



REQUEST FOR PROPOSAL		
<p>Return Bids to:</p> <p><u>ATT:</u> Marie-Christine Blais, Procurement Officer</p> <p>➤ By mail</p> <p>Environment Canada Finance Branch Procurement and Contracting Division</p> <p>800 rue de la Gauchetière Ouest, bureau 7810 Montréal (Québec) H5A 1L9</p> <p><u>Note: Bidders must provide a Canadian address</u></p>	<p>Title : Analysis Services of multiple contaminants of concern in whole body fish homogenates For Environment Canada’s Fish Contaminants Monitoring and Surveillance Program, Burlington (On)</p>	<p>Date : October 1, 2014</p>
	<p>Solicitation N° KW405-14-5728</p>	
	<p>Solicitation closes At : 2 P.M. Eastern Standard Time On : November 12, 2014</p>	
	<p>Destination of Goods and Services : Environment Canada Fish Contaminants Monitoring and Surveillance Program - Ontario Science and Technology Branch 867 Lakeshore Rd Burlington (Ontario) L7R 4A6</p>	
	<p>Address Inquiries to : Marie-Christine Blais</p>	
	<p>No. de Téléphone : (514) 496-1929</p>	
	<p>Bidder’s name and address :</p>	
	<p>Signature :</p>	

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PART 1 – GENERAL INFORMATION

1. TITLE

Analysis Services of multiple contaminants of concern in whole body fish homogenates For Environment Canada's Fish Contaminants Monitoring and Surveillance Program, Burlington (On)

2. SUBJECT

The mandate is to provide analytical services including results of analysis and extract, on an as and when requested basis, of multiple contaminants of concern in whole body fish homogenates to support EC's Fish Contaminants Monitoring and Surveillance Program. Given the nature of catching fish, Environment Canada cannot guarantee the number of samples that will be submitted for analysis in any given year

3. STATEMENT OF WORK

The bidder shall execute the work in accordance with the Statement of Work in Annexe« A » & «A1»

4. PERIOD OF THE CONTRACT

The period of the contract is from the contract award date to March 31, 2015, including the option to extend the contract for a maximum of two (2) additional periods of one (1) year each.

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 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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. If a bid is submitted by a joint venture, it must be in accordance with section 1.12.



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) <https://buyandsell.gc.ca> . 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile and/or e-mail to Canada will not be accepted.

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
2. that clearly indicates that the bid was mailed before the bid closing date.
3. 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.
4. 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;



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- 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:



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- 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 a 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 Procurement Business Number of each member of the joint venture;
 - c. 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;
 - d. 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



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contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily 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 Canada 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 Canada'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 Canada as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
3. Where Canada 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 Canada'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.



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2. For bid solicitations enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

2. IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder will be given consideration provided they are submitted to the Contracting Authority at **least ten (10) calendar days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. ENQUIRIES – BID SOLICITATION

All enquiries must be submitted 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 Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. APPLICABLE LAWS

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

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



PART 3 – BID PREPARATION INSTRUCTIONS

1. BID PREPARATION INSTRUCTIONS

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

Section I: Technical Bid (3 hard copies)

In their technical bid, bidders should explain and demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bids, EC requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been address.

Section II: Financial Bid (3 hard copies)

ALL INFORMATION RELATING TO PRICE MUST APPEAR ONLY IN THE FINANCIAL BID. No price may be indicated in any other section of the bid. The bid must cover the prescribed length of the contract, including option years. (Reference Annex C & C1)

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 **cost per sample** must also include all related costs.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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->



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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

Bids will be evaluated in accordance with the Mandatory Evaluation Criteria, detailed under Annex B. A negative response to any of the following mandatory requirements will result in the disqualification of the bid without any other consideration.

1.1.2 POINT RATED TECHNICAL CRITERIA

Bids will be evaluated in accordance with the Point Rated Evaluation Criteria detailed under Annex B. To be eligible, the bidder must receive a passing mark of **65/100** in the technical evaluation.

1.1.3 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.

2. BASIS OF SELECTION

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory technical evaluation criteria; and
 - c. Obtain the **required minimum of 65/100 overall** of the points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the highest ranking will be recommended for award of a contract.

2.1 HIGHEST RANKING – CALCULATION CHART



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- a) The proposal obtaining the highest technical evaluation will be awarded **80 points**. Any other deemed technically acceptable shall be prorated
- b) The proposal offering the lowest price, while being technically acceptable, will be awarded **20 points**. Other technically acceptable proposals will receive a prorated score
- c) The final evaluation score will be calculated by adding the weighted technical and financial values. The contractor that receives the highest score will be awarded the contract. In the event of a tie, the contractor that receives the highest technical score will be awarded the contract

Sample calculation:

	Bidder #1	Bidder# 2	Bidder #3
Technical evaluation	90 points	82.5 points	72.5 points
Price	60 000 \$	54 000 \$	48 000 \$
Technical weighting	80	$\frac{82.5 \times 80}{90} = 76$	$\frac{72.5 \times 80}{90} = 64.4$
Price weighting	$\frac{48000 \times 20}{60000} = 16$	$\frac{48000 \times 20}{54000} = 17.77$	20 points
Final score	96 points	93.77 points	84.4 points

Company selected: Bidder #1 (96 points)



PART 5 – CERTIFICATIONS

1. 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.

2. Contract with former public servants.

Bidders must submit the following duly completed certifications with their bid, at closing time. (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



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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

1. PERIOD OF CONTRACT

1.1 PERIOD OF THE CONTRACT

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

1.2 CONTRACT EXTENSION PERIOD

The contractor gives Environment Canada the irrevocable option to extend the term of the contract for a maximum of two (2) additional periods of one year each, based on the same conditions. The contractor accepts, during the extended contract period, to be paid according to the relevant terms set out in the Basis of Payment.

EC may exercise this option at any time by sending written notice to the contractor at least thirty (30) calendar days before the contract expiry date. This option may only be exercised by the contracting authority, and will be evidenced, for administrative purposes only, through a contract amendment.

2. AUTHORITIES

2.1 CONTRACTING AUTHORITY

The Contracting Authority for the Contract is:

Marie-Christine Blais
Procurement and Contracting Officer
Procurement and Contracting Division
Finance Branch Environment Canada
105 McGill, 5e étage,
Montréal QC H2Y 2E7
marie-christine.blais@ec.gc.ca
Telephone :514-496-1929
Facsimile:514-283-4439

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.**

2.2 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.

2.3 CONTRACTOR 'S REPRESENTATIVE

Name and phone number of the contact-person:

General information:

Name : _____

Telephone number : _____

Fax number : _____

E-mail : _____

Follow-up on the work:

Name : _____

Telephone number : _____

Fax number : _____

E-mail : _____

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

3. 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, as specified in contract. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

4. 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:



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- 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.

5. 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.

6. 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.

7. INSPECTION AND ACCEPTANCE

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

8. CERTIFICATIONS - 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



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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

9. 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.***

10. 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

Analysis Services of multiple contaminants of concern in whole bodyfish homogenates For Environment Canada's Fish Contaminants Monitoring and Surveillance Program, Burlington (On)

Background

Environment Canada's (EC) Fish Contaminants Monitoring and Surveillance Program (FCMSP) began in 1977. The purpose of the program is to survey collectively, the concentration of contaminants in selected species of fish and other biota with the specific objective of determining environmental trends in contaminant levels and to relate these to sources of such pollution, the effectiveness of remedial actions, and the risk to fish and fish-consuming wildlife in aquatic ecosystems across Canada. The FCMSP provides data on the concentrations of contaminants of emerging concern, such as polybrominated diphenyl ethers (PBDEs) in the environment and their propensity to bioaccumulate to inform risk assessments under the [Canadian Environmental Protection Act](#) (CEPA) and from which to assess the effectiveness of regulations aimed at reducing the concentrations of contaminants in the environment.

Objective

The objective is to provide analytical services including results of analysis and extract, on an as and when requested basis, of multiple contaminants of concern in whole body fish homogenates to support EC's Fish Contaminants Monitoring and Surveillance Program. Given the nature of catching fish, Environment Canada cannot guarantee the number of samples that will be submitted for analysis in any given year

Period of Contract

The period of the contract is from the contract award date to March 31, 2015, including the option to extend the contract for a maximum of (two (2) additional periods of one year each.

General description

To provide analytical services, including the results of the analysis and extracts for Environment Canada, Burlington, Ontario as and when requested during the period of the Contract.

The analysis will be performed on whole body homogenates of fish, as and when requested, for some or all parameters of interest listed:

- Polybrominated diphenyl ethers (US EPA 1614)
- Chlorinated dioxins and furans (US EPA 1613B)
- Polychlorinated naphthalenes
- % lipid and % moisture for each sample submitted



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EC is responsible for the collection, preparation and shipping of the fish samples to the contractor. Samples will be shipped frozen to the contractor's laboratory. The contractor must have the capacity and facilities to store frozen samples and extracts in -20°C freezers. All samples must be stored frozen upon receipt in freezer to maintain sample integrity.

All analyses must use a low-point calibration method which involves running a calibration standard with each sample set that is at or slightly above (~ 3 times) the reported method detection limit to demonstrate that the method meets the reported detection limit for the parameter group of interest.

All data generated, in the execution of the contract, will be incorporated into existing datasets for statistical treatments to determine spatial and temporal trends of contaminants in fish located in water bodies across Canada. Some monitoring stations are located in northern Canada where concentrations of many contaminants are close to trace levels.

Due to the limited quantity and value of the samples, all analyses requested must be performed and method detection limits achieved on a total sample mass of 25 grams.

Tasks

The analytical services requested may include some or all the following tasks:

1. Extraction and analysis of homogenized whole fish samples for some or all of the parameters listed in detail in Annex "A1".
2. Extraction and clean-up of homogenized whole fish samples to produce extracts suitable for the analysis of brominated and chlorinated flame retardants. Surrogate standards to be provided by EC.
3. Extraction and clean-up of homogenized whole fish samples to produce extracts suitable for the analysis for chlorinated alkanes. Surrogate standards to be provided by EC.

All unused extract, from all analyses, must be stored at -20°C and returned frozen to Environment Canada.

Field duplicates are to be considered as samples. Method blanks and laboratory replicate analyses are to be conducted as part of the contractors QA/QC program, and are not to be considered as samples submitted.

The samples are to be analysed in a batch system, with each batch consisting of a matrix blank, a spiked matrix sample and no more than 21 samples. Blank correction or blank subtractions are not to be used.

Note:

Based on results obtained during the sampling program, the emergence of other toxic chemicals of concern, as well as, the level of funding, the specific parameter groups required, at a given sampling site, may be altered. The contract laboratory will be paid based on the specific parameter groups requested, for the given number of samples submitted by EC, and subsequently analysed by the contractor.

Data & Information Deliverables

Data reports must be forwarded to Environment Canada within 6 weeks following receipt of samples. The reports must include:

1. Total mass of each analyte in the sample
2. Total mass of each analyte in the blank
3. Minimal detectable mass of each analyte (detection limit) with low level calibration standard
4. Analyte concentration in each sample
5. Internal and surrogate standard recoveries

All data is to be reported in adjoining columns on a spreadsheet (Microsoft Excel). Analyte mass may be reported in nano or pico grams depending on the particular analyte. The volume processed for each sample, in grams, will be provided by the contractor to determine sample concentration. QA data such as % recoveries of surrogate spikes (SRMs & CRMs) must also be reported.

The remaining portion of all extracts must be stored at -20°C until they are returned to EC at the same time as the data report (i.e. the shipping date must be within the 6 week-turnaround).

The contractor must submit a signed data report, in.pdf format, which includes a narrative documenting any problems with the set of samples or data, including any corrective actions taken, resolutions, and explanation of any flagged data. Chain of custody and sample submittal documentation is also to be provided, electronically, by the contractor in standard format

Information to be retained by Contractor

Laboratory raw data, chromatographs, and all relevant laboratory notes are to be retained for a minimum period of 30 months following submission of samples.

This should include:

- raw data, chromatographs and area tables, for all instrument calibrations including linearity, resolution and sensitivity checks showing date and time of analysis, and evidence that all QA/QC specifications have been met, and;



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- raw data (lab worksheets, chromatograms and area tables) for all samples, including original and re-analyses, dilutions, etc.

ANNEX "A1"

ANNEX «A1»: Specific Parameter of Interest

Polybrominated diphenyl ethers:

Analytes
BR2-DPE-7
BR2-DPE-8/11
BR2-DPE-12/13
BR2-DPE-15
BR3-DPE-17/25
BR3-DPE-28/33
BR3-DPE-30
BR3-DPE-32
BR3-DPE-35
BR3-DPE-37
BR4-DPE-47
BR4-DPE-49
BR4-DPE-51
BR4-DPE-66
BR4-DPE-71
BR4-DPE-75
BR4-DPE-77
BR4-DPE-79
BR5-DPE-85
BR5-DPE-99
BR5-DPE-100
BR5-DPE-105
BR5-DPE-116
BR5-DPE-119/120
BR5-DPE-126
BR6-DPE-128
BR6-DPE-138/166
BR6-DPE-140
BR6-DPE-153
BR6-DPE-154
BR6-DPE-155
BR7-DPE-181
BR7-DPE-183
BR7-DPE-190
BR8-DPE-203



BR9-DPE-206
BR9-DPE-207
BR9-DPE-208
BR10-DPE-209

Chlorinated dioxins and furans:

Analytes
2,3,7,8-TCDD
1,2,3,7,8-PECDD
1,2,3,4,7,8-HXCDD
1,2,3,6,7,8-HXCDD
1,2,3,7,8,9-HXCDD
1,2,3,4,6,7,8-HPCDD
OCDD
2,3,7,8-TCDF
1,2,3,7,8-PECDF
2,3,4,7,8-PECDF
1,2,3,4,7,8-HXCDF
1,2,3,6,7,8-HXCDF
1,2,3,7,8,9-HXCDF
2,3,4,6,7,8-HXCDF
1,2,3,4,6,7,8-HPCDF
1,2,3,4,7,8,9-HPCDF
OCDF

Polychlorinated naphthalenes (PCNs):

Analytes	
Cl ₁ -PCN-2	Cl ₆ -PCN-66/67
Cl ₁ -PCN-1	Cl ₆ -PCN-64/68
Cl ₂ -PCN-5	Cl ₆ -PCN-69
Cl ₂ -PCN-6	Cl ₆ -PCN-72/71
Cl ₂ -PCN-3	Cl ₆ -PCN-63
Cl ₂ -PCN-10	Cl ₆ -PCN-65
Cl ₂ -PCN-9	Cl ₆ -PCN-70
Cl ₃ -PCN-20/19	Cl ₇ -PCN-73/74
Cl ₃ -PCN-21/24/14	Cl ₈ -PCN-75
Cl ₃ -PCN-15	
Cl ₃ -PCN-16	
Cl ₃ -PCN-17/25	



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Cl ₃ -PCN-26	
Cl ₃ -PCN-13	
Cl ₃ -PCN-22	
Cl ₃ -PCN-23	
Cl ₃ -PCN-18	
Cl ₄ -PCN-42	
Cl ₄ -PCN-37/33/34	
Cl ₄ -PCN-44	
Cl ₄ -PCN-47	
Cl ₄ -PCN-36/45	
Cl ₄ -PCN-28/43/29	
Cl ₄ -PCN-30/27/39	
Cl ₄ -PCN-32	
Cl ₄ -PCN-48/35	
Cl ₄ -PCN-38/40	
Cl ₄ -PCN-46	
Cl ₄ -PCN-31	
Cl ₄ -PCN-41	
Cl ₅ -PCN-52/60	
Cl ₅ -PCN-58	
Cl ₅ -PCN-61	
Cl ₅ -PCN-50/51	
Cl ₅ -PCN-54	
Cl ₅ -PCN-57	
Cl ₅ -PCN-62	
Cl ₅ -PCN-55/53	
Cl ₅ -PCN-59	
Cl ₅ -PCN-49	
Cl ₅ -PCN-56	



ANNEX "B" EVALUATION CRITERIA

1. Mandatory Requirements:

Any proposal which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration. The words “shall”, “must”, “essential”, “will” and “required” in the RFP are to be interpreted as mandatory requirements.

The bidder must include sufficient details and documentation to demonstrate its experience and ability to meet the following mandatory criteria.

	Mandatory Requirements	Met/Not Met
M1	Bidder’s laboratories must have accreditation obtained from an accrediting body that is signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Agreement ILAC MRA, using the internationally recognized criteria and procedures outlined in ISO/IEC 17025: (General requirements for Competence of Calibration and Testing Laboratories).	
M2	Bidder must have at least 3 years of experience (within the last 5 years) in conducting ultra-trace analysis of organic contaminants in aquatic biota. Bidder must provide a resume of experience demonstrating projects that have been completed over the past 5 years for organic contaminants in aquatic biota.	
M3	Bidder must provide proof of lab performance with biota samples with the submission of a set of recent (past 12 months) lab blank results derived from biota analysis, for parameters of interest, and including the recovery of surrogates.	
M4	Bidder must demonstrate they have experience in Performance Evaluation Testing for parameter groups. Please supply examples of performance evaluation data <u>conducted for the parameters of interest</u> over the last 5 years.	



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M5	Bidder must demonstrate that they have the ability to do all the analyses in house and that they will not subcontract other laboratories for this mandate.	
M6	Bidder must demonstrate that they have the capacity to store all fish samples and extracts at -20°C. Please supply a listing of all facilities that are available for sample storage at the required temperature or a Quality Assurance plan outlining these facilities	

2. Point Rated Criteria:

The bidder must obtain the **required minimum of 65/100 overall** of the points for the technical evaluation criteria which are subject to point rating.

	Point Rated Criteria	Maximum Point				
EXPERIENCE						
PR1	Demonstrated experience with ultra-trace analysis of whole fish homogenates for all parameters identified in Annex "A1".					
	<i>Submit copies of scopes of accreditation (ISO/IEC 17025 or equivalent) for the analysis of parameters of interest in biological samples (fish tissue). Accreditation in other media will not be considered. (10 points)</i>					
	Benchmarks:					
	<table border="1" data-bbox="394 1388 1094 1514"> <tr> <td data-bbox="394 1388 954 1430">Accredited for PBDE</td> <td data-bbox="954 1388 1094 1430">6 pts</td> </tr> <tr> <td data-bbox="394 1430 954 1472">Accredited for Dioxins/Furans</td> <td data-bbox="954 1430 1094 1472">2 pts</td> </tr> <tr> <td data-bbox="394 1472 954 1514">Accredited for PCNs</td> <td data-bbox="954 1472 1094 1514">2 pts</td> </tr> </table>		Accredited for PBDE	6 pts	Accredited for Dioxins/Furans	2 pts
Accredited for PBDE	6 pts					
Accredited for Dioxins/Furans	2 pts					
Accredited for PCNs	2 pts					



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PR2	<p>Demonstrated experience in analyzing whole fish homogenate samples for the parameters of interest at concentrations similar to those found in Great Lakes waters.</p> <p><i>Submit a summary of previous <u>relevant</u> work including experience in analyzing/processing whole fish homogenate samples similar to those found in the Great Lakes and their connecting channels (10 points)</i></p> <p>Benchmarks</p>			10	
	Extensive experience		>= 2000 samples		
	Good experience		Between 1000 and 2000 samples		
	Some experience		Between 500 and 1000 samples		
	Minimal experience		Between 150 and <= 500 samples		
	Poor		Less than XXX		
	<p>**only experience in analysis of fish tissues will be considered</p> <p>Scoring</p>				
	Rating	PBDEs	Dioxins & Furans		PCNs
	Extensive	6	2		2
Good	4	1.5	1.5		
Minimal	2	1.0	1.0		
Poor	0	0	0		



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PR3	<p>Demonstrated experience in analyzing whole fish homogenate samples for the parameters of interest at concentrations similar to those found in waters from the arctic and northern Canada.</p> <p><i>Submit a summary of previous <u>relevant</u> work including experience in analyzing/processing whole fish homogenate samples similar to those found in waters in the arctic and northern Canada. (10 points)</i></p> <p>Benchmarks</p> <table border="1"> <tr> <td>Extensive experience</td> <td>>= 2000 samples</td> </tr> <tr> <td>Good experience</td> <td>Between 1000 and 2000 samples</td> </tr> <tr> <td>Some experience</td> <td>Between 500 and 1000 samples</td> </tr> <tr> <td>Minimal experience</td> <td>Between 150 and <= 500 samples</td> </tr> <tr> <td>Poor</td> <td>Less than XXX</td> </tr> </table> <p>**only experience in analysis of fish tissues will be considered</p> <p>Scoring</p> <table border="1"> <thead> <tr> <th>Rating</th> <th>PBDEs</th> <th>Dioxins & Furans</th> <th>PCNs</th> </tr> </thead> <tbody> <tr> <td>Extensive</td> <td>6</td> <td>2</td> <td>2</td> </tr> <tr> <td>Good</td> <td>4</td> <td>1.5</td> <td>1.5</td> </tr> <tr> <td>Minimal</td> <td>2</td> <td>1.0</td> <td>1.0</td> </tr> <tr> <td>Poor</td> <td>0</td> <td>0</td> <td>0</td> </tr> </tbody> </table>			Extensive experience	>= 2000 samples	Good experience	Between 1000 and 2000 samples	Some experience	Between 500 and 1000 samples	Minimal experience	Between 150 and <= 500 samples	Poor	Less than XXX	Rating	PBDEs	Dioxins & Furans	PCNs	Extensive	6	2	2	Good	4	1.5	1.5	Minimal	2	1.0	1.0	Poor	0	0	0	10
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Minimal	2	1.0	1.0																															
Poor	0	0	0																															
DATA QUALITY																																		
PR4	<p>Demonstrated ability to achieve appropriate detection limits with 25 gram (or less) tissue samples using low point calibration and laboratory blanks to meet data quality objectives. Blank correction or subtractions for determination of sample concentration are not to be used</p> <p><i>Submit recent (within the last year) Method Detection Limits, blank data and calibration</i></p>			35																														



	<p><i>information for methods for all parameters listed in "A".</i></p> <p>Scoring:</p> <p>1. Blank data (10 points)</p> <p>The mean value determined for listed compounds in blanks will be used to assess scores. ½ DL will be substituted for NDs.</p> <p>Lowest mean value (LMV) - 100% LMV + ≤10% - 80% LMV+ ≤20% - 60% LMV+ ≤30 % - 40% LMV+ ≤ 40% - 20%</p> <table border="1" data-bbox="397 882 1088 1081"> <tr> <td>PBDEs based on five congeners: BDE47, BDE99, BDE100, BDE153, BDE154</td> <td>6 points</td> </tr> <tr> <td>Dioxins/Furans</td> <td>2 points</td> </tr> <tr> <td>PCNs</td> <td>2 points</td> </tr> </table> <p>2. Detection Limits (25 points)</p> <p>Mean values will be calculated for common compounds reported for each chemical class.</p> <p>Lowest mean mdl (LMmdl)- 100% LMmdl + ≤10% - 80% LMmdl + ≤20% - 60% LMmdl +≤30 % - 40% LMmdl +≤ 40% - 20%</p> <table border="1" data-bbox="397 1543 901 1669"> <tr> <td>PBDEs</td> <td>15 points</td> </tr> <tr> <td>Dioxins/Furans</td> <td>5 points</td> </tr> <tr> <td>PCNs</td> <td>5 points</td> </tr> </table>	PBDEs based on five congeners: BDE47, BDE99, BDE100, BDE153, BDE154	6 points	Dioxins/Furans	2 points	PCNs	2 points	PBDEs	15 points	Dioxins/Furans	5 points	PCNs	5 points	
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PCNs	5 points													
QUALITY CONTROL														
PR5	<p>Demonstrate extent of the use of surrogate spikes, as well as Certified Reference Material (CRMs) and Standard Reference Material (SRMs). Preference will be given for methodologies that utilize ¹³C or other</p>	10												



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	<p>stable isotope labelled surrogates to assess and ensure data quality.</p> <p><i>Identify all surrogates, CRMs and SRMs to be used.(10 points)</i></p> <p>Scoring:</p> <table border="1"> <thead> <tr> <th>10 – 8 points</th> <th>7-5 points</th> <th>4 – 0 points</th> </tr> </thead> <tbody> <tr> <td>Isotope dilution Internal C¹³ - External spike</td> <td></td> <td></td> </tr> <tr> <td>CRM - SRM</td> <td>CRM - SRM</td> <td></td> </tr> <tr> <td>Method spikes</td> <td>Method spikes</td> <td>Method spikes</td> </tr> <tr> <td>Laboratory spikes</td> <td>Laboratory spikes</td> <td>Laboratory spikes</td> </tr> </tbody> </table>	10 – 8 points	7-5 points	4 – 0 points	Isotope dilution Internal C ¹³ - External spike			CRM - SRM	CRM - SRM		Method spikes	Method spikes	Method spikes	Laboratory spikes	Laboratory spikes	Laboratory spikes						
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CRM - SRM	CRM - SRM																					
Method spikes	Method spikes	Method spikes																				
Laboratory spikes	Laboratory spikes	Laboratory spikes																				
<p>PR6</p>	<p>Percent recovery of surrogate spikes, CRMs and SRMs, as determined with blank samples.</p> <p><i>Submit recent data (within the last year). (5 points)</i></p> <p>Scoring:</p> <table border="1"> <thead> <tr> <th></th> <th>5-4 points</th> <th>3-2 points</th> <th>1 – 0 points</th> </tr> </thead> <tbody> <tr> <td>% Recovery¹</td> <td>≥ 70 %</td> <td>≥ 60 %</td> <td>≥ 50 %</td> </tr> <tr> <td>Precision²</td> <td>± ≤20 %</td> <td>± 39 %- 21%</td> <td>± ≥40 %</td> </tr> <tr> <td>Accuracy³</td> <td>± ≤20 %</td> <td>± 39 %- 21%</td> <td>± ≥40 %</td> </tr> <tr> <td>Scoring criteria Within range</td> <td>Use of CRM / SRM Extent that parameters qualify For 1,2,3</td> <td>Methods spikes Extent that parameters qualify For 1,2,3</td> <td>Methods spikes Extent that parameters qualify For 1,2,3</td> </tr> </tbody> </table>		5-4 points	3-2 points	1 – 0 points	% Recovery ¹	≥ 70 %	≥ 60 %	≥ 50 %	Precision ²	± ≤20 %	± 39 %- 21%	± ≥40 %	Accuracy ³	± ≤20 %	± 39 %- 21%	± ≥40 %	Scoring criteria Within range	Use of CRM / SRM Extent that parameters qualify For 1,2,3	Methods spikes Extent that parameters qualify For 1,2,3	Methods spikes Extent that parameters qualify For 1,2,3	<p>5</p>
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<p>PR7</p>	<p>Effectiveness of quality control program as demonstrated in relevant performance evaluation studies for the parameters of interest in biological tissues.</p> <p><i>Provide a list of all <u>relevant</u> performance evaluation</i></p>	<p>5</p>																				



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	<p><i>studies and scores within the last five years. (5 points)</i></p> <p>Scoring:</p> <p>PBDEs – 3 points Dioxins/Furans – 1 point PCNs – 1 point</p> <p>The laboratory with the most PE results with passing scores (Acceptable or Satisfactory) for each parameter of interest in relevant matrices will receive full points. The remaining laboratories will be awarded points for each parameter pro-rated to the number of PE studies they obtained with passing scores.</p>	
PROJECT MANAGEMENT		
PR8	<p>Bidder’s organization and personnel, its relevant experience in project management, contract supervision; facilities and equipment.</p> <p><i>The Bidder should demonstrate the background experience and resource capabilities of its organization and key personnel as it relates to this requirement. (5 points)</i></p> <p>Scoring:</p> <p>To be rated against ISO Guide 25 requirements for accredited analytical laboratories. 5 points = excellent 4 points = very good 3 points = good 1 points = poor 0 points = unsatisfactory</p>	5
PR9	<p>Ability to meet a 6 week turnaround time as demonstrated in previous contracts of a similar nature, and which had similar data quality objectives or results.</p> <p><i>Provide performance charts of turnaround times for like analyses. (10 points)</i></p>	10



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	Scoring: Calculated as the frequency each laboratory meets the requested retention times multiplied by 10. (ex. 95% x 10 = 9.5)	
Total	Minimum point required 65	100



**ANNEX « C »
FINANCIAL PROPOSAL**

THE BIDDER MUST NOT MODIFY THE PRESENT FORM

COMPLETE AND INCLUDE TO YOUR PROPOSAL AT CLOSING DATE

Bidder's name: _____

Address: _____

Phone number: _____

Fax number: _____

_____	\$
GST _____	\$
QST _____	\$
HST (if applicable) _____	\$
TOTAL _____	\$

I/We have authority to bind the Corporation / Partnership/Sole Proprietorship / consortium.

Name

Signature

Title

Date

ANNEX « C1 »

BASIS OF PAYMENT

Prices are to be firm unit prices in Canadian funds including Canadian customs duties, excise taxes, FOB destination including any delivery charges. Goods and Services Tax (GST) or Harmonized Sales Tax (HST) extra, as applicable.

The **cost per sample** must also include all related costs.

The actual numbers of samples to be analyzed under this RFP are not known. **The usage provided below is an estimate and is provided for evaluation purposes only.** Bidders **must** provide a unit price per analysis for each parameter detailed below indicated any co-extraction discounts.

	DESCRIPTION	UNIT PRICE PER SAMPLE				Estimated No. of analysis (E)	TOTAL COST (Multiply column D x E for line 1 to 5) (F)
		YEAR			TOTAL UNIT PRICE FOR 3 YEARS (Add A+B+C) (D)		
		CONTRACT YEAR (A)	OPTION 01 (B)	OPTION 02 (C)			
1	Analyses for polybrominated diphenyl ethers (PBDEs)	\$_____	\$_____	\$_____	\$_____	450	\$_____
2	Analyses for chlorinated dioxins and furans	\$_____	\$_____	\$_____	\$_____	100	\$_____
3	Analyses for polychlorinated naphthalenes (PCNs)	\$_____	\$_____	\$_____	\$_____	50	\$_____
4	Extracts suitable for the analysis of brominated and chlorinated flame retardants	\$_____	\$_____	\$_____	\$_____	150	\$_____
5	Extracts suitable for the analysis of chlorinated alkanes	\$_____	\$_____	\$_____	\$_____	30	\$_____
TOTAL (add line 1 to 5 of column F)							\$_____



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 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.

Signed

Date