

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scotia

B3J 1T3

Bid Fax: (902) 496-5016

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

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions

1713 Bedford Row

Halifax, N.S./Halifax, (N.É.)

Halifax

Nova Scot

B3J 1T3

Title - Sujet Analytical Laboratory Services	
Solicitation No. - N° de l'invitation W684H-210051/A	Date 2021-05-10
Client Reference No. - N° de référence du client W684H-21-0051	GETS Ref. No. - N° de réf. de SEAG PW-\$HAL-501-11286
File No. - N° de dossier HAL-0-85250 (501)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Daylight Saving Time ADT on - le 2021-06-10 Heure Avancée de l'Atlantique HAA	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Beck, Sue	Buyer Id - Id de l'acheteur hal501
Telephone No. - N° de téléphone (902)240-5159 ()	FAX No. - N° de FAX (902)496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB HALIFAX BUILDING WL7 99000 HALIFAX NOVA SCOTIA B3B1S9 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

Analytical Laboratory Services

W684H-210051/A

Beck, Sue

Telephone No. - (902) 240-5159 ()

Fax No. - (902) 496-5016 ()

Line 1, GSIN: E103A, Analytical Laboratory Services, Quantity: 1, Unit of Issue: Each, Delivery Date: See Herein

Analytical Laboratories Services

IMPORTANT:

This tender is part of Public Services and Procurement Canada's initiative to submit bid submission files electronically using epost Connect. Interested bidders should refer to Part 2 of the solicitation document entitled Instructions to bidders/offerors/suppliers, as the case may be, for instructions on how to participate and submit their files electronically for this tender.

REQUIREMENT:

Public Services and Procurement Canada on behalf of the Department of National Defence, Real Property Operations Unit (Atlantic) in Halifax, Nova Scotia has a requirement for a Regional Individual Standing Offer (RISO) for the furnishing of all labour, material, tools, equipment, transportation, and supervision required to provide analytical laboratory services for the routine sampling program of the Real Property Operations Section - Halifax (RPOS(H)) Water, Fuel Environment (WFE) Section of CFB Halifax, as specified herein.

PERIOD OF CONTRACT:

The period for making call-ups against the Standing Offer is for a one (1) year period from August 16, 2021 with two (2) 1-year optional periods.

SECURITY:

There is no Security Requirement with this Solicitation.

BASIS OF SELECTION:

Basis of Selection/ Evaluation: lowest price; meets minimum requirements of mandatory criteria; An offer must comply with the requirements of the Request for Standing Offers to be declared responsive. Offeror must provide prices on all items to be deemed responsive. Only one standing offer will be issued. The responsive offer with the lowest evaluated price will be recommended for issuance of standing offer.

DETAILS:

The Solicitation document contains complete details on the requirement, the bid evaluation and contractor selection methodology.

INQUIRIES:

All inquiries of a technical nature and all questions of a contractual nature are to be submitted to the Contracting Authority: Sue Beck, sue.beck@pwgsc.gc.ca, cell: (902) 240-5159, facsimile (902) 496-5016. Inquiries are to be made in writing and should be received no less than five (5) calendar days prior to the closing date to allow sufficient time to respond.

This PWGSC office provides procurement services to the public in English.

Delivery Date: Above-mentioned.

The Crown retains the right to negotiate with suppliers on any procurement.

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W684H-210051/A
Client Ref. No. - N° de réf. du client
W684H-21-0051

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

Buyer ID - Id de l'acheteur
HAL501
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

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

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, and any other annexes

1.2 Summary

- 1.2.1 Public Services and Procurement Canada on behalf of the Department of National Defence, Real Property Operations Unit (Atlantic) in Halifax, Nova Scotia has a requirement for a Regional Individual Standing Offer (RISO) for the furnishing of all labour, material, tools, equipment, transportation, and supervision required to provide analytical laboratory services for the routine sampling program of the Real Property Operations Section - Halifax (RPOS(H)) Water, Fuel Environment (WFE) Section of CFB Halifax, as specified herein.

The identified location covered under this specification includes the following location -
Halifax Regional Municipality (HRM)
Willow Park Building WL3
3175 Husky Dr., Halifax, NS

The Standing Offer is for a period of 1 year with two (2) one year options to extend.

1.3 Debriefings

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

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 7.15 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

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: 90 days

2.1.1 SACC Manual Clauses

2.2 Submission of Offers

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

Bid Receiving Unit
Public Works and Government Services Canada
1713 Bedford Row,
Halifax, N.S.
B3J 1T3

Note: For bidders choosing to submit using epost Connect, the email address is:

TPSGC.RAReceptionSoumissionsNE-ARBidReceivingNS.PWGSC@tpsgc-pwgsc.gc.ca

Note: Offers 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 [2006](#), or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Facsimile number: 902-496-5016

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: 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 **five (5)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

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

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

Section I: Technical Offer (one hard copy)

Section II: Financial Offer (one hard copies)

Section III: Certifications (one hard copies)

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

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

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

Canada requests that offerors follow the format instructions described below in the preparation of 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: Technical Offer

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

Section II: Financial Offer

Offerors must submit their financial offer in accordance with 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" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" 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

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

1. A copy of their proficiency certification by the Canadian Association for Environmental Analytical Laboratories (CAEAL);
2. Proof of an Independent Safety Audit; and
3. Confirmation of Workers Compensation Coverage.

4.1.2 Financial Evaluation

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

The evaluation shall be conducted in accordance with Annex B. The Offeror **MUST** complete in full the 2 Pricing Tables found at the end of Annex B. For Financial Evaluation purposes only, the sum of all the Offeror's Pricing for each of the possible three (3) years will be used to calculate the Offeror's Price.

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 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 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 Status and Availability of Resources

SACC Manual clause [M3020T](#) (2016-01-28), Status of Availability of Resources - Offer

PART 6 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

6.1 Offer

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

6.2 Security Requirements

6.2.1 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 "E". 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 quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 15 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 **August 16, 2021** for one (1) year with two (2) one-year options periods.

6.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional **two (2) one-year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

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

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

6.5 Authorities

6.5.1 Standing Offer Authority

The Standing Offer Authority for the Contract is:

Name: Sue Beck
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, NS B3J1T3
Telephone: (902) 240-5159
Facsimile: (902) 496-5016

E-mail address: sue.beck@pwgsc-tpsgc.gc.ca

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

6.5.2 Project Authority (To be filled out at Award)

The Project Authority for the Standing Offer is:

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

Telephone : _____
Facsimile: _____
Email Address: _____

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

6.5.3 Offeror's Representative (To be filled out by Offeror)

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

Telephone : _____
Facsimile: _____
Email 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: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: RPOS (H) Contract Inspector.

6.8 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in 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
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Deliveryor
3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;

- confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

6.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$ (completed at award) (Applicable Taxes included).

6.10 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ (completed at award) (*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 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 wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21) , General Conditions - Standing Offers - Goods or Services
- d) the general conditions 2010C (2020-05-28) General conditions - Services (medium complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Mandatory Technical Evaluation;
- h) Annex D, Electronic Payments;
- i) Annex E, Product Usage Report;
- j) Annex F, Standing Offer Reporting;
- k) Annex G, Integrity Provisions – List of Board of Directors;
- l) the Offeror's offer dated _____ (*insert date of offer*)

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.

6.13 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 Nova Scotia.

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.

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

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

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Standing Offer is from starting on August 16, 2021, for one (1) year with two (2) - one (1) year option periods.

6.3.2 Delivery Date

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in **Annex B** for a cost of \$ _____. 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 Limitation of Price

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

6.5.3 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment

6.5.4 SACC Manual Clauses

SACC Manual clause [A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

6.5.5 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;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

6.6 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.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

Accounts Payable Section
Real Property Operations Section - Halifax
Maritime Forces Atlantic PO Box 99000
Station Forces, Willow Park Bldg WL7
Halifax, NS B3K 5X5

6.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

6.8 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](#)".

6.9 SACC Manual Clause

[D2001C](#) (2007-11-30), Labelling

[D5328C](#) (2014-06-26), Inspection and Acceptance

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ANNEX "A"

STATEMENT OF WORK

(see attached)

ANNEX "B"

BASIS OF PAYMENT

1. Regular working hours: Monday to Friday, 0730 - 1600 hrs.
2. The price of the offer will be evaluated in Canadian dollars, the Goods and Services tax or the Harmonized Sales Tax excluded.
3. The estimated usage figures are for *evaluation purposes* only and does not infer all the quantities for that item will be utilized or that the quantities may not be exceeded.
4. Each line should be filled in, if no pricing than zero (\$0.00) is to be entered.

Table 1 – Sample Testing

The Laboratory must guarantee a 10-day turnaround time (TAT), for all parameters once samples have arrived at the Laboratory with the exception of the following:

1. Water (potable and swimming pool) bacteriological 48-72 hours TAT;
2. TPH fractionation 14 days TAT;
3. Dioxins and furans 15 days TAT.

		Year 1	Option Year 1	Option Year 2	Total Price
Item	Column A	Column B	Column C	Column D	Column E Price=(A*B)+(A*C)+(A*D)
Water sample analysis (per analytical package)	Yearly Estimated Usage	Analysis Price per Sample (routine sampling analysis)	Analysis Price per Sample (routine sampling analysis)	Analysis Price per Sample (routine sampling analysis)	
Potable Water					
Radionuclides (Bq/L) checked	5	\$	\$	\$	\$
Total metals	44	\$	\$	\$	\$
General chemistry (RCAP)	30	\$	\$	\$	\$
RCAP-MS total metals	35	\$	\$	\$	\$
Volatile organic compounds	39	\$	\$	\$	\$
TPH/BTEX	19	\$	\$	\$	\$
Pesticides	4	\$	\$	\$	\$

Glycols	35	\$	\$	\$	\$
Polycyclic aromatic hydrocarbons	4	\$	\$	\$	\$
Bacteriological	754	\$	\$	\$	\$
Swimming Pool Water					
All chemicals sample testing	114	\$	\$	\$	\$
Soil, Sediment, Effluent, and Non-Potable Water					
Metals	4	\$	\$	\$	\$
Volatile organic compounds	39	\$	\$	\$	\$
TPH/BTEX	8	\$	\$	\$	\$
TPH fractionation	4	\$	\$	\$	\$
Polycyclic aromatic hydrocarbons	4	\$	\$	\$	\$
Pesticides	4	\$	\$	\$	\$
PCB (total)	5	\$	\$	\$	\$
Glycol (total)	35	\$	\$	\$	\$
Hexavalent chromium	4	\$	\$	\$	\$
Phenol (individual)	4	\$	\$	\$	\$
Total phenolics (aggregate)	4	\$	\$	\$	\$
MOG (mineral, oil and grease)	4	\$	\$	\$	\$
TOG (total oil and grease)	4	\$	\$	\$	\$
Specific to Non-Potable Water					
General chemistry	4	\$	\$	\$	\$
BOD (biochemical oxygen demand)	39	\$	\$	\$	\$

COD (chemical oxygen demand)	39	\$	\$	\$	\$
Fecal coliform	39	\$	\$	\$	\$
KN (total Knejdahl nitrogen)	39	\$	\$	\$	\$
Total Estimated Cost from Column E (excluding taxes)					\$
Miscellaneous Items: Miscellaneous, similar or related items not listed above at the time of issuance of the standing offer may be added to the Standing Offer, if the estimated aggregate value of all items does not exceed 15% of the overall value of the Standing Offer. For financial evaluation purposes only, the sums of Column E will be used to calculate each Offeror's pricing, to determine the lowest priced proposal.					
Grand total Cost for Column E: \$ _____ + HST (15%) \$ _____ Applicable taxes are to be listed separately.					

Table 1A - Rush Sample Testing with a 24 Hour Turnaround

		Year 1	Option Year 1	Option Year 2	Total Price
Item	Column A	Column B	Column C	Column D	Column E Price=(A*B)+(A*C)+(A*D)
Water sample analysis (per analytical package)	Yearly Estimated Usage	Analysis Price per Sample (routine sampling analysis)	Analysis Price per Sample (routine sampling analysis)	Analysis Price per Sample (routine sampling analysis)	
Potable Water					
Radionuclides (Bq/L) checked	5	\$	\$	\$	\$
Total metals	44	\$	\$	\$	\$
General chemistry (RCAP)	30	\$	\$	\$	\$
RCAP-MS total metals	35	\$	\$	\$	\$
Volatile organic compounds	39	\$	\$	\$	\$

TPH/BTEX	19	\$	\$	\$	\$
Pesticides	4	\$	\$	\$	\$
Glycols	35	\$	\$	\$	\$
Polycyclic aromatic hydrocarbons	4	\$	\$	\$	\$
Bacteriological	754	\$	\$	\$	\$
Swimming Pool Water					
All chemicals sample testing	114	\$	\$	\$	\$
Soil, Sediment, Effluent, and Non-Potable Water					
Metals	4	\$	\$	\$	\$
Volatile organic compounds	39	\$	\$	\$	\$
TPH/BTEX	8	\$	\$	\$	\$
TPH fractionation	4	\$	\$	\$	\$
Polycyclic aromatic hydrocarbons	4	\$	\$	\$	\$
Pesticides	4	\$	\$	\$	\$
PCB (total)	5	\$	\$	\$	\$
Glycol (total)	35	\$	\$	\$	\$
Hexavalent chromium	4	\$	\$	\$	\$
Phenol (individual)	4	\$	\$	\$	\$
Total phenolics (aggregate)	4	\$	\$	\$	\$
MOG (mineral, oil and grease)	4	\$	\$	\$	\$
TOG (total oil and grease)	4	\$	\$	\$	\$
Specific to Non-Potable Water					

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General chemistry	4	\$	\$	\$	\$
BOD (biochemical oxygen demand)	39	\$	\$	\$	\$
COD (chemical oxygen demand)	39	\$	\$	\$	\$
Fecal coliform	39	\$	\$	\$	\$
KN (total Knejdahl nitrogen)	39	\$	\$	\$	\$
Total Estimated Cost from Column E (excluding taxes)					\$
<p>Miscellaneous Items: Miscellaneous, similar or related items not listed above at the time of issuance of the standing offer may be added to the Standing Offer, if the estimated aggregate value of all items does not exceed 15% of the overall value of the Standing Offer.</p> <p>For financial evaluation purposes only, the sums of Column E will be used to calculate each Offeror's pricing, to determine the lowest priced proposal.</p>					
<p>Grand total Cost for Column E: \$ _____ + HST (15%) \$ _____</p> <p>Applicable taxes are to be listed separately.</p>					

Column E Total Table 1 \$ _____

Column E Total Table 1A \$ _____

Grand Total \$ _____

ANNEX "C"

EVALUATION CRITERIA

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

Each offeror to provide the following: M1 and M2 to be considered for evaluation.

M1 CONTRACTOR FACILITY

Contractor's facility must be within **50 kms of CFB Halifax**. Offerors are to indicate below the address of the facility that will be used to conduct the work under this Standing Offer.

Offeror's Facility Address:

M2 CONTRACTOR QUALIFICATIONS

ITEM	Documentation	Bidders to indicate page number where information can be located in the document
1	Canadian Association for Laboratory Accreditation (CALA) Licence No. and Copy <hr/>	

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ANNEX “D” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX “E”

INTEGRITY PROVISIONS – LIST OF DIRECTORS

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

4. In the case of a joint venture - For a Joint Venture - the names of all current members of the Joint venture;

5. For an individual - the full name of the person

ANNEX "F"

STANDING OFFER REPORTING FORM

Submit the following usage reports in accordance with Part 6A, para 6.3.2.

REPORT A – Call-up Report

Please use the Standing Offer number in the Subject line and clearly indicate:

- The standing offer number for which data is submitted;
- The period for which the data has been accumulated (start date to end date);
- The start date and the end date for the standing offer; and
- The total spend to date, by government department.

Standing Offer No.		Client Department	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)		Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)	
Call-up Number	PO Number	Work Description	Date of Order	Date of Delivery	Value of Call-up (without HST)

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REPORT B – Product Usage Report

Standing Offer No.	Client Department	Start Date of SO (DD/MM/YYYY)	End Date of SO (DD/MM/YYYY)	
Total Value to Date (\$)	Total Value for Reporting Period (\$)	Start Reporting Period (DD/MM/YYYY)	End Reporting Period (DD/MM/YYYY)	
Part Number	Description		Period Quantity	YTD Quantity

End Annex F