006 standard instructions is amended as follows:

- Section 08, entitled Submission of offers, is amended as follows:

subsection 2 is deleted entirely and replaced with the following:

2. epost Connect

- a. Unless specified otherwise in the RFSO, offers may be submitted by using the [epost Connect service](#) provided by Canada Post Corporation.

- i. PWGSC, Quebec Region: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC headquarters is:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

or if applicable, the email address identified in the RFSO.

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to RFSOs issued by PWGSC regional offices is identified in the RFSO.

- 
- b. To submit an offer using epost Connect service, the Offeror must either:
- i. send directly its offer only to the specified PWGSC Bid Receiving Unit using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the RFSO closing date and time, (in order to ensure a response), an email that includes the RFSO number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Offeror sends an email requesting epost Connect service to the specified Bid Receiving Unit in the RFSO, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Offeror to access and action the message within the conversation. The Offeror will then be able to transmit its offer afterward at any time prior to the RFSO closing date and time.
- d. If the Offeror is using its own licensing agreement to send its offer, the Offeror must keep the epost Connect conversation open until at least 30 business days after the RFSO closing date and time.
- e. The RFSO number should be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should an offeror not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the RFSO in order to register for the epost Connect service.
- g. For offers transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the offer including, but not limited to, the following:
- i. receipt of a garbled, corrupted or incomplete offer;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the offer;
  - v. failure of the Offeror to properly identify the offer;
  - vi. illegibility of the offer;
  - vii. security of offer data; or,
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of offer document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Offerors must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.

- j. An offer transmitted by epost Connect service constitutes the formal offer of the Offeror and must be submitted in accordance with section 05.

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

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

- 2.2.1 By using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a))  
The email address of PWGSC Quebec region Bid Receiving Unit is:  
[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca)

**NOTE THAT YOU SHOULD NOT SEND YOUR OFFERS DIRECTLY TO THIS EMAIL ADDRESS, BUT PROCEED THROUGH CANADA POST EPOST CONNECT SERVICE. REFER TO THE 2003 STANDARD INSTRUCTIONS (2018-05-22).**

- 2.2.2 Tenders can also be transmitted by fax to 418-648-2209.

- 2.2.3 By mail or in person at:  
Public Works and Government Services Canada (PWGSC)  
1550, Avenue of Estimaerville  
Quebec City, Quebec G1J 0C7

## 2.3 Former Public Servant

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

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

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

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

#### Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### Work Force Adjustment Directive

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

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;



- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## 2.4 Enquiries - Request for Standing Offers

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

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 Quebec.

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

# PART 3 - OFFER PREPARATION INSTRUCTIONS

## 3.1 Offer Preparation Instructions

- If the Offeror chooses to submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation. The offer must be gathered per section and separated as follows:

Section I: Financial Offer  
Section II: Certifications

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

Section I: Financial Offer (1 hard copies)  
Section II: Certifications (1 hard copies)

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

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

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.

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

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

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

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

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

## **Section I: Financial Offer**

Offerors must submit their financial offer in accordance with the Annexe B - Basis of Payment detailed below.

### **3.1.1 Electronic Payment of Invoices - Offer**

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

If Annex C - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

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

### **3.1.2 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06) Exchange Rate Fluctuation

## **Section II: 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 Financial Evaluation**

##### **4.1.1.1 Financial Criteria**

The price of the offer will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Offerors must submit their pieces DDP destination; Delivered Duty paid.

### **4.2 Basis of Selection**

An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. The responsive offer with the lowest evaluated price 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.

## 5.2 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 property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity

"FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada-Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

### 5.2.3 Accreditation Program for Analytical Laboratories

The offerors must be on the official list of Accredited Laboratories of the "Accreditation Program for Analytical Laboratories", List of Laboratories Providing Drinking Water Testing Services / DR12-LLA-01, DR12-LLA03, of the Department of Environment and the fight against climate change in Quebec and comply with ISO/IEC 17025. [http://www.ceaeq.gouv.qc.ca/accreditation/pala/index\\_en.htm](http://www.ceaeq.gouv.qc.ca/accreditation/pala/index_en.htm). The Offeror must provide a copy of its accreditations prior to issuance of a standing offer.

## PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the resulting Standing Offer.

Notice: Numbering will be revised at the issuance of a Standing Offer.

### A. STANDING OFFER

#### 6.1 Offer

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

#### 6.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

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

#### 6.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex D. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a year to the Standing Offer Authority.

The reporting periods are defined as follows:

- First year: From the date of the Standing Offer to the end of the first year;
- Second year;
- First option year;
- Second option year;
- Third option year.

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

### 6.4 Term of Standing Offer

#### 6.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of the Standing Offer to May 31, 2021.

#### 6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period of two (2) complete year, the Offeror offers to extend its offer for an additional three (3) years of one (1) year, from June 1, 2021 to May 31, 2022, from June 1, 2022 to May 31, 2023 and from June 1, 2023 to May 31, 2024, under the same conditions and at the rates or prices specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

### 6.4.3 Delivery point

#### Shipping of containers, forms and analysis results

##### 1) WFE Official – Infrastructure group

Infrastructure Group  
Building 62 – Water, Fuel and Environment Section (WFE)  
CFB Bagotville  
P.O. Box 5000 Station Bureau-Chef  
Alouette, Quebec, GOV 1A0  
Telephone: \_\_\_\_\_ (will be added to the Standing Offer)  
Pager: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

##### 2) Assistant Environment – Environmental Compliance and Greening (will be added to the Standing Offer)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Cellular: \_\_\_\_\_  
Telephone: \_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.5 Authorities

#### 6.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name : Annie Deslauriers  
Title : Procurement Officer  
Organization: Public Works and Government Services Canada  
Acquisitions Branch  
Address : 1550 D'Estimauville Avenue, Quebec City, Quebec G1J0C7  
Telephone : 418-649-2707  
Facsimile : 418-648-2209  
E-mail address : [annie.deslauriers@tpsgc-pwgsc.gc.ca](mailto:annie.deslauriers@tpsgc-pwgsc.gc.ca)

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

Solicitation No. - N° de l'invitation  
W6892-182742/A  
Client Ref. No. - N° de réf. du client  
W6892-182742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCL-8-41158

Buyer ID - Id de l'acheteur  
QCN035  
CCC No./N° CCC - FMS No./N° VME

## 6.5.2 Project Authority

The Project Authority for the Standing Offer is: (will be added to the Standing Offer)

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.

### 6.5.2.1 Billing

#### 1) Contract Superintendent – Infrastructure Group (will be added to the Standing Offer)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_  
Generic E-mail address: \_\_\_\_\_

#### 2) Environment Officer – Environmental Compliance and Greening (will be added to the Standing Offer)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Cellular: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.5.3 Offeror's Representative

#### 1) Offer Manager (will be added to the Standing Offer)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

**2) Call-Up Follow up**  
(will be added to the Standing Offer)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 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.

**6.7 Identified Users**

The Identified User authorized to make call-ups against the Standing Offer is: Department of National Defence (DND) - Real Property Operations Detachment, Bagotville, Quebec.

**6.8 Call-up Instrument**

The Work will be authorized or confirmed by the Identified User (s) using form PWGSC-TPSGC 942, Call-up Against a Standing Offer duly completed or electronic document.

Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

**6.9 Limitation of Call-ups**

Individual call-ups against the Standing Offer must not exceed \$10 000.00 (Applicable Taxes included).

**6.10 Financial Limitation**

For the two (2) firm year of the Standing Offer, the total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ 40 000.00 (*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 three (3) 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.

**6.11 Priority of Documents**

If there is a discrepancy between the wordings 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) Annex C, Periodic Usage Reports – Standing Offer;
- h) Annex D, Electronic payment Instruments;
- i) the Offeror's offer dated \_\_\_\_\_. (will be added to the Standing Offer by PWGSC)

## **6.12 Certifications and Additional Information**

### **6.12.1 Compliance**

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

### **6.12.2 Status and Availability of Resources**

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

### **6.13 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 Quebec.

### **6.14 Transition to an E-Procurement Solution (EPS)**

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO'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 Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

## **6.15 Estimates**

Where an estimate of the cost of performing specific work is required, the Identified User will provide the Offeror with a statement of the work required and the Offeror must provide the Identified User with an estimate of the cost of performing the specified work in accordance with the pricing provision of the Standing Offer. The Offeror must not undertake any of the specified work unless and until a call-up is issued by the Identified User. The estimated cost stated in the call-up must not be exceeded without the specific written authorization of the Identified User.

## **B. RESULTING CONTRACT CLAUSES**

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

### **6.1 Statement of Work**

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

### **6.2 Standard Clauses and Conditions**

#### **6.2.1 General Conditions**

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

**The following clause will be inserted if credit card payments are accepted by the offeror.**

- b) Section 13, Interest on Overdue Accounts, of 2010C (2018-06-21) will not apply to payments made by credit cards.

### **6.3 Term of Contract**

#### **6.3.1 Turnaround times**

Each analysis report must be given inside of the deadline specified in annex "B" - Base of payment, following receipt of an authorized order.

#### **6.3.2 Default - Cancellation of the Offer**

If, on more than three occasions, the offeror fails to execute the work by the deadline specified in the Contract and receives written notice from PWGSC to this effect, after the fourth default, the contractor's Standing Offer could be cancelled.

Nothing in this article is to be interpreted as limiting the rights and remedies which Canada or the Minister may otherwise be entitled to under this Standing Offer.

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

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

#### 6.5 Payment

##### 6.5.1 Basis of Payment - Firm Unit Prices - Year # 1 and 2 of Standing Offer

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Offerer will be paid the firm unit prices for the first year of Standing Offer, as specified in the Annex B for total estimated amount of \$40 000.00 for two (2) year. Customs duties are included and Applicable Taxes are extra.

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.

##### 6.5.2 Adjustment of Firm Unit Prices - Years # 3 to 5 in Option

The firm unit firm prices of Annex B are to be firm base prices for the first year of Standing Offer. Following the Contractor's request, firm unit prices may be adjusted, up to a maximum of once per year, in accordance with the consumer price index : All-items index for the province of Quebec, calculated for the 12 months period preceding the date of the Contract Amendment.  
([https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&request\\_locale=en](https://www150.statcan.gc.ca/t1/tbl1/en/tv.action?pid=1810000413&request_locale=en)).

#### 6.6 SACC Manual Clauses

Number	Date	Title
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
C0711C	2008-05-12	Time Verification
C2000C	2007-11-30	Taxes - Foreign-based Contractor
H1001C	2008-05-12	Multiple Payments

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

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

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

Solicitation No. - N° de l'invitation  
W6892-182742/A  
Client Ref. No. - N° de réf. du client  
W6892-182742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCL-8-41158

Buyer ID - Id de l'acheteur  
QCN035  
CCC No./N° CCC - FMS No./N° VME

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## 6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

## 6.9 SACC Manual Clauses

Number	Date	Title
A9006C	2012-07-16	Defence Contract
A9062C	2011-05-16	Canadian Forces Site Regulations
G1005C	2008-05-12	Insurance

Solicitation No. - N° de l'invitation  
W6892-182742/A  
Client Ref. No. - N° de réf. du client  
W6892-182742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCL-8-41158

Buyer ID - Id de l'acheteur  
QCN035  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX A – STATEMENT OF WORK**

The Statement of work (Annex A) appended to the request for Standing Offers package is to be inserted at this point and forms part of this document.

Solicitation No. - N° de l'invitation  
W6892-182742/A  
Client Ref. No. - N° de réf. du client  
W6892-182742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCL-8-41158

Buyer ID - Id de l'acheteur  
QCN035  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX B - BASIS OF PAYMENT**

The Basis of payment (Annex B) appended to the request for Standing Offers package is to be inserted at this point and forms part of this document.

Solicitation No. - N° de l'invitation  
W6892-182742/A  
Client Ref. No. - N° de réf. du client  
W6892-182742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCL-8-41158

Buyer ID - Id de l'acheteur  
QCN035  
CCC No./N° CCC - FMS No./N° VME

## ANNEX C - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

Solicitation No. - N° de l'invitation  
W6892-182742/A  
Client Ref. No. - N° de réf. du client  
W6892-182742

Amd. No. - N° de la modif.  
File No. - N° du dossier  
QCL-8-41158

Buyer ID - Id de l'acheteur  
QCN035  
CCC No./N° CCC - FMS No./N° VME

## ANNEX D – PERIODIC USAGE REPORTS – STANDING OFFER

### Regional Individual Standing Offer (RISO)

# W6892-182742, Environmental Analysis Services

Offeror's Name : \_\_\_\_\_

Report period : from \_\_\_\_\_ to \_\_\_\_\_

Date	Quantity	Amount
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total amount :		\$

Signature : \_\_\_\_\_

Date (YYYY-MM-DD) : \_\_\_\_\_