



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB E3C 2M6

Email - courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

**REQUEST FOR STANDING OFFER
DEMANDE D'OFFRES À COMMANDES (DOC)**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

Title – Sujet Standing Offer for Chemical Analyses of Sediment Samples		Date September 13, 2021
Solicitation No. – N° de l'invitation 30000247		
Client Reference No. - No. de référence du client 30000247		
Solicitation Closes – L'invitation prend fin At / à : 2:00 P.M. ADT (Atlantic Daylight Time) On / le : October 23, 2021		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci-inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Email – courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	

REQUEST FOR STANDING OFFER (RFSO)

30000247

CHEMICAL ANALYSES OF SEDIMENT SAMPLES

FISHERIES AND OCEANS CANADA

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

The Annexes include the Statement of Work, the Basis of Payment, the evaluation criteria.

1.2 Summary

- 1.2.1 The purpose of this request is to solicit proposals for standing offers for companies to provide chemical analyses of sediment samples from aquaculture farm transects for determination of concentration levels of specified drugs, pesticides and antibiotics

The samples will be collected by DFO and shipped to the contractor. The work will take place at the contractor's place of work.

DFO Intends to award up to three (3) Standing Offer Agreements.

The period for placing call-ups against any resulting Standing Offer will be from date of award to March 31, 2022 with two one-year option years to be exercised at the discretion of the Department.

- 1.2.2 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), Canada–Chile Free Trade Agreement, Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), Canada–Colombia Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada–Honduras Free Trade Agreement, Canada–Korea Free Trade Agreement, Canada–Panama Free Trade Agreement,

Canada–Peru Free Trade Agreement, Canada–Ukraine Free Trade Agreement, and the World Trade Organization–Agreement on Government Procurement (WTO-GPA)

- 1.2.3 The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

1.3 Debriefings

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

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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

2.2 Submission of Offers

Offers must be submitted only to Department of Fisheries and Oceans (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

2.3 Former Public Servant

Offerors must complete Part 5.1.4

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (1 soft copy in pdf);
- Section II: Financial Offer (1 soft copy in pdf);
- Section III: Certifications (1 soft copy in pdf).

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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 must 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

Offerors must complete Part 5.1.3

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See *Annex C* for Mandatory Technical Criteria.

4.1.1.2 Point Rated Technical Criteria

See *Annex C* for Point Rated Technical Criteria.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price – Offer

SACC Manual Clause [M0220T](#) (2016-01-29), Evaluation of Price

4.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price - A0027T (2012-07-16)

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of **16 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **32 points**.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained divided by the maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

5.1.3 Electronic Payment of Invoices – Contract

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

- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);

5.1.4 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 FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder 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 bid 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 majority 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 Bidder a FPS in receipt of a pension?

Yes () No ()

If so, the Bidder must provide the following information, for all FPSs 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, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;

- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

Print Name

Signature

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

6.2 Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

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

7.3.1 General Conditions

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of SOA Award to March 31, 2022.

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 2 additional 1 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 15 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 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Michael Peters
Title: Contracting Specialist
Department: Fisheries and Oceans Canada
Directorate: Material and Procurement Services
Address: 301 Bishop Drive, Fredericton, NB, E3C2M6
Telephone: 506 429 2359
Facsimile: 506 452 3676
E-mail address: DFOtenders-soumissionsMPO@dfo-mpo.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 (to be provided at standing offer award)

The Project Authority for the Standing Offer is:

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 (to be provided at standing offer award)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
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: Fisheries and Oceans Canada.

7.8 Call-up Procedures

Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis.

7.9 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 1 and 2 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 Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$_____ (inserted at contract award) applicable taxes included.

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (insert at contract 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 1 month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005](#) (2017-06-21), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010B](#) (2020-05-28), General Conditions - Professional Services (Medium Complexity);

- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) the Offeror's offer dated _____ (*insert date at SOA award*).

7.13 Certifications and Additional Information

7.13.1 Compliance

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

7.14 Applicable Laws

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

B. RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

The period of the Contract is from date of SOA Award to March 31, 2022.

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 firm per sample rates stipulated in the call-up, calculated in accordance with the Basis of Payment detailed in Annex "B".

7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert amount at Offer issuance*). Customs duties are excluded 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 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.5.4 Electronic Payment of Invoices – Call-up

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

- a. Visa Acquisition Card;
- b. Direct Deposit (Domestic and International);

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. Each invoice must be supported by:

2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the following email address:
DFO.invoicing-facturation.MPO@canada.ca
 - b. One (1) copy must be forwarded to the Project Authority identified in the call-up.

7.7 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A"

STATEMENT OF WORK

Statement of Work

1.0 Scope

1.1 Title

Chemical analyses of sediment samples from aquaculture farm transects for determination of concentration levels of specified drugs, pesticides and antibiotics

1.2 Introduction

This standing Offer is for chemical analyses of sediment samples taken from locations at near-, mid- and far-field distances from aquaculture farm sites in Canada. The analyses will determine the concentrations of a particular suite of drugs, pesticides and antibiotics which have been or are currently being used by the aquaculture industry. This work has been identified as a priority by Fisheries and Oceans Canada (DFO) to help support the DFO Science Aquaculture Monitoring Program, as well as support science advice to inform a new drug and pesticide Aquaculture Management monitoring program.

1.3 Objectives of the Requirement

This Standing Offer is for the analyses of sediment samples collected by DFO at aquaculture sites in various locations across Canada. Reports detailing the presence and concentrations of a highly specific suite of chemicals in the samples will be delivered to DFO by the contractor. These reports and the findings presented therein will enable DFO to deliver the information required under the department's Aquaculture Monitoring Program. To allow for publication of peer-reviewed scientific articles relying on results generated by this standing offer, the contractor should also provide to DFO details and validation of the analytical methods used in determining the chemical presence and concentrations in the sediment samples.

1.4 Background, Assumptions and Specific Scope of the Requirement

DFO has made a commitment to enhance coastal monitoring to investigate key environmental parameters and deposition associated with medium- to far-field effects of aquaculture sites. The new monitoring activities will add to existing programs through far-field sampling targeting a highly specific suite of drugs, pesticides and antimicrobials which have been used in the aquaculture industry.

At this time, DFO does not have the analytical capacity within its laboratories to conduct these particular chemical analyses and as such requires the work be standing offered to a third party. The suite of compounds of interest is very specific and the laboratory conducting the work must be able to provide the sample analyses for all of the compounds of interest, at or below the specified minimum detection limits.

2.0 Requirements

2.1 Tasks, Activities, Deliverables and Milestones

DFO staff will collect sediment (solids and semi-solids) at locations surrounding aquaculture sites at various locations in Canada. The samples are to be analysed by the contractor for the presence of a specific suite of drugs, pesticides and antimicrobials, as listed in table1 below:

Table 1:

Chemical Type	Specific Compound
Drugs	Emamectin benzoate (EB) Abamectin Ivermectin Teflubenzuron
Drug metabolite	Desmethyl EB degradation product (4"-deoxy-4"-epi-aminoavermectin)
Pesticides	Azamethiphos Deltamethrin Cypermethrin
Antibiotics	Florfenicol Oxytetracycline Hydrochloride Trimethoprim Sulphadiazine Erythromycin Lufenuron Amoxicilin Sulfadimethoxine

Sample Details

Approximately 400 sediment samples will be collected annually, from a variety of locations across Canada. Samples will be collected by DFO staff in certified organic-free amber glass containers. The samples will be frozen and shipped to the laboratory (shipping to be paid by DFO) where they will be appropriately thawed, prepared and analysed for the presence of the specific compounds listed above. The samples will be delivered to the contractor as they are collected, in various batch sizes; it is improbable that the annual maximum of 400 samples will be delivered to the contractor at one time.

Analyses Methodology

Analyses shall be conducted using appropriate extraction techniques for the sediment samples (modified QuEChERS method) followed by LC-MS/MS analysis. Each batch of analyses shall include a procedural blank and a matrix matched spiked calibration line in order to ensure a high level of accuracy and precision. Internal standards or surrogates shall be used to ensure data quality of every sample tested.

The laboratory must follow appropriate methods to deal with flocculent (i.e., semi-solid) matter, which is likely to be present in some samples, so that preparation and analysis of those samples are conducted such that accurate and representative results are obtained. The laboratory will implement a consistent decision process to allow for the classification of these samples as either solid or liquid matrices for analyses. The laboratory must also follow appropriate methods to deal with increased organics within the samples and any interference this may cause for chemical detection.

The contractor will communicate with DFO at the beginning of the project to establish the analytical parameters and definitions of importance to DFO, to ensure all pertinent information resulting from the analysis is properly documented and transmitted. The contractor agrees to further discuss project details with DFO throughout the project, as necessary.

All analyses conducted shall follow appropriate procedures based on published methods in accordance with Good Laboratory Practices (GLP) and standard Quality Assurance (QA) and Quality Control (QC) procedures. Though not mandatory, ISO/IEC 17025 certification of the contractor laboratory is preferred.

Minimum Detection Limits

The requirement for the sampling and analyses of this project stems from the need to quantify the far-field effects of aquaculture treatments. As concentrations of the treatment compounds will

diminish as they are dispersed (and naturally degraded), minimum detection limits are necessary to ensure that the compounds of interest can be detected if they are present in the samples.

In accordance with the standards to be followed for the chemical analyses (as listed above), the minimum detection limits to be achieved by the analyses of the sediment, water and tissue samples shall be as follows:

Table 2:

Compound in Sediment	Min. Detection Limit	Limit of Quantitation
Emamectin benzoate	0.06 ng/g	0.21 ng/g
Desmethyl EB degradation product (4"-deoxy-4"-epi-aminoavermectin)	0.05 ng/g	0.17 ng/g
Abamectin	0.44 ng/g	1.39 ng/g
Ivermectin	1.46 ng/g	4.64 ng/g
Azamethiphos	0.05 ng/g	0.16 ng/g
Deltamethrin	1.01 ng/g	3.20 ng/g
Cypermethrin	2.7 ng/g	8.58 ng/g
Teflubenzuron	1.22 ng/g	3.88 ng/g
Florfenicol	0.12 ng/g	0.37 ng/g
Oxytetracycline Hydrochloride	0.21 ng/g	0.68 ng/g
Trimethoprim	0.06 ng/g	0.20 ng/g
Sulphadiazine	0.06 ng/g	0.18 ng/g
Erythromycin	0.25 ng/g	0.80 ng/g
Lufenuron	0.07 ng/g	0.22 ng/g
Amoxicilin	1.6 ng/g	5.0ng/g
Sulfadimethoxine	0.06 ng/g	0.19 ng/g

Deliverables

The contractor will provide a report of findings for each of the samples submitted to them. The reports shall include the concentrations of each of the compounds listed above found in each sample provided, along with the chromatographs for each analysis. All chromatographs will be signed off by a chemist and/or the project coordinator for approval of accuracy. Copies of the calibration curves used to determine concentration levels, and data from blanks shall also be provided. Details of any adjustments to or deviations from the set methods for a batch of samples are to be provided along with the batch results. Details of the method used to determine sediment sample weights should also be provided (e.g., drying times and temperatures).

DFO will provide to the contractor, along with the samples for analysis, an electronic spreadsheet documenting the naming of the samples and the preferred chain of custody protocol the contractor is to follow for the samples.

The following details will be included for each sample analysed:

Table 3:

Field	Content
Sample number	Sample identifier as provided by DFO
Sample description	Sample type description (i.e., solid, semi-solid, flocculent, etc.)
Preparation	Preparation necessary for the particular sample
Compound concentration	Concentration of compound analysed
Minimum detection limit	Minimum achievable by analysis
Biota presence	Observations on presence of biota (e.g., worms, etc.) in sample that may skew

Field	Content
	concentrations through bioaccumulation
Presence of shells, rocks, etc	Observations on presence of shells, rocks, pebbles, etc.
Sample weights	Wet and dry weights (to enable comparison between sediment types and to literature and model outputs)

2.2 Specifications and Standards

The laboratory will adhere to their Quality Assurance (QA)/Quality Control (QC) procedures in ensuring all analyses undertaken provide accurate and precise results, in accordance with the standards agreed upon in order to achieve the minimum detection levels necessary for the project.

Final inspection and acceptance of all work performed, reports, and other deliverables will be performed at the place of delivery by DFO.

2.3 Technical, Operational and Organizational Environment

The contractor shall possess, and demonstrate to DFO that they possess, accreditations and certifications befitting a laboratory that intends to provide appropriate, valid, accurate and precise analysis and reports as described in this Statement of Work. The accreditation and certification should ensure that the contractor and their employees are appropriately trained, and that their processes are thorough, consistent and documented.

2.4 Method and Source of Acceptance

A report on the analyses results for a batch of samples provided by DFO to the contractor shall be provided to DFO within one month of the contractor receiving that batch of sediment samples from DFO. This will be the case for each batch of samples shipped to the contractor.

Review of the results will be conducted by DFO technical representatives within the 2 weeks following receipt of the report. As a result of this review, if there are questions or concerns surrounding one or more chemical compound concentrations determined for a sample, DFO may request the sample be re-tested for the compound concentrations.

The contractor will retain (using appropriate protocol) the prepared samples for a period of at least six (6) months in order to allow for re-testing if agreed upon by both DFO and the contractor. A report of the new results will be provided to DFO, and a subsequent review will be completed.

2.5 Reporting Requirements

Results will be provided to DFO in digital format. All files shall be delivered by email to the project authority and to the DFO regional contact that submitted the samples in the call-up under the Standing Offer.

The contractor will retain, indefinitely, digital copies of the results as provided to DFO. They will notify DFO about transferring the data or before disposing of these digital results.

2.6 Project Management Control Procedures

The contractor shall provide to DFO a draft report as an example of how the information will be presented and to provide an example of the level of detail and language used in the reports. DFO may request further detail or explanation of the contents before the final reports are delivered.

Samples will be labelled and shipped to the contractor such that their arrival will be notified to the immediate attention of the contractor liaison and/or an appropriate contractor representative for immediate retrieval from the airport.

The contractor will notify DFO when they have received the sediment samples and to indicate that sample preparation has begun. The contractor will contact DFO should they encounter samples that they feel cannot be prepared and analysed as expected. In this case, they will indicate whether another method will be used or if the sample cannot be analysed. A clear description of deviations from the expected method and analyses, for all applicable samples, will be provided by the contractor in the report provided to DFO.

The contractor will provide proper and detailed documentation on chain of custody of samples, including handling, transport and processing/analyses, for each sample. The chain of custody record will be provided to DFO in addition to the report of analysis results. DFO will provide a list of samples included in a shipment for verification by the contractor upon receipt of the shipment. The details to be provided in the chain of custody documentation will be confirmed by DFO before first shipment to the contractor.

All steps within the project process will be documented and signed off by the contractor's analyst and project manager.

Once analysis of a batch of samples is complete, the contractor shall notify DFO, and indicate their anticipated report delivery date for that batch of samples; within approximately 2 weeks of analyses completion.

Upon receiving the analyses reports, DFO will review the reports and discuss any concerns with the contractor to determine appropriate course of action, if necessary. For each batch of samples, DFO will process payment upon review and approval of the report files for the batch of samples delivered by the contractor.

3.0 Other Terms and Conditions of the SOW

3.1 Authorities

The Project Authority will perform the role of Departmental Representative. They will act as liaison for the Department regarding this standing offer.

The contractor will assign an individual to act as liaison regarding this standing offer. As appropriate, and before the first set of samples are received and analysed, the contractor will communicate to DFO the contact information of the employee who will act as Project Manager or Study Director for the analysis (if different than that of the standing offer liaison) and that can be contacted by DFO to discuss technical aspects of the project.

3.2 DFO Support

DFO will ensure that the contractor will have access to the DFO liaison listed above, via email or phone interactions, to discuss and coordinate project details. The liaison will be available to provide comments on draft deliverables, and assistance or support should issues arise that require DFO input.

3.3 Contractor's Obligations

The contractor shall:

1. Appropriately prepare samples provided to them by DFO
2. Conduct appropriate chemical analyses as agreed to with DFO Representative within the timeframe agreed upon
3. Provide analyses results to DFO Representative in the agreed upon formats and within the timeframe agreed upon
4. Notify DFO and discuss procedures if the expected process is found to be unsuitable for the samples collected

3.4 Location of Work, Work site and Delivery Point

All work conducted by the contractor shall take place at the contractor's premises.

3.5 Language of Work

Deliverables are to be provided to DFO in English. French translation of reports will be done by DFO.

3.6 Special Requirements

In order to conduct the chemical analyses of the entire suite of chemical compounds, listed herein, the contractor must possess the appropriate standards for each of the compounds. If the contractor does not already possess all of these necessary standards, they will be required to obtain them before commencing the analyses.

4.0 Project Schedule

4.1 Expected Start and Completion Dates

Analysis of batches of samples provided to the contractor will be conducted within two weeks of those samples being received by the contractor. Full reports of the results for each batch of samples are to be provided to DFO within two weeks of sample analysis completion.

4.2 Work Breakdown and Estimated Level of Effort

Task	Effort
Task 1: Provide draft sample report to DFO	1 week
Task 2: Receive samples and notify DFO of their receipt	
Task 3: Thaw and prepare samples for analysis	1 week
Task 4: Run sample analyses for compound concentrations	1 week
Task 5: Provide DFO notice of analyses completion	
Task 6: Deliver analyses reports to DFO for approval	2 weeks
Task 7: Reports review and approval by DFO; payment to contractor upon completion	2 weeks

5.0 Required Resources or Types of Roles to be Performed

It is expected that the contractor employs individuals with suitable expertise and experience necessary to conduct the specified sample preparation, chemical analysis, and report development.

ANNEX "B"

BASIS OF PAYMENT

Bidders must submit firm, "all-inclusive" prices, per sample, for analysis of all compounds listed in the Table. Prices must be quoted in Canadian dollars. "All-inclusive" prices must include cost of field blanks, sample preparation, disposal charges, quality assurance/quality control measures.

1. Initial Standing Offer Period (from date of award to 31 March 2022)

Item	Unit	Price per Unit
Emamectin benzoate	Each	\$ _____
EB desmethyl degradation product (4"-deoxy-4"-epi-aminoavermectin)	Each	\$ _____
Abamectin	Each	\$ _____
Ivermectin	Each	\$ _____
Azamethiphos	Each	\$ _____
Deltamethrin	Each	\$ _____
Cypermethrin	Each	\$ _____
Teflubenzuron	Each	\$ _____
Florfenicol	Each	\$ _____
Oxytetracycline Hydrochloride	Each	\$ _____
Trimethoprim	Each	\$ _____
Sulphadiazine	Each	\$ _____
Erythromycin	Each	\$ _____
Lufenuron	Each	\$ _____
Amoxicilin	Each	\$ _____
Sulfadimethoxine	Each	\$ _____
Total combined price (for evaluation purposes)		\$ _____

2. Option Period One (April 1, 2022 to 31 March 2023)

Item	Unit	Price per Unit
Emamectin benzoate	Each	\$ _____
EB desmethyl degradation product (4"-deoxy-4"-epi-aminoavermectin)	Each	\$ _____
Abamectin	Each	\$ _____
Ivermectin	Each	\$ _____
Azamethiphos	Each	\$ _____
Deltamethrin	Each	\$ _____
Cypermethrin	Each	\$ _____
Teflubenzuron	Each	\$ _____
Florfenicol	Each	\$ _____
Oxytetracycline Hydrochloride	Each	\$ _____
Trimethoprim	Each	\$ _____
Sulphadiazine	Each	\$ _____
Erythromycin	Each	\$ _____
Lufenuron	Each	\$ _____
Amoxicilin	Each	\$ _____
Sulfadimethoxine	Each	\$ _____
Total combined price (for evaluation purposes)		\$ _____

1. Option Period Two (April 1, 2023 to 31 March 2024)

Item	Unit	Price per Unit
Emamectin benzoate	Each	\$ _____
EB desmethyl degradation product (4"-deoxy-4"-epi-aminoavermectin)	Each	\$ _____
Abamectin	Each	\$ _____
Ivermectin	Each	\$ _____
Azamethiphos	Each	\$ _____

Deltamethrin	Each	\$ _____
Cypermethrin	Each	\$ _____
Teflubenzuron	Each	\$ _____
Florfenicol	Each	\$ _____
Oxytetracycline Hydrochloride	Each	\$ _____
Trimethoprim	Each	\$ _____
Sulphadiazine	Each	\$ _____
Erythromycin	Each	\$ _____
Lufenuron	Each	\$ _____
Amoxicilin	Each	\$ _____
Sulfadimethoxine	Each	\$ _____
Total combined price (for evaluation purposes)		\$ _____

ANNEX "C"

EVALUATION CRITERIA

**** For all evaluation criteria, the "Table" identified refers to the table of compounds in sediment and associated detection limits in section 2.1 of the Statement of Work. ****

Mandatory Criteria

The Contractor must demonstrate that they have a thorough understanding and experience with chemical analyses of sediment samples and are able to generate technically valid results.

Proposals will be evaluated in accordance with the Mandatory Criteria as detailed herein. Bidders' proposals must clearly demonstrate that they meet all Mandatory Criteria for the proposal to be considered for further evaluation. Proposals not meeting the Mandatory Criteria will be excluded from further consideration.

The bidder must include the following table in their proposal, indicating that their proposal meets the Mandatory Criteria (Items M-1 through M-5), and providing the proposal page number or section that contains information to verify that the criteria has been met.

Item	Mandatory Criteria	Cross reference page number in proposal
M1	The Bidder must provide a summary of the analytical approach and examples of its validation for analysis of all compounds listed in the Table. The summary must include: <ul style="list-style-type: none"> • preparation, extraction and cleanup procedures; • minimum detection limits achievable with the methods used; • instrument specifications; and • sample preservation, holding times and storage conditions; 	
M2	The Bidder must provide a list of analytical references relevant to the compounds being analysed (Table 1 in the Statement of Work) as evidence of their knowledge and use of approved detection methodologies.	
M3	The Bidder must provide a list of, and details on, the surrogate standards and primary reference material standards they will use for the chemical analyses of the samples.	
M4	The Bidder must provide evidence of their laboratory's professional accreditation (by at least one provincial or federal government accreditation), or participation in at least one certification or performance testing program, by listing their current laboratory accreditations and certifications. A copy of the accreditation/certification must be included with bid package.	
M5	The Bidder must provide confirmation of their ability to receive, process and analyze (for all compounds listed in the Table) the maximum number of samples that may result from a call-up. (A call-up may result in a maximum of 60 samples at one time.) Provide a statement of capability that demonstrates through details of available storage space and expected throughput time.	

Rated Criteria

Proposals meeting ALL Mandatory Criteria will be evaluated and rated against the following Point-Rated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

Bids MUST achieve a minimum score of 16/32 (50%) of the total score of the Rated Criteria, in order to be considered technically responsive. Proposals which fail to attain at least 50% of a total score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

Item	Rated Criteria	Scoring Methodology	Available Points
R1	The Bidder demonstrates experience analysing sediment samples for each/all of the compounds listed in the Table, 2 from the statement of work within the past 5 years.	The Bidder provides a summary of the number of sediment samples analyzed for each compound in the past 5 years. The summary must include the client name, date range (month/year) of project, and number of samples analysed. Bidders who have analyzed 10 samples or more of each compound will receive 1 point per compound.	16
R2	The Bidder demonstrates their ability to meet the requirements of the Minimum Detection Limits (as shown in their validated methods submitted under M-1).	Bidders with Minimum Detection Limits at or below the values stated in the Table will receive 1 point per compound listed.	16
TOTAL AVAILABLE POINTS			32
A MINIMUM OF 16/32 IS REQUIRED			