

**REQUEST FOR PROPOSAL**

**RETURN BIDS TO:**  
Environment Canada  
Procurement and Contracting  
867 Lakeshore Road  
P.O. Box 5050  
Burlington, Ontario  
L7R 4A6

**Title:** PAH Analysis  
**Date:** 30 January 2014  
**Request For Proposal No:** KW405-13-1453  
**Solicitation Closes**  
**At:** 14:00:00 HRS. EST  
**On:** 12 February 2014

**Address Enquiries To:** Claire Cosentino  
**Telephone No:** (905) 336-4992  
**Facsimile No:** (905) 336-8907  
**E-Mail:** claire.cosentino@ec.gc.ca

**CONTRACTOR NAME & ADDRESS**

(Print or type complete legal entity)

.....  
.....  
.....  
.....  
.....

**Telephone No:** .....

**Facsimile No:** .....

I (We), the undersigned, hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Environment, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services and/or supplies listed herein and on any attached sheets at the price(s) set out therefor.

.....  
Name and title of person authorized to sign on behalf of vendor (type or print).

.....  
**Signature**

.....  
**Date**

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## SECTION 1 PROPOSAL INSTRUCTIONS

### 1. RECEIPT

The specified office will receive the sealed proposals or revisions up until the time and date specified on page 1 of the Request For Proposal.

### 2. UNACCEPTABLE

Proposals received after the proposal closing time will not be considered.

Faxed proposals will not be accepted.

Proposals **NOT** submitted with a duly completed Financial Proposal (Offer of Service) form in the format specified by the Department will not be accepted.

Incomplete proposals will be considered non-responsive and rejected, and will not be evaluated further.

Any Financial Proposal (Offer of Service) that exceeds the stated ceiling or maximum price, if any, shall be considered non-responsive and rejected.

Proposals not signed on page 1 of the Request For Proposal document shall be considered non-responsive and rejected.

### 3. ACCEPTANCE

The Department will not necessarily accept the lowest priced or any of the proposals submitted.

### 4. COMPLETION

The Request For Proposal document must be completed, **in duplicate**, and submitted in the format presented by the Department

Proposals must include the following:

- a) an indication of an understanding of the objectives and responsibilities, a methodology and a time schedule as it relates to the requirements;
- b) a Corporate resume indicating relevant experience, the proposed personnel for the work team including their curriculum vitae;
- c) a list, if applicable, of subcontractor(s) including full names and address, portion(s) of work to be subcontracted and relevant firm experience.

Proposals which do not contain the above-mentioned documentation or deviate from the prescribed costing format shall be considered incomplete and non-responsive and shall be rejected.

**It is the bidder's responsibility to ensure his/her complete understanding of the requirements and instructions specified by the Department. In the event clarification is necessary, bidders are advised to contact the Contracting Authority prior to making their submissions.**

## **5. REFERENCE**

If your proposal is of \$200,000 or more and your organization employs 100 or more permanent full-time or permanent part-time employees, it is mandatory that the requirements contained in the attached documentation on the Federal Contractors Program for Employment Equity be met or your proposal will not be considered.

The Department of Environment reserves the right, before awarding the Contract, to require the Contractor to submit such evidence of qualifications as it may deem necessary, and will consider evidence concerning the financial, technical and other qualifications and abilities of the contractor.

### **1. ENQUIRIES**

All enquiries regarding the solicitation must be submitted in writing to the Contracting Authority named on page 1 of this document as early as possible in the solicitation period. Enquiries must be received no less than eight (8) calendar days prior to the closing date to provide sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the closing of date of the solicitation.

All enquiries and other communications with government officials through the solicitation period are to be directed **ONLY** to the Contracting Authority named on page 1 of the solicitation. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

## SECTION 2 FINANCIAL PROPOSAL

### OFFER OF SERVICE

#### 1. PROFESSIONAL SERVICES AND ASSOCIATED COSTS

##### 1.1 Professional Services

The following is a breakdown for the Professional Services (show fee structure all-inclusive of profit and overhead). Overhead includes indirect costs such as liability insurance and days not worked due to statutory, sick, vacation and self-development days.

<u>Name (&amp; Title) of Personnel</u>	<u>Per Diem Rate(s)</u>	<u>Number of Days</u>	<u>Total</u>
.....	\$.....	.....	\$ .....
.....	\$.....	.....	\$ .....
.....	\$.....	.....	\$ .....

**OR**

<u>Name (&amp; Title) of Personnel</u>	<u>Hourly Rate(s)</u>	<u>Number of Hours</u>
.....	\$.....	.....
.....	\$.....	.....

**OR**

<u>Cost Per Sample/Word/Page</u>	<u>Special Rates (including requested changes)</u>
\$.....	\$.....

1.2 **Associated Costs**

Breakdown of associated costs not included in professional service fees, such as courier, long distance calls, reproduction, etc., if applicable, is as follows:

Total estimated associated costs: \$ \_\_\_\_\_

1.3 **Travel Expenses**

**(Some travel is anticipated and you should budget accordingly).**

Reimbursable at cost in accordance with the attached Treasury Board Travel Directive that is in effect at the time of travel (refer to Appendix A for current rates) and supported by receipts, vouchers, or other appropriate documents, to a financial limitation of:

\$ \_\_\_\_\_

My/Our estimate for travel expenses is based upon the following anticipated travel requirements:

1.4 **Subcontractors**

List subcontractors, including all direct charges and travel and living costs which will be to the account of the subcontractor:

Total estimated subcontractors: \$ \_\_\_\_\_

1.5 **TOTAL TENDER PRICE** \$ .....  
**(Canadian Currency)**

+ GST \$ \_\_\_\_\_

**TOTAL \$ \_\_\_\_\_**

**As a general rule, federal departments obtain services free of provincial ad valorem tax.**

- 1. The Offer of Service will remain firm for a period of sixty (60) calendar days after the tender closing date.
- 2. Any resultant contract is for services, and will not be an employment contract. You must make your own arrangements for Canada Pension Plan, Unemployment Insurance, Workers' Compensation, Income Tax, Liability Insurance, etc. Your daily or hourly rate

should reflect those overhead costs, as well as days not worked due to statutory, sick, vacation and self-development days.

3. Payment for professional services and associated costs will be effected upon completion, and acceptance by the departmental representative, or each phase of the work, and the submission of an invoice(s) detailing the work completed and delivered to date.
4. Liability Insurance: Your attention is drawn to the Liability and Indemnification clauses in the General Conditions. It is recommended that your financial proposal include the cost of obtaining adequate contractor's Liability Insurance to protect yourself and Her Majesty from liability claims brought by third parties, and for loss and or damage to Crown property for which you may be legally liable.

**SECTION 3 REQUIREMENT/ STATEMENT OF WORK**

**1. REQUIREMENT**

To provide PAH analyses of 105 fish samples from the Athabasca River

**2. PERIOD OF CONTRACT**

The proposed contract will be from the date of contract award to 31 March 2014.

**3. BASIS OF PAYMENT**

Should a contract be awarded, the basis of payment will be determined using the bidder's Financial Proposal as per Section 2.

**The maximum budget allocated for this project shall not exceed \$68,775.00 (HST extra), (including all labour, associated costs, travel, and subcontractors). Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment Canada to pay such an amount.**

**4. METHOD OF PAYMENT**

Payment will be made monthly, in arrears, upon submission of a detailed invoice indicating work completed to date, and upon acceptance of the work and invoice by the Scientific Authority prior to invoice payment.

**5. CONTRACTING AUTHORITY**

Claire Cosentino  
Contracting Officer  
Procurement & Contracting  
Environment Canada  
Canada Centre For Inland Waters  
867 Lakeshore Road  
Burlington, Ontario  
L7R 4A6

Telephone : (905) 336-4992  
Fax: (905) 336-8907

**6. STATEMENT OF WORK**

**Background**



The Scientific Authority is conducting studies of the spatial and temporal patterns in parent and alkylated Polycyclic Aromatic Hydrocarbons (PAHs) in sediments in the oil sands area of Alberta and other regions of northern Canada. These studies involve data collected as part of monitoring programs conducted by consultant/industry and Environment Canada's own research. This research is being expanded to include parent and alkylated PAH analyses of fish collected along the Athabasca River and other northern lake and river ecosystems. Fish PAH data (concentration and composition) will be compared to measurements made in sediments to investigate the degree of bioaccumulation/elimination of the various PAH compounds. Very low detection limits are required to provide for the most sensitive analyses and ultimately the data need for rigorous statistical analyses. Furthermore, because the fish samples are being shared with other researchers conducting other measurements of fish health, the contractor must be able to work with relatively small weights (ca. 10 g wet weight); samples would include fillet, liver, and whole bodies of forage fish.

We are seeking an outside laboratory to conduct the analyses of these types of samples. The laboratory will be provided with 105 samples by the Scientific Authority and would be required to homogenize, extract, and analyze them; a report is then needed showing the data. Data are to include the measured PAH concentrations for the requested 74 parent and alkylated PAHs, laboratory blanks and the percent recovery of laboratory spikes. Data are to be included as Excel files. Furthermore for each sample a report is to be given of the details of the analytical run including extract volume, injection volume, sample weight and the other necessary information needed as part of accreditation compliance. All reports and communications must be in English. The contracted laboratory would be required to demonstrate that it can meet rigorous quality assurance criteria including low laboratory blank contamination, consistency of performance in the analysis of certified reference materials and evidence of successful participation in national or international quality assurance programs. Remaining sample tissues are to be returned.

### **Scope of Work**

The laboratory must be accredited by the Canadian Association for Laboratory Accreditation (CALA). Fish samples will be provided by Environment Canada and must be homogenized. It will perform analyses on tissue homogenates and on sediment and water extracts supplied by Environment Canada. In order to provide consistency and comparability with past measurements, analyses are to be based on EPA Method 8270C/D modified by EPA 1625B (Semi-volatile Organic Compounds by Isotope Dilution Quantification by GC/MS (multiple ion detection). Labeled isotopes should be used to perform recovery correction quantification for the reported parent and alkylated PAHs; isotopes should be added at the commencement of the sample extraction / digestion process for every unknown sample and QC sample and used to compensate for the loss of PAH compounds through the analytical process. Extraction should use base digestion of tissues to dissolve interfering organic matter which should then be removed through clean-up or solvent exchanges.



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## Analytes

The required analyte list consists of 74 parent and alkylated PAHs shown in Table 1 which should be analyzed in one run. In submitting the bid, the contractor is to provide the method detection limit (MDL), sample detection limit (SDL).

## Quality Assurance

Proponents must be able to demonstrate or provide the following:

1. PAH analyses must be conducted according to accredited (CALA) Standard operating procedures and records of traceability must be retained according to accreditation standards.
2. Recovery standards consisting of selected individual PAHs that are known not to be in environmental samples, or labeled isotopes must be added at the extraction step and their recovery must be reported. These should be added at the commencement of the sample extraction/digestion process for every unknown sample and QC sample and used to compensate for the loss of PAH compounds through the analytical process.
3. Recoveries for these standards must range between 60 and 120%. If outside this range the laboratory must be able to demonstrate that the deviation was addressed either by repeating the analysis or by demonstrating statistically and with control charts that the result was an outlier.
4. The analysis must include at least 1 blank (encompassing all reagents and all steps in the procedure from extraction through vialing of cleaned up sample extracts) for every 10-20 samples. Blanks must be included in the per sample cost i.e. are not considered a sample.
5. One duplicate sample analysis should be analyzed every two 12 to 20 samples.
6. Analytes must be quantified using working standards from certified external standards or by mass labeled surrogates, whose source and batch can be documented.
7. Identity confirmation. While the analysis of the list in Table 1 is considered routine, the laboratory must be prepared to confirm identity of analytes through use of GC- high resolution MS, if requested by the Scientific Authority.

## Reporting and Timeliness

Electronic copies of data reports will be provided to the Scientific Authority on completion of sample analysis. Electronic copies of all sample and QA chromatograms and calculations must be available upon request. Analyses must be completed by 31 March 2014.

## Deliverables

Final report is due for 31 March 2014. The contractor will provide a report in a series of Excel files. The contractor will submit an invoice by March 31, 2014.

**Table 1. Required Analytes**

Naphthalene	C3-Naphthalenes	1,7-Dimethylfluorene
Acenaphthylene	2,3,5-Trimethylnaphthalene	C2-Fluorenes
Acenaphthene	2,3,6-Trimethylnaphthalene	C3-Fluorenes
Fluorene	C4-Naphthalenes	C1-Dibenzothiophene
Phenanthrene	1,4,6,7-Tetramethylnaphthalene	2/3-Methyldibenzothiophenes
Anthracene	C1-Phenanthrenes/Anthracenes	2,4-Dimethyldibenzothiophene
Fluoranthene	1-Methylphenanthrene	C2-Dibenzothiophene
Pyrene	2-Methylphenanthrene	C3-Dibenzothiophene
Benz(a)anthracene	3-Methylphenanthrene	C4-Dibenzothiophene
Chrysene	9/4-Methylphenanthrenes	3-Methylfluoranthene/Benzo(a)fluorene
Benzo(b)fluoranthene	2-Methylanthracene	C1-Fluoranthenes/Pyrenes
Benzo(j/k)fluoranthenes	C2-Phenanthrenes/Anthracenes	C2-Fluoranthenes/Pyrenes
Benzo(l)fluoranthenes	1,7-Dimethylphenanthrene	C3-Fluoranthenes/Pyrenes
Benzo(e)pyrene	1,8-Dimethylphenanthrene	C4-Fluoranthenes/Pyrenes
Benzo(a)pyrene	2,6-Dimethylphenanthrene	1-Methylchrysene
Perylene	3,6-Dimethylphenanthrene	5/6-Methylchrysenes
Dibenzo(ah)anthracene	C3-Phenanthrenes/Anthracenes	C1-Benz(a)anthracenes/Chrysenes
Indeno(1,2,3-cd)pyrene	1,2,6-Trimethylphenanthrene	5,9-Dimethylchrysene
Benzo(ghi)perylene	C4-Phenanthrenes/Anthracenes	C2-Benz(a)anthracenes/Chrysenes
1-Methylnaphthalene <sup>1</sup>	Retene	C3-Benz(a)anthracenes/Chrysenes
C1-Naphthalenes	Biphenyl	C4-Benz(a)anthracenes/Chrysenes
1-Methylnaphthalene	C1-Biphenyls	7-Methylbenzo(a)pyrene
2-Methylnaphthalene	C2-Biphenyls	C1-Benzofluoranthenes/Benzopyrenes
C2-Naphthalenes	C1-Acenaphthenes	C2-Benzofluoranthenes/Benzopyrenes
1,2-Dimethylnaphthalene	2-Methylfluorene	
2,6-Dimethylnaphthalene	C1-Fluorenes	

**7. EVALUATION OF BIDS**

Environment Canada will evaluate the bids received based on the following factors:

- a) compliance with the terms and conditions of this solicitation;
- b) assessment of all deliverables including technical solicitation;
- c) other criteria (i.e. delivery date, price for a technically compliant proposal).

**7.1 Evaluation Criteria**

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. Bidders are advised to address these criteria in sufficient depth in their proposals.

**Mandatory Criteria**

The laboratory must be accredited by the Canadian Association for Laboratory Accreditation (CALA).

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## **Rated Criteria**

### **Technical**

Detailed standard operating procedure for the entire method is provided including a list of analytes which meets or exceeds the list in Table 1. PAH analyses must be conducted by an accredited (CALA) laboratory using accredited procedures. – **10 points**

Analytical methodology conforms to EC requirements including using the above noted EPA methods, labeled isotopes for recovery correction, and base digestion of the samples for PAH extraction; high resolution Gas chromatography-Mass spectrometry (GC-MS) with multiple ion detection. – **10 points**

Must be able to demonstrate low level detection limits for each analyte (must include evidence from analysis of actual tissues of fish or from blanks and low level standards, that the laboratory is able to achieve these detection limits). – **10 points**

Must provide evidence that the laboratory will meet or exceed the following Quality assurance criteria outlined in the statement of work. – **25 points**

- (a) Use of recovery standards in each sample and a performance standard to check sample volumes and instrument performance
  - (b) The analysis must include at least 1 blank (encompassing all reagents and all steps in the procedure from extraction through vialing of cleaned up sample extracts) for every 10 to 20 samples.
  - (c) The analysis must include analysis of at least one certified reference tissue every 10 to 20 samples.
  - (d) One duplicate sample analysis should be analysed every 10 to 20 samples
- Analytes must be quantified using working standards or <sup>13</sup>C-surrogates from certified external standards whose source and batch can be documented.

Evidence of successful participation in the interlaboratory quality assurance programs for alkylated PAHs. – **15 points**

### **Cost – 30 points**

Proposals will be evaluated out of 100%.

The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price.

A minimum score of 70% must be obtained for the proposal to be considered responsive.

Proposals totaling more than \$68,775.00 (including all labour, associated costs, travel, and subcontractors) + GST will not be considered.

## 7.2 **Basis of Selection**

Any proposal not meeting the mandatory requirements of the Request for Proposal will be considered non-responsive and will be given no further consideration. Environment Canada will cease evaluating your proposal as soon as it is determined that your bid is non-compliant.

A contract will be awarded based on best value taking into account technical merit and price for those proposals meeting the mandatory requirements of the Request For Proposal.

## 8. **T4A DOCUMENTATION**

In addition to the T4A Supplemental Invoicing Instructions detailed below, Environment Canada will contact the successful contractor to obtain the required T4A documentation **prior to contract award**. **Any contractor unwilling to provide this mandatory information will not be awarded a contract.**

### **Supplemental Invoicing Instructions**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T4A supplementary slip. To comply with this requirement, contractors are required to provide the following information on each invoice:

- (a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- (b) the status of the contractor, i.e. individual, unincorporated business, or corporation;
- (c) for individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number;
- (d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and,
- (e) the following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided above, including the legal name, address, and Revenue Canada identifier, (c) or (d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

## **SECTION 4 TERMS OF PAYMENT**

### **TP1 BASIS OF PAYMENT**

- 1.1 The Contractor shall not arrange or incur any expenditures on behalf of Her Majesty without prior authorization by the Contracting Authority.
- 1.2 Travel, living and other miscellaneous expenses that are a direct result of discharging the duties noted herein may be reimbursed at cost, with no allowance for markup or profit.

Original invoices or certified true copies must be submitted for reimbursement.

Travel and living expenses shall be reimbursed in accordance with Treasury Board guidelines.

All such expenses require the prior approval of the Departmental Representative.

### **TP2 METHOD OF PAYMENT**

- 2.1 A claim in the form of an itemized account certified by the Contractor with respect to the accuracy of its contents shall be submitted to the Departmental Representative.
- 2.2 Payment by Her Majesty to the Contractor for the work shall be made:
  - 2.2.1 In the case of a progress payment other than a final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
  - 2.2.2 In the case of a final payment, within thirty (30) days following the date of receipt of a final claim for payment, or within thirty (30) days following the date on which the work is completed, whichever date is the later;
  - 2.2.3 If the Departmental Representative has any objection to the form of the claim for payment, he/she shall, within fifteen (15) days of its receipt, notify the Contractor in writing of the nature of the objection.

### **TP3 PAYMENT OF INTEREST ON OVERDUE ACCOUNTS**

- 3.1 In this section, an amount is "due and payable" when it is due and payable by Her Majesty to the Contractor according to the provisions of the contract.

- 3.2 For the purposes of this section, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- 3.3 In this section, “date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable.
- 3.4 In this section, “Bank Rate” means the discount rate of interest set by the Bank of Canada.
- 3.5 Her Majesty shall be liable to pay to the Contractor simple interest at the “Average Rate” plus 3 per cent per annum on any amount that is overdue, from the day such amount becomes overdue until the date of payment. Interest shall be paid without notice from the Contractor for payment that has been outstanding for more than 15 days. For payment made within 15 days from the date that the payment becomes overdue, interest will be paid at the request of the Contractor. Interest will not be payable on overdue advance payments.
- 3.6 Her Majesty shall not be liable to pay to the Contractor any interest on unpaid interest.

**TP4 GOODS AND SERVICES TAX**

The Goods and Services Tax (GST) is, unless otherwise indicated herein, excluded from the contract price. The GST, to the extent applicable, will be incorporated into all invoices and claims for progress payments made on or after the date of introduction of this tax and will be paid by the Government of Canada. The Contractor agrees to remit any GST paid or due to Revenue Canada. All invoices submitted containing GST will list GST as a separate item or contain a statement that GST is included in the invoice price.

**SECTION 5 GENERAL CONDITIONS**

**GC1 INTERPRETATION**

- 1.1 In the contract,
  - 1.1.1 “Contract” means the contract documents referred to in the Articles of Agreement;
  - 1.1.2 “Invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
  - 1.1.3 “Minister” includes a person acting for, or if the office is vacant, in place of the Minister and the Minister’s successors in the office, and the Minister’s or their lawful deputy and any of the Ministers or their representatives appointed for the purpose of the contract;

- 1.1.4 "Work", unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the contract;
- 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the contract;
- 1.1.6 "Prototype" includes models, patterns and samples;
- 1.1.7 "Technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.

**GC2 SUCCESSORS AND ASSIGNS**

The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

**GC3 ASSIGNMENT**

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Minister and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon Her Majesty or the Minister.

**GC4 TIME OF THE ESSENCE**

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable costs through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall

deliver a description in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

- 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of **GC4.3**, Her Majesty may exercise any right of termination contained in **GC8**.

**GC5 LIABILITY AND INDEMNIFICATION**

- 5.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.
- 5.4 It is understood and agreed by the parties hereto, that Her Majesty will not be liable for claims in respect of death, disease, illness, injury or disability which may be suffered by employees or agents employed by the Contractor due to their negligence in carrying out the services described herein.
- 5.5 It is further understood and agreed by the parties hereto, that the Contractor shall be liable for any damage to or loss of Her Majesty's property occasioned by or attributable to the Contractor's employees or agents in carrying out the services described herein.

**GC6 NOTICES**



6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram or by telex addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

**GC7 CANADIAN LABOUR AND MATERIALS**

7.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

**GC8 TERMINATION OR SUSPENSION**

8.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

8.2 All work completed by the Contractor to the satisfaction of Her Majesty in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

8.3 In addition to the amount which the Contractor shall be paid under **GC8.2**, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.

8.4 Payment and reimbursement under the provisions of **GC8** shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.

8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.

8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action

taken or notice given by the Minister under the provisions of **GC8** except as expressly provided therein.

## **GC9 TERMINATION DUE TO DEFAULT OF CONTRACTOR**

- 9.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
- (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Minister's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that Her Majesty terminates the work in whole or in part under **GC9.1**, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 9.3 Upon termination of the work under **GC9.1**, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5 If, after the Minister issues a notice of termination under **GC9.1**, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued

pursuant to **GC8.1** and the rights and obligations of the parties hereto shall be governed by **GC8.1**.

**GC10 RECORDS TO BE KEPT BY CONTRACTOR**

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following completion of the work.

**GC11 OWNERSHIP OF INTELLECTUAL AND OTHER PROPERTY INCLUDING COPYRIGHT**

The Crown is invoking Section 6.4.1 of the Treasury Board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts. The Science & Technology Branch of Environment Canada has determined that the information gathered arising from the performance of the work under the Contract will vest in Canada, on the following grounds: To generate knowledge / information for public dissemination.

**GC12 CONFLICT OF INTEREST**

- 12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Departmental Representative.
- 12.2 It is a term of the contract:
  - (1) that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract; and

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- (2) that during the term of the contract any persons engaged in the course of carrying out this contract shall conduct themselves in compliance with the principles of the Conflict of Interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of the contract that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

**GC13 CONTRACTOR STATUS**

This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation, or Income Tax.

**GC14 WARRANTY BY CONTRACTOR**

- 14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

**GC15 MEMBER OF HOUSE OF COMMONS**

- 15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

**GC16 AMENDMENTS**

- 16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

**GC17 ENTIRE AGREEMENT**

- 17.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

**GC18 CRIMINAL CODE PROHIBITIONS**

Subsection 784(3) of the Criminal Code prohibits anyone who has been convicted for an offence under:

- Section 121 - Frauds upon the Government
- Section 124 - Selling or Purchasing Office
- Section 418 - Selling Defective Stores to Her Majesty

from contracting with the government or receiving any benefit from a government contract.

**GC19 ECOLOGO**

19.1 The contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the full extent to which it is procurable.

**GC20 USE OF ELECTRONIC NETWORKS**

20.1 Where the performance of work requires the presence of the Contractor or any of the Contractor's personnel on Crown premises and/or access to any Crown-owned or operated electronic network, the Contractor shall comply with and shall ensure that the Contractor's personnel comply with the Policy on the Use of Electronic Networks promulgated under the authority of the Minister of the Environment.

**GC21 CONFIDENTIALITY CLAUSE**

21.1 The parties anticipate that it may be necessary to transfer to each other information relating to the Licensed Process, Patents, Trade-Mark, Know-How or other information relating to this Agreement, of a confidential nature. The parties shall keep all such information confidential during the life of this Agreement and for a period of five years after expiration or termination of this Agreement. Subject to the *Access to Information Act*, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature.

**SECTION 6 SUPPLEMENTAL CONDITIONS**

**1. INTERNATIONAL SANCTIONS**

1.1 Persons and companies in Canada are bound by economic sanctions imposed by Canada by regulations passed pursuant to the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), R.S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c.E-19. As a result, the Government of



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Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries subject to economic sanctions. At the time of contract award, the following regulations implement economic sanctions:

- a) United Nations Iraq Regulations;
- b) United Nations Libya Regulations;
- c) United Nations Federal Republic of Yugoslavia (Serbia and Montenegro)

- 1.2 It is a condition of this Contract that the Contractor not supply to the Government of Canada and goods or services which are subject to economic sanctions as described in paragraph 1 above.
- 1.3 During the performance of the Contract should the addition of a country to the list of sanctioned countries or the additions of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the situation will be treated by the Parties as a force majeure. The Contractor shall forthwith inform Canada of the situation; the procedures applicable to force majeure shall then apply.

## **2. LOBBYIST CLAUSE**

### **2.1 Certification - Contingency Fees:**

- 2.1.1 The Contractor certifies that he/she has not directly or indirectly paid or agreed to pay covenants that he/she will not directly or indirectly pay a contingency fee for the solicitation, negotiation, or obtaining of this contract to any person other than an employee acting in the normal course of the employee's duties;
- 2.1.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the contract shall be subject to the Accounts and Audit provisions of the contract;
- 2.1.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate the contract for default provisions of the contract or recover from the Contractor by way of reduction to the contract price or otherwise the full amount of the contingency fee.

### **2.2 In this section:**

- 2.2.1 "Contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government contract or negotiating the whole or any part of its terms;
- 2.2.2 "Employee" means a person with whom the Contractor has an employer/ employee relationship;

2.2.3 "Person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4<sup>th</sup> Supplement) as the same may be amended from time to time.

**3. SECURITY REQUIREMENTS**

3.1 The Contractor and/or personnel assigned on this Contract must have a Basic Reliability Check in accordance with the Security Policy of the Government of Canada.

**4. PROVINCIAL SALES TAX**

4.1 The Contractor shall not invoice or collect any Ad Valorem Sales Tax levied by the Province in which the goods or taxable services are delivered to federal Government Departments under authority of the following Provincial Sales Tax Licences:

British Columbia	005521
Prince Edward Island	OP-10000-250
Manitoba	390516-0
Nova Scotia	U84-00-03172-3
New Brunswick	P87-60-01648
Ontario	11708174G
Quebec	Q-398-SS-3921-1-P
Newfoundland	32243-0-09

In all other provinces, Provincial Sales Taxes do not apply to goods or taxable services delivered to Federal Government Departments or Agencies under this contract.

The Contractor is not relieved of any obligation to pay Provincial Sales Taxes on goods or taxable services which the Contractor uses or consumes in the performance of this contract.

Provincial gallonage taxes on liquid fuels are to be charged on deliveries in Newfoundland, Prince Edward Island, Nova Scotia, New Brunswick, Quebec and Ontario. In other provinces, these taxes are not applicable.



### **Federal Contractors Program for Employment Equity**

Organizations that are subject to the Federal Contractors Program for Employment Equity (FCP-EE) but that have been declared ineligible to receive government contracts of goods and services over the threshold for solicitation of bids as set out in the *Government Contract Regulations* (GCRs) (currently \$25,000 including applicable taxes) by Human Resources Development Canada-Labour (HRDC-Labour), either as a result of a finding of non-compliance by HRDC-Labour, or following their voluntary withdrawal from the FCP-EE) for a reason other than a reduction in their workforce, have been advised by HRDC-Labour that as a consequence of this action they are no longer eligible to receive any government contract over this threshold. Consequently, their certificate numbers have been cancelled and their names have been placed on HRDC-Labour's List of Ineligible Contractors. Bids from such organizations will be considered non-responsive.

The bidder is required to certify that it has not been declared "ineligible" by HRDC-Labour to receive government contracts over the GCRs threshold for solicitation of bids (currently \$25,000) as a result of a finding of non-compliance, or as a result of having voluntarily withdrawn from the FCP-EE for a reason other than a reduction in their workforce.

Signature of authorized representative: \_\_\_\_\_

The bidder acknowledges that the Minister shall rely on this certification to award the contract. Should a verification by the Minister disclose a misrepresentation on the part of the bidder, the Minister shall have the right to treat any contract resulting from this bid as being in default.



**Former Public Servant Certification – Competitive Requirement**

Contracts with 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 with FPS, bidders must provide the information required below.

**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 Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder 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, 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 Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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Signed

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Date