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PART 1 – GENERAL INFORMATION

1. TITLE

Update to the National Air Pollution Surveillance (NAPS) Program Quality Assurance/Quality Control (QA/QC) Guidelines.

2. SUBJECT

The mandate is to update to the National Air Pollution Surveillance (NAPS) Program Quality Assurance/Quality Control (QA/QC) Guidelines.

3. STATEMENT OF WORK

The bidder shall execute the work in accordance with the Statement of Work located in Appendix « A »

4. PERIOD OF THE CONTRACT

The period of the contract is from the date of issuance to March 31st, 2015.

5. DEBRIEFINGS

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 10 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

6. PRIORITY OF DOCUMENTS

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

- (a) Annex A – Statement of Work
- (b) Annex B – Proposal Instructions
- (c) Annex C – Evaluation Criteria
- (d) Annex D – Former Public Servant Certification

PART 2 – BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

1.1 DEFINITION OF BIDDER

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.



1.2 SUBMISSION OF BIDS

1. Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder.
2. It is the Bidder's responsibility to:
 - a) obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
 - b) prepare its bid in accordance with the instructions contained in the bid solicitation;
 - c) submit by closing date and time a complete bid;
 - d) send its bid only to Canada specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
 - e) ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
 - f) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
4. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
5. Bid documents and supporting information may be submitted in either English or French.



6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
8. A bid cannot be assigned or transferred in whole or in part.

Bids must be submitted to Environment Canada (EC) only on or before the date and time specified on page 1 of the bid solicitation.

1.3 LATE BIDS

Canada will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

1.4 DELAYED BIDS

1. A bid delivered after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable:
 - a. a CPC cancellation date stamp; or
 - b. a CPC Priority Courier bill of lading; or
 - c. a CPC Xpresspost label that clearly indicates that the bid was mailed before the bid closing date.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted.
3. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

1.5 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting



Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture

1.6 RIGHTS OF ENVIRONMENT CANADA

EC reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Environment Canada.

1.7 Rejection of Bid

1. Canada may reject a bid where any of the following circumstances is present:
 - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Public Works and Government Services Canada (PWGSC) "*Vendor Performance Corrective Measure Policy*", which renders the Bidder ineligible to bid on the requirement;

<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/180>
 - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the "*Vendor Performance Corrective Measure Policy*", which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;



- e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
- a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada

1.8 COMMUNICATIONS – SOLICITATION PERIOD

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, consult Part 2 - Bidder Instructions, Subsection 1.2 - Submission of Bids section



1.9 PRICE JUSTIFICATION

In the event that sole responsive bid is received, the Bidder must provide, on EC's request, one or more of the following price justifications:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. Price or rate certifications; or
- e. Any other supporting documentation as requested by EC.

1.10 BID COSTS

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

1.11 CONDUCT OF EVALUATION

1. In conducting its evaluation of the bids, EC may, but will have no obligation to, do the following:
 - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c. request, before award of any contract, specific information with respect to bidders' legal status;
 - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;



- e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole cost of the bidder, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

1.12 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - c. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solitarily liable for the performance of any resulting contract.

1.13 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, bidders are advised that EC may reject a bid in the following circumstances:



- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. If the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Bidders and that would, in EC's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a Bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by EC as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
 3. Where EC intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within EC's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

1.14 ENTIRE REQUIREMENT

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

1.15 FURTHER INFORMATION

1. For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
2. For bid solicitations enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to EC will not be accepted.



2. ENQUIRIES – BID SOLICITATION

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable EC 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 EC determines that the enquiry is not of a proprietary nature. EC may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by EC.

3. APPLICABLE LAWS

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, 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 bidders.

PART 3 – BID PREPARATION INSTRUCTIONS

i. BID PREPARATION INSTRUCTIONS

Environment Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies or an electronic copy by E-Mail)

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. The bidders must clearly and separately show that they meet mandatory and rated criteria.

Section II: Financial Bid (3 hard copies or an electronic copy by E-Mail)

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

The **total cost** of the contract must also include, but not limited to, all related costs.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. EVALUATION PROCEDURES

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Environment Canada will evaluate the bids.

1.1 TECHNICAL EVALUATION

1.1.1 Mandatory Technical Criteria

Mandatory Evaluation Criteria are detailed under Annex C

1.1.2 Point Rated Technical Criteria

Point Rated Evaluation Criteria are detailed under Annex C



1.2 FINANCIAL EVALUATION

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

Bids valued in excess of **\$70,000.00** will be considered non-responsive. This disclosure does not commit EC to pay the maximum funding available.

ii. BASIS OF SELECTION

2.1 HIGHEST RATING WITHIN BUDGET

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all technical evaluation criteria; and
 - c. obtain the required minimum points of 75% for the technical evaluation criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
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 prorated against the highest score as follows: total number of points obtained / highest bidder's rated score multiplied by 70.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price as follows: Lowest bidder price /bidder's Price multiplied by 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:



$$TotalPoints = \frac{Bidder'sRatedScore}{HighestBidder'sRatedScore} \times 70 + \frac{LowestBidderPrice}{Bidder'sPrice} \times 30$$

Bidder	Bidder's Rated Score	Bidder's Price	Points for Technical/ Management Components	Points for Price	Total Points
Bidder A	80	\$30,000	$(80 \div 90) \times 70 = 62.2$	$(30,000 \div 30,000) \times 30 = 30$	$62.2 + 30 = \mathbf{92.2}$
Bidder B	85	\$40,000	$(85 \div 90) \times 70 = 66.1$	$(30,000 \div 40,000) \times 30 = 22.5$	$66.1 + 22.5 = \mathbf{88.6}$
Bidder C	90	\$35,000	$(90 \div 90) \times 70 = 70$	$(30,000 \div 35,000) \times 30 = 25.7$	$70 + 25.7 = \mathbf{95.7^*}$

*In this example, Bidder C will be recommended for award of the contract.

In the event of a tie, the proposal receiving the highest score for the technical evaluation will be selected.

PART 5 – CERTIFICATIONS

2. Mandatory certifications required with bid

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Environment Canada are subject to verification by Canada at all times. EC will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the contract.

Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default



3. Contract with former public servants.

Bidders must submit the following duly completed certifications with their bid. Reference ANNEX D

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*.

PART 6 – CONTRACT CLAUSES

6. Authorities

1.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Moufid Samri



Procurement and Contracting Division
Finance Branch - Environment Canada
105 McGill, 5e étage,
Montréal QC H2Y 2E7
E-Mail: Moufid.Samri@ec.gc.ca

The Contracting Authority is responsible for the management of the contract and any changes to the contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the contract based on verbal or written requests or instructions from anyone other than the Contracting Authority.

1.2 SCIENTIFIC AUTHORITY

The name and contact information of the Scientific Authority/Departmental Representative shall be known upon contract award.

The Scientific Authority is the representative of the department and is responsible for all matters concerning the technical content of the work under the contract. Technical matters may be discussed with the Scientific Authority; however the Scientific Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

1.3 CONTRACTOR 'S REPRESENTATIVE

Name and phone number of the contact-person:

General information:

Name: _____
Telephone number: _____
E-mail: _____

Follow-up on the work:

Name: _____
Telephone number: _____
E-mail: _____

Goods and Services Tax (GST) or the Harmonized Sales Tax Number: _____

2. PAYMENT

2.1 BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price per sample, as specified in contract. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.



2.2 LIMITATION OF PRICE

Canada will not pay the Contractor for any design changes, modifications or interpretations of the work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the work.

2.3 METHOD OF PAYMENT

Environment Canada (EC) will pay the Contractor for work performed on the invoice 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 invoicing instructions provided in the contract;
- b) all such documents have been verified by EC;
- c) the work performed has been accepted by EC.

3. INVOICING INSTRUCTIONS

The contractor will bill the total amount of services rendered. Payment will be made 30 days after the date of receipt of the invoice.

4. Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Non Resident Contractors
Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount



withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

1. Inspection and acceptance

All work must be performed to the satisfaction of Environment Canada or his designated representative for review and acceptance.

2. Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the work under the resulting contract will belong to Canada, on the following grounds: ***(6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.***

3. Law on access to information

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.



ANNEX "A"

STATEMENT OF WORK

Title: Update to the National Air Pollution Surveillance (NAPS) Program Quality Assurance/Quality Control (QA/QC) Guidelines

Intellectual Property (If the Crown is to retain ownership)

The Crown has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

6.4 Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

6.4.1 To generate knowledge and information for public dissemination;

Purpose

The purpose of this work is to revise and complete an update of the NAPS QA/QC Guidelines and associated documents.

Background

Environment Canada in collaboration with the provincial, territorial and regional monitoring agencies operates and manages the NAPS ambient monitoring network across Canada. The purpose of this Program is to coordinate the collection of air quality data from existing provincial, territorial and municipal air quality monitoring networks and provide accurate and long-term air quality data of a uniform standard in a unified Canada-wide air quality database.

Quality Assurance/Quality Control (QA/QC) and data management standards are important elements of any monitoring program. The NAPS QA/QC Guidelines are intended to assist technical personnel at NAPS agencies develop and implement a quality system for their ambient air monitoring program. This guidance is part of a quality management system designed to ensure that the NAPS Program provides data of sufficient quality to meet the program's objectives and is implemented consistently across the country.

The latest NAPS QA/QC Guidelines were published in 2004. Since that time, the monitoring networks and the technologies to measure air pollution have evolved significantly, as have the demands for air quality data. The current document needs to be revised and updated to reflect the changes that have taken place over the past decade.

Objectives

The output of this analysis will be used to produce an update of the NAPS QA/QC Guidelines and to assist NAPS partner agencies to implement the procedures and methods contained in the document.

Statement of Work

The Contractor will carry out the following work:

Task 1: Complete the NAPS QA/QC Guidelines document.

In collaboration with the Department Representative, the Contractor will complete development of the draft NAPS QA/QC Guidelines. This document will be designed to be a clear and concise reference for NAPS administrators and participating agencies.

The draft outline is provided in Figure 1, where incomplete draft sections are listed in bold. To complete this draft, the Contractor will reference a number of United States Environmental Protection Agency (USEPA) and Environment Canada/NAPS documentation, including, but not limited to:

- The EPA Quality Assurance Handbook Volume II for Air Pollution Measurement Systems
- Current NAPS QA/QC Guidelines (2004)
- The NAPS Memorandum of Understanding (MOU)
- Existing NAPS SOPs
- Existing River Road Labs documentation

A draft document will be provided to the Department Representative for preliminary review. The Contractor will address any preliminary review comments in a revised draft document. Following completion of a preliminary review, the Contractor will coordinate a series of stakeholder calls to solicit additional feedback. Several key issues will be highlighted, and recommendations and justifications for these key issues will be presented for discussion. The number of calls and an appropriate stakeholder review committee will be determined in cooperation with the Department Representative. Following the stakeholder review period, the Contractor will submit a final QA/QC Guidance document.

Figure 1. Draft outline for NAPS QA/QC Guidelines. Incomplete sections are listed in bold.

1.0	INTRODUCTION
2.0	PROGRAM OBJECTIVES
3.0	PROGRAM ORGANIZATION
4.0	DATA QUALITY OBJECTIVES
5.0	TRAINING
6.0	DOCUMENTATION AND RECORDS
6.1	Quality System Documentation
6.2	Site and Equipment Information
6.3	Field Records
6.4	Data Management
6.5	Data Assessments
7.0	SITE LOCATION AND DESIGN
7.1	Site Location
7.2	Probe Siting Criteria
7.3	Manifold Design



- 8.0 SAMPLING/ANALYTICAL METHODS
 - 8.1 Automated/Continuous Methods
 - 8.1.1 Performance Specifications and Principles of Operation
 - 8.1.2 Operational Specifications
 - 8.2 Manual/Laboratory Based Methods**
 - 8.2.1 Principles of Operation**
 - 8.2.2 Operational Specifications**
- 9.0 ROUTINE OPERATION
 - 9.1 Station Visits
 - 9.1.1 Manual/Laboratory Based Methods**
 - 9.1.2 Preventive Maintenance
- 10.0 CALIBRATION/VERIFICATION
 - 10.1 Continuous Analyzers
 - 10.1.1 Calibration Acceptance Criteria
 - 10.1.2 Traceability of Calibration and Reference Standards
 - 10.1.3 General Calibration Procedures
- 11.0 DATA COLLECTION AND MANAGEMENT FOR CONTINUOUS METHODS
 - 11.1 Data Collection
 - 11.1.1 Datalogger Scan Rates and Averaging Intervals
 - 11.1.2 Datalogger Analog Output Verification
 - 11.2 Data Management
 - 11.3 Data Verification and Validation
 - 11.3.1 Validation Process Records
 - 11.4 Level 0/ Preliminary Verification
 - 11.5 Level 1/ Primary Validation
 - 11.5.1 Review of Supporting Information and Documentation
 - 11.5.2 Operational Acceptance Criteria
 - 11.5.3 Calibration Acceptance Criteria
 - 11.5.4 Over-Range Values
 - 11.5.5 Baseline Adjustments
 - 11.5.6 Derived Parameter Relationships
 - 11.5.7 Below Zero Adjustments
 - 11.6 Level 2/ Final Validation
 - 11.7 Level 3/ Independent Assessment
 - 11.8 Post-Final Validation Procedures/Annual Validation
- 12.0 DATA COLLECTION AND MANAGEMENT FOR MANUAL/LAB-BASED METHODS
- 13.0 DATA REPORTING**
 - 13.1 Real Time Reporting**
 - 13.2 Annual Data Submittals**
 - 13.3 Calculations for Canada-Wide Air Quality Standards and Objectives**
- 14.0 ASSESSMENTS AND CORRECTIVE ACTION**
 - 14.1 Performance Audits**
 - 14.1.1 Technical Systems Audits**
 - 14.1.2 Data Systems Audits**
- 15.0 GLOSSARY OF TERMS**
- 16.0 REFERENCES



Task 2: Develop Sample and Data Handling SOPs for Manual/Lab-Based Samples

Manual/Lab-Based pollutants collected at NAPS sites include particulate matter (PM_{2.5}/PM₁₀) and their chemical constituents; volatile organic compounds; and semi-volatile organic compounds (SVOC) including polycyclic aromatic hydrocarbons (PAH). All lab-based NAPS samples are analyzed at a central facility (335 River Road Labs). In collaboration with Department and laboratory representatives, the Contractor will develop sampling and data handling standard Operating Procedures (SOPs) for manual/lab-based samples. These SOPs will focus on procedures that should be followed by field managers to collect samples, and procedures that should be followed by data managers once laboratory data are received. Sampling procedures will include, but not be limited to:

- Receipt of sample media
- Chain of custody documentation
- Filter inspection and installation
- Develop standardized flags
- Critical operating parameters such as flow checks
- Mailing/transfer of samples

Data procedures will include, but not be limited to:

- Data receipt/archiving
- Data calculations
- Data reporting

Task 3: Develop Audit Protocols and Perform an on-site Technical Systems Audit

The Contractor will work with Department Representatives to develop protocols for a Technical Systems Audit (TSA). This task will consist of reviewing data quality standards already in place for a test case at a single monitoring site as identified with Department Representatives. This task will include:

- A draft detailing proposed audit procedures, including questionnaires and other assessment materials that will be provided to site operators and data handlers
- A site visit by the Contractor for at least 2 days on site for both field and data operations for continuous air quality data.
- A final audit report.

All approved audit procedures and forms will be provided as templates for use by EC or by participating monitoring agencies.

Task 4: Prepare and Present Three (3) Informational Webinars

The Contractor will prepare, provide, and present three (3) information webinar presentations outlining the QAPP development process, Data Quality Objectives and Data validation. Each presentation will be made at a time convenient to EC, involving stakeholders as specified by EC. The specific components for each of the proposed webinars should include the elements described below:

Developing a QAPP:

In accordance with recommendations in the final NAPS QA/QC Guidance, the Contractor will develop a QAPP outline recommended for use by NAPS participating agencies. The Contractor will present the outline, and go over the QAPP development process during this webinar. Topics should include:

- Why is an agency-specific QAP important?
- Recommended components of a QAP
- Use of the provided QAP outline/template

Data Quality Objectives:

In accordance with recommendations in the final NAPS QA/QC Guidance, the Contractor will present a summary of the NAPS network Data Quality Objectives. Topics should include:

- What are the NAPS Data Quality Objectives?
- How should the DQOs be met?
- How are the DQOs assessed?

Data Validation:

In accordance with recommendations in the final NAPS QA/QC Guidance, the Contractor will present a summary of the recommended NAPS data validation process. Topics should include:

- Recommended considerations for database utilities and/or software packages
- Levels of Validation
- Basic methods/considerations for each validation level
- Situational data examples

Deliverables

All deliverables and successful completion of the project are subject to the acceptance and/or approval of the Departmental Representative. Table 1 outlines the schedules, deliverables and reporting format required for completion of this contract.

Table 1: Schedule, Deliverables & Reporting Format for Completion of Project

Deliverable	Timeline
1. Project initiation call	To occur within one week of contract signing
2. Complete the NAPS QA/QC Guidelines. <ul style="list-style-type: none"> a. Draft QA/QC Guidelines b. Presentation and feedback c. Final QA/QC Guidelines 	December 1, 2014 December, 2014 March 31, 2015
3. Develop Sample/Data Handling SOPs for lab-Based Samples <ul style="list-style-type: none"> a. Submit draft SOPs b. Present draft and solicit feedback from lab and 	January 31, 2015 February 15, 2015



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<ul style="list-style-type: none"> other stakeholder groups c. Submit final draft SOPs 	<p>March 31, 2015</p>
<ul style="list-style-type: none"> 4. Technical Systems Audit <ul style="list-style-type: none"> a. Submit draft audit protocols/ questionnaires b. Collect feedback c. Submit final audit protocols/questionnaires d. Conduct on-site field and data audit e. Submit audit report 	<p>November 30, 2014 December 15, 2014 January 15, 2015 February 2015 March 31, 2015</p>
<ul style="list-style-type: none"> 5. Webinar Presentations <ul style="list-style-type: none"> a. Prepare and present three informational webinars b. Developing a QAP c. Data Quality Objectives d. Data Validation 	<p>January – March, 2015</p>

Payment

50% of the total professional fees will be paid following acceptance of the deliverables 2a, 2b, 3a, 4a, and 4c.

50% of the total professional fees will be paid following acceptance of all the remaining deliverables.

Start and End Date

The duration of this contract will be from contract award to March 31, 2015.

Project Cost

Environment Canada has established funding for this project at a maximum amount of \$70,000.00 (excluding GST).

Submission of Proposals:

The proposal should describe in sufficient detail the technical qualifications and relevant experience of the contractor and key professional staff and sources of reference data/information.

The proposal should include technical, cost and company expertise components which respond to the following requirements:

1. Technical Component

The proposal must include a statement of understanding, not to exceed one page in length, of the work to be undertaken and why it has been requested. The proposal must present a work plan and describe how the contractor would carry out the tasks to achieve the project objectives.

2. Cost Component



The cost quotation must identify the level of effort and estimated cost for each task in the work plan, the estimated cost of professional and support personnel, materials, equipment communications and supplies.

The total cost of this project shall not exceed \$70,000.00 (GST is excluded).

3. Company Expertise Component

The proposal must identify:

- The professional staff to be assigned to the project and their expected contribution to the project,
- Staff experience directly relevant to the work,
- Relevant company experience directly related to the work (for prime and sub-contractors)



ANNEX "B" FIANCIAL PROPOSAL

The price of each bid will be evaluated in Canadian dollars, the Goods and Services Tax (GST) or the Harmonized Sales Tax excluded.

LIVERASBLES	PRIX
1. Project initiation call	\$
2. Complete the NAPS QA/QC Guidelines. a. Draft QA/QC Guidelines b. Presentation and feedback c. Final QA/QC Guidelines	\$
3. Develop Sample/Data Handling SOPs for lab-Based Samples d. Submit draft SOPs e. Present draft and solicit feedback from lab and other stakeholder groups f. Submit final draft SOPs	\$
4. Technical Systems Audit f. Submit draft audit protocols/ questionnaires g. Collect feedback h. Submit final audit protocols/questionnaires i. Conduct on-site field and data audit a. Submit audit report	\$
5. Webinar Presentations e. Prepare and present three informational webinars f. Developing a QAP g. Data Quality Objectives a. Data Validation	\$
TOTAL*	\$

*The **total cost** of the contract must also include, but not limited to, all related cost.



ANNEX "C"
EVALUATION CRITERIA
TECHNICAL EVALUATION CRITERIA

The Technical Proposal will be evaluated using the following criteria. It is recommended that each item be addressed in sufficient depth in your proposal to allow for evaluation and scoring.

The successful bidder must achieve an overall score of 75% or better on the Technical Criteria, and the contract will be awarded based on the selection method detailed below:

Technical Rating

The proposal that obtained the highest score for the technical evaluation will be assigned a weight of 70%. All other proposals that meet the minimum score requirements for the technical evaluation will be prorated.

Cost Rating

The proposal presenting the lowest cost while meeting the minimum score requirements for the technical evaluation will be assigned a weight of 30%. All other proposals that meet the minimum score requirements for the technical evaluation will be prorated using equation 1 below:

Equation 1:

$$Total\ Points = \left(\frac{Bidder's\ Rated\ Score}{Highest\ Bidder's\ Rated\ Score} \times 70 \right) + \left(\frac{Lowest\ Bidder's\ Price}{Bidder's\ Price} \times 30 \right)$$

If no acceptable bids are received Environment Canada has the right to not award this contract.

CRITERIA	FACTORS	POINTS	TOTAL POINTS
Capability to Carry Out Work Weighting Factor	Qualifications and Experience (45 points maximum) <ul style="list-style-type: none"> • The personnel proposed by the contractor possess the qualifications based on experience using and implementing the US EPAs Quality Assurance Handbook for Air Pollution Measurement Systems. One point will be awarded for each year of relevant experience up to 10 years. Five additional points will be awarded if the Bidder has experience with NAPS QA/QC related projects. (15) • The company has direct experience in similar projects. One half point will be awarded for each related ambient air QA/QC article or report that has been published, up to 30. (15) • The project team proposed has direct experience in similar projects. One point will be awarded for each related ambient air quality analysis article or report that has been published by project team members, up to 15. (15) 		



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Management of Work Weighting Factor –	<p>Scheduling and Work Plan (30 points maximum)</p> <ul style="list-style-type: none"> • The work has been scheduled in a realistic way taking into consideration: <ul style="list-style-type: none"> – Workflow (5); – Workloads (5); and – Timeliness (5). • The contractor’s approach provides for attainment of objectives within time given (5 points) • The proposed work plan is compliant with the requirements of the Statement of Work and Deliverables provided (5 points). • Sufficient detail should be provided to demonstrate the Bidder's grasp of the requirement (5 points). • 		
Methodology Proposed	<p>Approach for Gathering Information (20 points maximum)</p> <ul style="list-style-type: none"> • The approach is: <ul style="list-style-type: none"> • Clear (5); • Organized and easy to understand (5); and • Provides details and rationale for the approach taken in the proposal (5). <p>State any anticipated problems and explain how they would be addressed (5).</p>		
Quality of Proposal	<p>Clarity, Organization and Logic (5 points maximum)</p> <ul style="list-style-type: none"> • The proposal is written in a clear and concise manner and is easily understood (5). 		
Total points possible: 100 points			

RATING SCALE

Narrative Explanation of Rating

Excellent	The consultant’s qualifications on this factor are exceptional and should ensure extremely effective performance on this aspect of the contract.
Very Good	The consultant’s qualifications on this factor are more than adequate for effective performance on this aspect of the contract.
Good	The consultant’s qualifications on this factor are above average needed for adequate performance on this aspect of the contract.
Average	The consultant’s qualifications on this factor meet the minimum needed for adequate performance on this aspect of the contract.
Poor	The consultant’s qualifications on this factor are inadequate in certain areas and are likely to be ineffective in performing the duties of the contract.
Unsatisfactory	The consultant’s qualifications on this factor are insufficient for the effective performance of the duties of the contract.
N/A	The consultant did not identify any qualification in this area.



Point Allocation by Rating

Excellent	Very Good	Good	Average	Poor	Unsatisfactory	N/A
5	4	3.5	2	1	0	0
10	8	7	5	3	0	0
15	12	10.5	7	5	0	0
20	16	14	10	8	0	0
25	20	17.5	12	10	0	0
30	24	21	15	12	0	0
35	28	24.5	17	14	0	0
40	32	28	20	16	0	0
45	36	31.5	22	18	0	0
50	40	35	25	20	0	0



ANNEX "D"

Former Public Servant Certification – Competitive Requirement

To be completed (by each of the contractor's employees assigns to the contract) and attach to your submission

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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. 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, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the, R.S., 1985, c.C-17, the *4*, 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.

Signed

Date