

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Travaux publics et Services gouvernementaux
Canada**

Voir dans le document/

See herein

NA

Québec

NA

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

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

Title - Sujet Water and soil analysis services for BFC Bagotville	
Solicitation No. - N° de l'invitation W0138-20A001/A	Date 2021-01-29
Client Reference No. - N° de référence du client W0138-20A001	GETS Ref. No. - N° de réf. de SEAG PW-\$MTB-309-16047
File No. - N° de dossier MTB-0-43117 (309)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-03-01 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée Voir Doc.	
Address Enquiries to: - Adresser toutes questions à: Paradis, Mary	Buyer Id - Id de l'acheteur mtb309
Telephone No. - N° de téléphone (514)702-8173 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: BFC Bagotville 3E ESCADRE BAGOTVILLE ALOUETTE Québec G0V1A0 Canada	
Security - Sécurité 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

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer. |

The Annexes include:

Annex A - Statement of Work

Annex B - Basis of Payment – Water and Soil

Annex C - Insurance requirements

Annex D – Attachment to PART 3 OF THE REQUEST FOR STANDING OFFERS - Electronic Payment Instruments

Annex E - Mandatory technical criteria

1.2 Summary

- 1.2.1 To provide, on request, labour, materials, tools and equipment necessary to fully perform physicochemical and microbiological analysis services as described at Annex A – Statement of work. Required for the Department of National Defence, at the Canadian Forces Base in Bagotville, P. Quebec. The client will be responsible for taking the samples.

Other important information for offerors:

- (a) Offerors may submit an offer “**Water and Soil**”.

- (b) The Offeror's main laboratory shall undertake internally, in its own facilities (no subcontracting), at least seventy percent (70%) of analysis for Water and soil parameters identified in the Basis of Payment – Annex B.
- (c) Canada will issue **one standing offer** for provision of the services from the date of issue until 3 years inclusively. The allowed budget of **\$180,000.00 (taxes excluded)** is for a period of three (3) years firm.

The period of the Standing offer will be for **three (3) firm years** following the issue date and will allow Canada the right to extend its use for **two supplementary years, of one year each**.

The client department for which these services will be provided to, is as follows:

The Department of National Defence, Canadian Forces Base at Bagotville, P. Quebec.

The services are required for 3 clients within the Base.

- Le Bureau de conformité environnementale et écologisation (BCE)
- L'Hôpital et Camp de Cadet (25e Centre de service de santé des Forces canadiennes)
- Le secteur eau, carburant et environnement (ECE)

1.2.2 "The requirement is subject to a preference for Canadian services".

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.

1.3 Security Requirements

There are no security requirements associated with this requirement.

1.4 Debriefings

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

1.5 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 7.15 Transition to an e-Procurement Solution (EPS).

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

1.6 IMPORTANT NOTICE TO SUPPLIERS REGARDING BID SUBMISSION REQUIREMENTS

Due to the impacts from the COVID-19 pandemic, temporary measures are being taken on-site at the Québec Region Bid Receiving Unit to encourage social distancing. The health and safety of staff and suppliers remains our top priority.

Suppliers are required to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. This service allows suppliers to submit bids, offers and arrangements electronically to PSPC Bid Receiving Units. This online service enables the electronic transfer of large files up to Protected B level.

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

Given current circumstances and network limitations, some active procurements may be delayed. To stay up to date on the status of specific procurements, please consult [Buysandsell.gc.ca](https://buyandsell.gc.ca).

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The 2006 2020-05-28 Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

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

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

A3015T 2014-06-26 Certifications - Bid
M7035T 2013-07-10 List of Proposed Subcontractors

2.2 Submission of Offers

Bids must be submitted only to the Public Services and Procurement Canada (PSPC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

PSPC Québec Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:
TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PSPC will not be accepted.

2.3 Former Public Servant

Former Public Servant - Competitive – Offer

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: 2019-01 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.

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 _____ (*insert the name of the province or territory*).

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

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

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

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Offerors can present an offer relatively in both fields of work which are '**Water and Soil**'.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

3.1.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “D” – Attachment to PART 3 OF THE REQUEST FOR STANDING OFFERS - Electronic Payment Instruments, to identify which ones are accepted.

If the Attachment to PART 3 OF THE REQUEST FOR STANDING OFFERS -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.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine if there are two or more offers with a valid Canadian Content certification with the offers coming from two or more Offerors that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those offers with a valid certification will be eligible to be issued a Standing Offer; otherwise, all offers will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that offers are non-responsive or withdrawal of offers by Offerors, that there are no longer two (2) or more responsive offers with a valid certification, then all responsive offers will be eligible to be issued a Standing offer. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

All offers must be completed in details and must contain all the information that is required in this request document to permit a complete evaluation.

4.1.1.1 Mandatory Technical Criteria

The following factors will be taken into account during the evaluation of each offer:

- a. The offers must be in technical conformity with the specifications provided in Annex ‘A’ – Statement of work.

- b. The information that figures at Annex E- Mandatory technical evaluation, must be duly completed.

Note 1:

To be considered, at the closing date and hour of their offer, all these criteria have to be respected in order to facilitate the financial evaluation.

IN THE ABSENCE OF THIS INFORMATION, THE OFFER WILL BE REJECTED.

Note 2:

Only those offerors who meet all the mandatory criteria of this RISO will be subject to further evaluation.

4.1.2 Financial Evaluation

The total price of each offer will be evaluated as follows:

- a. Offerors must quote firm unit prices for items under column 'F' (Firm unit price) of Annex B.
Price groupings are not permitted.

Please ensure to respect the delays in the Delay column E before submitting prices. The requested period (Column E) is 5 days. If the tests are too long to meet this time frame, write down the shortest time that you can be sure you can meet.

The number '0' under the column D - '**Estimated Annual Total quantity**' indicates that no order is anticipated for that item. However, a price is required should there be a need to order.

- b. Offerors must submit firm prices for the period of three (3) years from the date of issue of this Standing Offer, Canadian customs duties and excise taxes included, and Applicable Taxes excluded. If this Standing Offer is extended (possibility of two additional years), the prices listed in Annex B –Basis of payment will be adjusted in accordance with the Consumer Price Index.
- c. Offerors must submit their prices DDP destination: Delivered Duty Paid.

SACC Manual Clause [M0220T](#) 2016-01-28 Evaluation of Price-Bid

4.2 Basis of Selection

4.2.1 Basis of Selection - Mandatory Technical Criteria Only

An offer must comply with the requirements of the Request for Standing Offers and meet all mandatory technical evaluation criteria 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 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Canadian Content Certification

Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers 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 offer will result in the service offered being treated as a non-Canadian service.

The Offeror certifies that:

() the service offered is a Canadian service as defined in paragraph 4 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

5.2.3.1.2 SACC Manual clause [A3050T](#) 2020-07-01 Canadian Content Definition

5.2.3.1.3 Evaluation Procedures for Procurement Conditionally Limited to Canadian Content

1. Clarify that there must be two Canadian Content bids from two different, unaffiliated bidders in order for competition to be conditionally limited;
2. Allow the CCP validity determination to be made at any point in the evaluation process; and
3. Clarify that if there ends up being fewer than two Canadian Content bids at any point, that the evaluation must be open to all bids.

5.2.3.2 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.

5.2.3.3 SACC Manual clause

M3021T 2012-07-16 Education and Experience

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with the requirement.

6.2 Insurance Requirements

Insurance Requirements – proof required before issuance of standing offer

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

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

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods 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. 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 **six (6) months basis** to the Standing Offer Authority.

The bi-annual reporting periods are defined as follows:

- first annual report: February 1st to July 31
- second annual report : August 1st to January 31

The data must be submitted to the Standing Offer Authority no later than **25 calendar days** after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from the date of issue of the Standing offer until 3 years.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **24 months** (*the precise dates will be announced at the issuance of the Standing offer*), 12 months at a time, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **60 days** before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex "A" – Statement of work, of the Standing Offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: MARY PARADIS
Title: Supply Specialist
Public Services and Procurement Canada
Acquisitions Branch
Quebec Region

Solicitation No. - N° de l'invitation
W0138-20A001/A
Client Ref. No. - N° de réf. du client
W0138-20A001

Amd. No. - N° de la modif.
File No. - N° du dossier
MTB-0-43117

Buyer ID - Id de l'acheteur
MTB309
CCC No./N° CCC - FMS No./N° VME

Address: 800 rue de la Gauchetière, ouest
South West Portal, Suite 7300
Montreal, Quebec, Canada

Telephone: 514-702-8173
Facsimile: 514-496-3822
E-mail address: mary.paradis@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.

7.5.2 Project Authority

The Project Authority for the Standing Offer is: *(Will be inserted at the issue of 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.

7.5.3 Offeror's Representative *(Will be inserted at the issue of the Standing offer)*

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

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is:

The Department of National Defence,
Canadian Forces Base, Bagotville, P. Quebec

7.8 Call-up Procedures

7.8.1 Distribution of the volume of work and duration

PSPC intends to issue one Standing Offer. The total expected value of the standing offer is **\$ 180,000.00** (excluding taxes) for **three (3) years firm**.

The Standing offer will come to an end following the first occurrence of the two events which are as follows: the budgeted amount for the offeror has ended, or three (3) years after the issue of the Standing offer.

7.9 Two types of call-ups

For water and soil: The basis of payment will be firm unit or lot prices for routine service and firm unit or lot prices with mark-up for emergency service. Method of Payment will be a single payment.

For sampling and interpretative reports¹: The Offeror will be asked to provide an estimate. If it is accepted by the Project Authority, the Basis of Payment will be a firm lot price based on the Basis of Payment in Annexe B. Method of Payment will be a single payment in accordance with the timetable confirmed by the Project Authority.

7.10 Allocation

Allocation of call-ups is the responsibility of the Project Authority. The laboratory shall not undertake the work requested until the Project Authority has established a financial commitment.

7.11 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 2 and 3 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through [PWGSC Forms Catalogue](#) website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer

¹ An interpretation report could be requested regardless of the matrix, even though the sample was carried out by a third party.

7.12 Estimate (for sampling and interpretative reports)

1. If the Project Authority needs a cost estimate, he will provide the offeror (selected in accordance with the ideal breakdown) with a description of the work for the task to be performed, including as a minimum :
 - a) the details of the work to be performed;

- b) a description of the deliverables to be submitted;
 - c) a schedule indicating completion dates for the major activities and submission dates for the deliverables.
 - d) the basis of payment and payment terms applicable for the work.
- 2. The Offeror must provide the Project Authority, within two calendar days of receipt of the call-up, with the following :
 - a) a technical proposal outlining the proposed approach and methodology to meet requirement;
 - b) the number of hours for each proposed individual or category, as applicable;
 - c) a cost breakdown established in accordance with the Basis of Payment at Annex B . If the Offeror is proposing to subcontract part of the work, a cost breakdown for each proposed subcontractor is to be submitted.
- 3. 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.

7.13 Limitation of Call-ups

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

7.14 Financial Limitation –Total

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (*Applicable Taxes excluded*) (*Will be inserted by PSPC at the issue of the Standing offer*) 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.

7.15 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 2010B 2020-05-28 General conditions: Professional services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment – Water and Soil;
- g) Annex C, Insurance Requirements;
- h) the Offeror's offer dated _____ /as clarified on **or** as amended on _____.

7.16 Certifications and Additional Information

7.16.1 Compliance

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

7.16.2 SACC Manual Clauses

M3020C 2016-01-28 Status of Availability of Resources - Standing Offer
M3060C 2008-05-12 Canadian Content Certification

7.17 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*the name of the province or territory as specified by the Offeror in its offer, if applicable will be inserted here*).

7.18 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.

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

2010B 2020-05-28, General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 15 Interest on Overdue Accounts, of 2010B 2020-05-28, General conditions: Professional services (medium complexity) will not apply to payments made by credit cards.

7.2.2 SACC Manual Clauses

M3800C 2006-08-15 Estimates

7.2.3 Liquidated Damages

1. If the Contractor fails to perform the services within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages equivalent to one per cent (1 %) for each calendar day of delay. The total amount of the liquidated damages must not exceed ten per cent (10 %) of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

7.2.4 Default by the Offeror-setting aside of a Standing offer

If , on more than three occasions, the offeror fails to execute the work by the deadline specified in the Contract or does not meet the required quality of service and receives written notice from PSPC to this effect, after the fourth default, the contractor's Standing Offer will be set aside.

Here are some reasons that can be cited by PSPC:

- Does not meet the deadline to provide the test results.
- Does not reach the limit of detection to compare results with the criteria/guidelines.
- Does not present results of drinking water in the format requested.
- The service requests processing process is not satisfactory in terms of time and monitoring.

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Standing offer is from the date of issue of the Standing offer until 3 years, inclusive.
(The precise dates will be divulged at the issuance of the Standing offer).

7.3.2 Delivery Date

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

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid its costs reasonably and properly incurred in the performance of the Work, in accordance the Annex B -Basis of payment- Water and soil.

At the time of call-ups for:

- a) For all items of the Basis of Payment at Annex B :

The work required under the items will be paid at the firm, all-inclusive unit or lot price.

- b) For the work to items that will be subject to an estimate request from the technical authority, the estimate shall include a cost breakdown in accordance with the basis of payment in Annex B. Once the estimate has been submitted by the offeror and has been accepted by the Project Authority, the estimate price becomes a lump sum amount (firm lot price).

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____.
Customs duties are *included* (To be completed by Canada at the issuance of the Standing Offer) and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or

- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.5.3 SACC Manual clause

H1001C 2008-05-21 Multiple Payments

7.5.4 SACC Manual Clauses

A9117C 2007-11-30 T1204 - Direct Request by Customer Department

7.5.5 Electronic Payment of Invoices – Call-up

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

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

7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. For each order executed, for a particular address, one invoice must be submitted. The bills must be submitted within a maximum delay of one month after the work has been completed. However, this delay could vary depending on the requirements of the work mandate to be carried out. If this is the case, it could be specified in the call-ups by the authority at PSPC so as to account for the particularities of the project.
2. Each invoice must have the order number clearly indicated together with the sample address.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the release document and any other documents as specified in the Contract;
 - c. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - d. a copy of the monthly progress report.
3. Invoices must be distributed as follows:
The original, in an electronic version, must be sent to the address of the **technical authority identified in the call-up** for certification and payment.
 4. Following verification of the invoices received for payment, in case of errors, any amendments requested related to these invoices, must be done within 5 business days following the request.

7.7 Insurance

7.7.1 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.8 SACC Manual Clauses

<u>A2000C</u>	2006-06-16	Foreign national (Canadian contractor)
<u>A9068C</u>	2010-01-11	Government site regulations
<u>C0711C</u>	2008-05-12	Time verification
<u>C2604C</u>	2013-04-25	Customs Duties, Excise Taxes and Applicable Taxes - Non-resident
<u>D3010C</u>	2016-01-28	Delivery of Dangerous Goods/Hazardous Products
<u>D3014C</u>	2007-11-30	Transportation of Dangerous Goods/Hazardous Products

7.9 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

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W0138-20A001

Amd. No. - N° de la modif.
File No. - N° du dossier
MTB-0-43117

Buyer ID - Id de l'acheteur
MTB309
CCC No./N° CCC - FMS No./N° VME

ANNEX "A"

STATEMENT OF WORK

The Statement of work appended to the present document is to be inserted at this point and forms part of the present document.

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W0138-20A001

Amd. No. - N° de la modif.
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MTB309
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT – WATER AND SOIL

B.1 Annex B

Annex B attached hereto must be inserted here and forms part of this document.

Important note:

The documents must be transmitted in the following manner:

1 hard electronic copy (.pdf) format

And

1 soft electronic copy in an Excel format

If there is a discrepancy between the wording of the soft electronic copy (Excel) and the hard electronic copy (.pdf), the wording of the hard electronic copy (.pdf) will have priority over the wording of the soft electronic copy (Excel).

ANNEX "C"

INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

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MTB-0-43117

Buyer ID - Id de l'acheteur
MTB309
CCC No./N° CCC - FMS No./N° VME

ANNEX “D”

Attachment to PART 3 OF THE REQUEST FOR STANDING OFFERS - Electronic payment instruments

ELECTRONIC PAYMENT INSTRUMENTS

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

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;

ANNEX "E"

MANDATORY TECHNICAL CRITERIA

The information that figures in the tables below must be duly completed and submitted at the closing date and hour of the solicitation document.

All the criteria identified below are MANDATORY. Each criteria must be met and documentation provided in order to demonstrate the degree to which it is met.

Please identify where the substantial document is located in your offer.

Canada will not evaluate information such as references to a website address where supplementary information can be found.

Only those offers that meet all the mandatory technical criteria in the table below will be subject to further evaluation.

The offers that fail to meet all these conditions will be rejected.

Mandatory evaluation criteria	Supporting document required	Please identify where the substantial document is located in your offer
Accreditation under PALA (Programme d'accréditation de labortoiressd'analyse environnementale) (As specified at Annex A- Statement of Work , Part 5, para. 5.1)	Offerors (principal laboratory) must have its laboratory number. Canada will verify compliance by consulting the official list of laboratories accredited (DR-12-LLA01) by the PALA of the Government of Quebec. Offerors (principal laboratory) are responsible for taking the necessary steps to obtain this accreditation on time, <u>no later than the closing date of the Request for Standing offer.</u>	

<p>Offeror's resources (As specified at Annex A – Statemet of work, Part 5, para. 5.2)</p> <p>Offerors must be able to provide services of an or advisor(s) for results interpretation in the areas listed below and must have a minimum of undergraduate university education and five (5) years of experience.</p> <p>For the Standing Offer: Water and Soil Must have a minimum of undergraduate university education and five (5) years of experience in one of the following areas; -Chemistry -Microbiology</p>	<p>In order to demonstrate that the proposed resource (s) meet all of the above requirements, offerors must provide <u>detailed curriculum vitae(s) of the proposed resource</u> including its education grades, ,its working experience and any other relevant information to clearly indicate that the proposed resource have the required qualifications.</p>	
<p>Subcontracting (As specified at Annex A –Statement of work , Part 5, para 5.3)</p> <p>The maximum of thirty percent (30%) of subcontracted testing for all parameters in Annex B.</p>	<p>Canada will verify compliance by referring to Annex B , column Offeror's laboratory, Internal (I) or sub contractor's laboratory External (E), that is duly completed by the offeror.</p> <p>Nota : A proportion greater than that results in a loss of protocol consistency and difficulty in controlling timelines which may result in a monetary impact on projects that are downstream and/or dependent on these results. Offerors (principal laboratory) must perform a minimum of seventy percent (70%) of the analyses for the parameters listed in Annex B (i.e. 70% of all parameters).</p>	

DEPARTMENT OF NATIONAL DEFENCE

APPENDIX A –STATEMENT OF WORK



ENVIRONMENTAL ANALYSIS SERVICES

WATER AND SOIL

BFC BAGOTVILLE

ALOUETTE, QUEBEC

PART 1 - GENERALITIES

1.1 The contractor will have to consult the manager at the following addresses depending on the origin of the request:

1.1.1 Persons to contact for the contract:

.1 Contract: Billing Copy

Purchasing section 3rd Mission Wing.

Building 225 - Purchasing Section
BFC Bagotville
CP 5000 Succ. Bureau-Chief
Alouette, Quebec. GOV 1A0

To be completed at Standing offer

Telephone:

Generic email:

Environmental officer

Office of Environmental Compliance and Greening (BCE)
BFC Bagotville
CP 5000 Succ. Bureau-Chief
Alouette, Quebec. GOV 1A0

To be completed at Standing offer

Telephone:

Cellular:

Email:

.2 Contact: Billing per unit:

**Hospital Manager and Cadet Camp
25th Forces Health Service Centre Canadian**

BFC Bagotville, CP5000 Succ, Bureau- Chef
Alouette, Quebec. GOV 1A0

To be completed at Standing offer

Telephone:

Email:

Head of ECE - Infrastructure Group

Name: *To be completed at Standing offer*

Title: Water, Fuel and Environment Workshop Technician

Organization: DOIB (Bagotville Real Estate Operations Detachment)

Building 62 - Water, Fuel and Environment Section (ECE)

BFC Bagotville

Address: CP 5000 Succ. Bureau-Chef Alouette, Quebec GOV 1A0

To be completed at Standing offer

Telephone:

Page:

Fax:

Email:

Environmental Technician - Compliance Office

Environmental and greening

Name: To be completed at Standing offer

Title: Environmental Technician

Organization: Office of Environmental Compliance and Greening

BFC Bagotville

Building 60, Room 206

Alouette, Quebec G0V 1A0

To be completed at Standing offer

Telephone:

Cellular :

Email:

OR

Name: To be completed at Standing offer

Title: Environmental Officer

Organization: Office of Environmental Compliance and Greening

BFC Bagotville

Building 60, Room 206

Alouette, Quebec G0V 1A0

To be completed at Standing offer

Telephone:

Cellular:

Email:

Contracts Section - DOIB:

Title: Contract Officer

Organization: DOIB (Detachment of Operations
Bagotville Real Estate)

Address: BFC Bagotville, Building 62, Contracts Section
CP 5000 Succ. Bureau-Chief
Alouette, Quebec G0V 1A0

To be completed at Standing offer

Cellular:

Téléphone:

Email:

.3 Shipping containers, forms and test results.

Same address as billing.

Individual unit.

1.2 Scope of work

Provide the necessary manpower, equipment, tools and equipment to carry out the work prescribed in this Statement of work , that is:

- 1.2.1 Sampling containers for analysis microbiological and physical-chemicals:
- 1.2.2 Sampling containers will need to be equipped with necessary for the required analysis. The hand-supervision equipment and equipment necessary to perform the analyses;
- 1.2.3 The provision of sampling containers for liquid and solid samples, forms (labels and request for analysis), refrigerated containers (coolers) portable and refrigerants;
- 1.2.4 Preparing and cleaning containers;
- 1.2.5 Safe transportation (adequate protective packaging) samples,back and forth;
- 1.2.6 Preparation, digestion, testing and filtration;
- 1.2.7 Paper and computer analysis reports (in PDF and Excel);
- 1.2.8 When required by DND, the services of an advisor from your company, for the interpretation of results in chemistry, microbiology, biology and toxicology; And
- 1.2.9 Sampling containers will need to be equipped with the necessary screenings.
- 1.2.10 Tag the sample number as requested in item 1.7.
- 1.2.11 The forms necessary to take samples, for the duration of the contract (label, request for analysis, etc.).
- 1.2.12 The analysis application forms provided by the laboratory must be pre-identified (see Section 2) ECE, Environmental Compliance and Greening Office of CFB Bagotville (BCE), DOIB, Camp Cadet or Hospital Centre (full address) before being submitted to clients. Provide sufficient forms for future use.
The test list may be modified at any time according to the emergency department with reasonable justification and will only affect the list of pre-established costs.
- 1.2.13 Perform microbiological and physical analyses chemical requirements according to the following analytical requirements:
 - .1 Conduct the analyses according to the guidelines of the CCME, Environment and Climate Change Canada (ECCC), the Quebec Ministry of Sustainable Development, Environment and Climate Change (MDDELCC) and the EPA.
 - .2 The method of analysis used to determine phenolic compounds must meet the detection limit of 0.002 mg/l. The analysis application forms provided by the laboratory must be already pre-identified (see Part 1.2.12) before being submitted to clients. Provide the electronic form template for future use;
 - .3 Always submit a written analysis report containing the chemist's seal and a computer-sized analysis report (such as MS Excel) for each test group submitted.
 - .4 The analysis report must clearly state for each of the parameters requested the up-to-date criteria to be met according to the Canadian Council of the Ministry

of the Environment (CCME) and/or Environment and Climate Change Canada and/or the Quebec Ministry of Sustainable Development, Environment and Climate Change. Values that exceed the criteria must be clearly stated (colors, A-B-C-D, etc.).

- .5 Quality control (QC) must also appear on the computer format.
- .6 The transfer of all results from the certificates of analysis to the Excel format compatible with the HydroGeoAnalyst (HGA) software.
- .7 The Department of National Defence will be responsible for the collection of samples.
- .8 The contractor will be required to arrange for the safe transportation (providing adequate packaging to prevent containers from breaking) of all sample containers between CFB Bagotville and the contractor's laboratory and vice versa.
- .9 The contractor will be required to provide the number of sampling containers of appropriate capacity, size and quality in sufficient numbers. The type of containers is to be determined according to the analysis parameters and the type of sample (solid/liquid) by the contractor.
- .10 The contractor will have to prepare and clean all containers based on the suggested analysis methods and the ambient air temperature in the areas where they are intended as needed; the contractor will be required to provide instructions on how to prepare and handle samples in each case.
- .11 The contractor will be required to provide refrigerated containers (portable coolers and refrigerants) in sufficient numbers and appropriate to the type of analysis.
- .12 The contractor must notify DND in writing of the time it takes to store samples based on the parameters. It should be noted that the analysis must be done before the end of the retention period in accordance with current standards.
- .13 WAYS TO CONSERVE

Meet the following terms and conditions:

- 13.1 all samples for chemical analysis must be kept at a temperature of about 4 degree C between the time of collection and the receipt to the laboratory (coolers and refrigerants);
- 13.2 All samples for microbiological analysis must be kept at a temperature of less than 10 degree C between the time of collection and the receipt in the laboratory (coolers and refrigerants). Temperature measurement is carried out when samples arrive in the laboratory using an infrared thermometer. Samples taken less than one hour before arrival at the laboratory are exempt from this requirement if they are kept in the required cooling conditions; Always submit a written analysis report signed by a certified professional according to the type of studies and a computer-sized analysis report (such as MS Excel) for each group of tests submitted in microbiology, samples must not exceed 12 degrees

Celsius (or 10 degrees Celsius plus 2 degrees Celsius). If necessary, the person in charge of the distribution system should be notified of exceeding this temperature criterion in order to make him aware of potential problems;

13.3 in microbiology, organic chemistry and inorganic chemistry (turbidity), samples received frozen, partially thawed or containing traces of frazil must be rejected;

13.4 The laboratory will be responsible for notifying us of the breach of the general conditions regarding the method of conservation. **Samples that do not comply with the conditions as a result of the temperature measurement taken when the samples arrive in the laboratory using an infrared thermometer should not be analyzed.**

1.3 Quality of work

1. It should be noted that we reserve the right to submit known samples, duplicates or 'spikes' without warning, for quality control.
2. The testing laboratory must be accredited DR-12-LLA-03 and be ISO/CIS 17025.

1.4 Transport

1. The sample transport service must be tailored to DND's specific needs and be available Monday to Friday from 8 a.m. to 4 p.m.
2. The recovery of samples must be carried out on the same day of an application or as required by DND at the time of application. Normally the request will be made before noon.
3. Three (3) sample recovery points are planned (locations to be determined). Recovery services for each item will be determined individually as required.
4. Any changes to the sample transportation service will need to be approved in writing by DND officials prior to the change.
5. Have the vehicles necessary to transport equipment and personnel, as well as the equipment necessary to carry out the work at no additional cost to the Department.

1.5 Scientific expertise and requirement:

1. The contractor must provide an hourly rate for the services of an advisor for interpretation of results (minimum five-year experience) in chemistry, microbiology, biology and toxicology when required by DND.
2. The analysis report should make it clear to everyone parameters requested the most stringent standard up-to-date respect. The test determines criteria and recommendations for each matrix used:
3. Drinking water: Water quality recommendations Canada (Health Canada), Guide to Intervention, Soil protection and rehabilitation of contaminated land (Eau de consommation) (MELCC) and for SPFA official recommendation, water screening

thresholds. Drinking Water (SDEP) and preliminary values in drinking water Health Canada.

4. Groundwater: Interim Federal Recommendations groundwater quality (residential/park, excluding marine life) (Site Action Plan Federal Contaminated, PASCf), Guide to Intervention Soil protection and rehabilitation of contaminated land (Resurgence and Drinking Water) (MELCC), Recommendations for the quality of drinking water in the Canada (Health Canada) and for SPFAs without official recommendation, water screening thresholds Drinking Water (SDEP) and preliminary values in drinking water Health Canada
5. Surface Water: Canadian Quality Recommendations Protection of Aquatic Life (CCME) and Water Protection Criteria Surface Water Quality (MELCC);
6. Health effects: Regulation number VS-R-2019-85 related discharges to the city of Saguenay's sewer systems; and
7. Soils: Canadian Recommendations for Quality of soils: environment and human health - Agriculture (CCME), Canada-wide oil oil standard (HCP) in the soil - Agricultural (CCME), Guide to intervention Soil protection and rehabilitation of contaminated land (A,A-B, B-C, >C), Soil Burial Regulations (>D), > contaminated infections and SPFA, screening thresholds for Health Canada (SDS).
8. Values that exceed the criteria must be clearly (colors, A-B-C-D, etc.), adjustment of the detection according to the most stringent criteria;
9. Quality control (QC) must also appear on the format computer science; and
10. The transfer of all results of certificates of analysis excel format compatible with the software HydroGeoAnalyst (HGA) must be carried out on request.
11. The Department of National Defense (DND) will be responsible for sample collection.

1.6 Analytical requirements for oil-oil fractions

1. Analysis of soil samples for petroleum hydrocarbons (HCP) must be conducted in accordance with the SP-HCP reference method (CCME, 2001e). Soil HCP analysis must also be conducted by a laboratory accredited by the Standards Council of Canada (CCN) and the Canadian Association of Environmental Analysis Laboratories (ACLAE).
2. In general, the following should be included in the laboratory analysis report (CCME, 2001e):
 - Analysis of hydrocarbons expressed in mg/kg dry weight for:
 - F1- BTEX - hydrocarbons C6 to C10 - BTEX.
 - F2 - hydrocarbons C10 to C16 or F2-naph, if naphthalene has been determined and subtracted.
 - F3 - hydrocarbons C16 to C34 or F3-HAP, hydrocarbons C16 to C34 - PAH (if analyzed).
 - F4 - hydrocarbons C34 to C50.
 - F4G - heavy hydrocarbons analyzed by gravity (if the chromatogram does not reach the baseline at C50). Note: The F4G and F4 fractions determined by gas phase chromatography should be reported and accompanied by a note stating that the highest result should be used for the 1st component of the SP-HCP.

- F4G-gs, if the F4G extract has been cleaned with silica gel.
- Percentage of soil moisture.
- On request, professional advice as to the nature of the product (petrol, diesel, crude oil, etc. based on product retention profiles and times and analyst experience).
- When added to the report, opinions and interpretations must be clearly distinct from the test results. The laboratory must be able to document the basis of the opinions and interpretations that are made.
- A statement stating that data on QC (Quality Control) samples can be obtained on request.
- An affirmation of compliance with all of the QC criteria of the reference method.
- If so, a statement stating any changes to the method of analysis of samples. If so, relevant details must be provided.
- If so, the mention of a total organic carbon analysis. If so, the results should be expressed in mg/kg of carbon.
- The contractor will have to make the necessary arrangements for the safe transportation (providing adequate packaging to prevent the breakage of containers) of all sample containers between CFB Bagotville and the contractor's laboratory and vice versa.

1.7 Sample numbering

1. The numbering of samples provided by DND during the test request must be respected at all times, appear on analysis reports, containers and billing.

PART 2 – PRODUCTS

2 Tools

- .1 All tools remain the property of the contractor, and should not be billed to the Department unless specific and written to the contrary.
- .2 Choose to rent tools or equipment, but these should not be billed to the Department unless specific and written to the contrary.

PART 3 - EXECUTION

3.1 Information:

- .1 To analyze the parameters on the parameters table in the commissioned Standing offer document in according with current standards, recognized by the Quebec Ministry of Sustainable Development, Environment and Climate Change and/or the CCME (Canadian Council of Ministers of the Environment).
- .2 Microbiological and physical-chemical analyses will be carried out at the request of the Engineer. If required, submit samples for the tests:

- .1 Bathing water analysis must be conducted in a manner that meets the Quebec Department of Sustainable Development, Environment and Climate Change standard v. Q-2, r.18.1.02 Water Quality Regulations for swimming pools and other artificial pools, the laboratory must ensure that an appropriate method is used based on the detection limit to be reached.
- .2 Free Chlorine, Hardness, ICP Metals 16 water elements (Aluminum, Antimony, Silver, Arsenic, Barium, Cadmium, Cobalt, Chrome, Copper, Manganese, Molybdenum, Nickel, Lead, Selenium, Calcium, Zinc), Antimoine, Cobalt, Molybdenum, Beryllium, Bore, Calcium, Magnesium, Thallium, Sulfites, Glycols, Pfos (perfluorooctane sulphonate), bromine, lithium, phosphates, thiosulfate, anionic surfactants, non-ionic surfactants, methyl ethyl ketone (MEK), phthalates, explosives (EPA 830);
- .3 Get a group price for the following 22 metals: Aluminum, Antimony, Silver, Baryum, Bore, Calcium, Chrome, Copper, Iron, Magnesium, Manganese, Mercury, Molybdenum, Nickel, Total Phosphorus, Lead, Potassium, Selenium, Sodium, Thallium, Vanadium, and Zinc.

As the **results of microbiological analyses** should be known as soon as possible, a maximum of **24 hours and/or 48 hours** will be required for the receipt of the results.

3.2 Bacteriological Emergency:

In the event of a standard for bacteriological testing, the laboratory should immediately notify the ECE section. Results should only be communicated to the staff mentioned in the following procedure:

Days

1. The laboratory must submit a copy of the preliminary report by fax and email address at _____ (*Will be communicated when the offer is issued*)
2. The laboratory must ensure that ECE staff have received the information by communicating to the following telephone numbers _____ (*Will be disclosed when the offer is issued*):

Please follow the following steps:

- If there is no answer you must leave a message, and
- Then follow the procedure for evening, weekend, leave.

Evening, weekend, holiday

1. The laboratory must submit a copy of the preliminary report by fax and email at _____ and by email at _____ (*Will be disclosed when the Standing offer is issued*)
2. Contact the duty technician _____ on (pagette) _____ (*Will be disclosed when issuing the standing offer*) wait for his return of call and communicate the information directly to the phone (person to person).

3.3 Report produced by the contractor

- .1 Provide written and computer analytics (MS Excel) reports in which include the list of parameters, detection limits, objectives, test results, QC and descriptive feedback. Values that go beyond targets must be clearly identified (colors, bold characters, A-B-C-D, etc.).

3.4 Quality of work

- .1 It should be noted that we reserve the right to submit known samples, duplicates or 'spikes' without warning, quality control, and
- .2 The testing laboratory must be accredited DR-12-LLA-01, DR-12-LLA-03 and comply with ISO/CIS 17025. The entrepreneur must provide an hourly rate for the services of a professional certified by the type of studies for the interpretation of the results chemistry, microbiology, biology and toxicology when required by the MDN.

3.5 Time

- .1 Seedtime of submitting the analysis report:

The contractor must be able to meet the normal deadlines indicated in Schedule B, Basis of payment, column "E".

- .2 Strict quality control must be observed by the laboratory to ensure that when submitting analysis reports the results do not contain any errors that could lead DND to make decisions that do not comply with the regulations.

If the deadline cannot be met when analyzing a sample, please notify DND in writing within **24 hours** of receiving the samples, otherwise the penalty in the standing offer document will be applied. See Part 7-Standing offer and resulting contract clauses, B-Resulting contract clauses, 7.2.4 Default by the Offeror-setting aside of a Standing Offer.

- .3 Conservation time:

The conservation deadlines are those indicated in the sampling guides for environmental analyses of the Quebec Ministry of Sustainable Development, Environment and Climate Change, notebooks 3 and 5.

- .4 Time in case of emergency:

Shorter analysis times of 12 hours or 24 hours can be requested if required by DND, provide in the offer the surcharge for each of the parameters in case of an emergency.

3.6 Results

- .1 In all cases, the contractor will always have to provide a report (unbiased and objective analytical data) with chemist's seal.

PART 4 - ADMINISTRATION

4.1 Permission to carry out the work

- .1 Before undertaking work, except in emergency cases determined by the Engineer, the contractor will receive instructions from the Engineer, in writing, by telephone or fax, regarding the required work.

4.2 Schedule

- .1 The work-execution program will have to be set up in such a way as to interfere as little as possible with the daily activities of users in the occupied premises.
- .2 Unless otherwise advised, regular working hours are Monday to Friday from 8 a.m. to 4 p.m.

4.3 Billing

- .1 A separate invoice by test group (BCE, ECE, Hospital, Cadet Camp, DOIB, Environnement) will have to be submitted, the project number will be provided during the analysis request and must be indicated on the invoice as well as the **contract** number **W0138-20-A001. Reference 158 XXXX.**
- .2 The number of samples provided by DND during the analysis request must appear on the billing.
- .3 The contractor will be responsible for distributing and distributing the invoices (applicants: ECE, Purchasing Section, BCE (Base) and Hospital, Cadet Camp, DOIB, Environment), and analysis reports to the various 3 applicants (ECE, BCE, Hospital).

PART 5 - OFFEROR'S QUALIFICATIONS AND ESSENTIAL WORK REQUIREMENTS

5.1 Principal Laboratory Accreditations

Accreditation under PALA (Programme d'accréditation de laboratoires d'analyse environnementale)

Offerors (principal laboratory) are responsible for taking the necessary steps to obtain this accreditation on time, no later than the closing date of the Request for Standing Offer.

Offerors (principal laboratory) must have its laboratory number. Canada will verify compliance by consulting the official list of laboratories accredited (DR-12-LLA01) by the PALA of the Government of Quebec.

5.2 Offeror's Resources

Offerors must be able to provide services of an or advisor(s) for results interpretation in the areas listed below and must have a minimum of undergraduate university education and five (5) years of experience.

For the Water and **Soil** Standing Offer to have five (5) years of experience in one of the following areas

- chemistry
- microbiology

In order to demonstrate that the proposed resource(s) meet all of the above requirements, Offerors must provide detailed curriculum vitae(s) of the proposed resource including its education grade, its working experience and any other relevant information to clearly indicate that the proposed resource have the required qualifications.

5.3 Subcontracting

A maximum of thirty percent (30%) of subcontracted testing for all parameters in Annex B.

A proportion greater than that results in a loss of protocol consistency and difficulty in controlling timelines which may result in a monetary impact on projects that are downstream and/or dependent on these results. Offerors (principal laboratory) must perform a minimum of seventy percent (70%) of the analyses for the parameters listed in Annex B (i.e. 70% of all parameters).

Canada will verify compliance by referring to Annex B, column "K" - Offeror's Laboratory (I) or sub-contractor's laboratory (E).

PART 6 – REFERENCE DOCUMENTS

- http://www.ceaeq.gouv.qc.ca/accreditation/pala/index_en.htm
- **Guide d'intervention – Protection des sols et réhabilitation des terrains contaminés**
<http://www.environnement.gouv.qc.ca/sol/terrains/guide-intervention/>
Voir page 213.
(English version not available)
- **Guidance manual for environmental site characterization in support of environmental and human health risk assessment, Volume 4 Analytical methods**
Page 2 – « CCME recommends the use of laboratories that are accredited for the required tests by an internationally recognised accreditation body [e.g., Standards Council of Canada (SCC), or Canadian Association for Laboratory Accreditation (CALA)] in accordance with the International Standard ISO/IEC17025:2005 – General Requirements for the Competence of Testing and Calibration Laboratories. Consult with the appropriate jurisdiction for local regulatory requirements. Accreditation ensures that laboratories maintain a comprehensive documented quality system consistent with good analytical practice. Accreditation establishes a consistent basis for acceptable quality among analytical laboratories and ensures they adopt a satisfactory quality system to carry out sample analysis.
»

Page 121 – « CCME recommends the use of laboratories that are accredited for the required tests by an internationally recognised accreditation body [e.g., Standards Council of Canada (SCC), Canadian Association for Laboratory Accreditation (CALA), or Ministère du Développement durable, de l'Environnement, de la Faune et des Parcs (MDDEP)] in accordance with the International Standard ISO/IEC17025:2005 – General Requirements for the Competence of Testing and Calibration Laboratories (as amended from time to time). Consult with the appropriate jurisdiction for local regulatory requirements. »

➤ **Protocols manual for water quality sampling in Canada**

Page 5-6-7 – « In Canada, laboratories can enter voluntary certification programs that can provide proof of competency in the analysis of parameters of concern. In Canada, the major provider of such services is the Canadian Association for Laboratory Accreditation (CALA). Some provinces such as Quebec have a separate accreditation program. The goal of CALA is to help laboratories achieve and demonstrate the highest levels of scientific and management excellence through the combined principles of competence, consistency, credibility and communication. The advantages to a person conducting analytical monitoring in using a laboratory that has been accredited by CALA is that they can be confident that the laboratory has the ability to provide accurate and precise analytical measurements. Laboratories receive accreditation on a test-by-test basis for specific matrices (e.g., ambient waters, wastewaters, etc.). What this means is that a laboratory may receive accreditation for the performance of one test (for example, copper) in one media but might not have accreditation for another test (for example, zinc) in the same or different media. The reason for this is that first, the laboratory must apply for accreditation in each test, and, second, they may not meet the standards that are applied by the accrediting agency. Therefore, when selecting a laboratory for testing, you must ensure that they have accreditation in the media and for the parameters that you are interested in.

Generally, all organizations that grant accreditation for testing require that laboratories illustrate proficiency by undertaking proficiency testing. Proficiency testing is defined as the use of interlaboratory comparisons to *determine the performance of individual laboratories for specific tests or measurements*. For CALA, the Proficiency Testing (PT) Program targets high volume testing in the disciplines of inorganic chemistry, organic chemistry, toxicology, occupational health and microbiology for the following matrices: water, waste oil, soil/sediment, air collection media (e.g. quartz and cellulose acetate filters, and charcoal tubes) and asbestos testing. CALA indicates that a laboratory has acceptable performance for a test should the PT score >70. If scores less than 70 are attained, then the following consequences result:

- one non acceptable result = possible suspension (PS) of accreditation
- two successive non-acceptable result = suspension (S) of accreditation
- three successive non-acceptable result = withdrawal (W) of accreditation

Laboratories often offer "package" tests for certain matrices, such as metals and pesticides, and care must be taken in choosing the method. For a detailed discussion of standard analytical methods see Eaton et al. 2005. In selecting a method, consideration must be given to the detection limit of the method in question and the corresponding water quality guideline against which the data may be assessed. In general, detection limits should be five to ten times lower than the guideline that will be used for comparison, and/or the levels being measured, in order to ensure that there are no false-positive values. Some laboratories are better suited for analyzing ambient samples and this can be determined from their PT studies.