



Environment Canada
Environnement Canada

<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	Title – Titre	
	Water Quality Monitoring North Eastern New Brunswick	
	EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 3000577553	
	Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2015.05.22	
	Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) 2015.06.30 at – à 2:00 P.M. on – le	Time Zone – Fuseau horaire
	F.O.B – F.A.B	
	Address Enquiries to - Adresser toutes questions à Isabelle MacDonald Isabelle.macdonald@ec.gc.ca	
	Telephone No. – N° de téléphone 902-426-5897	Fax No. – N° de Fax 902-426-2690
	Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2015-06-01	
	Destination - of Services / Destination des services New Brunswick	
Security / Sécurité No Security included		
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur		
Telephone No. – N° de téléphone	Fax No. – N° de Fax	

	<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p> <p>Signature Date</p>
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TITLE: Water Quality Sampling/Monitoring for Northeastern New Brunswick

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security and Insurance

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Identification of Sampling Areas – Northeastern New Brunswick, Environment Canada Marine Sampling Station Maps for North-East New Brunswick, Marine Water Quality Sampling Station Descriptions for Northeastern New Brunswick, Environment Canada Water Quality Sampling Protocol and Evaluation Report of Water Sample Collection

The Annexes include the Statement of Work, the Basis of Payment, Mandatory Technical and Point Rated Technical Criteria and Insurance Requirements

2. Summary

2.1 Environment Canada has a requirement for Marine Water Quality Monitoring/Sampling in Northeastern, New Brunswick as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from date of contract award to March 31, 2016. Environment Canada required annual bacteriological water quality surveys of bivalve molluscan shellfish growing areas in order to evaluate whether the classified harvest areas continue to meet the Canadian Shellfish Sanitation Program (CSSP and (American) National Shellfish Sanitation Program (NSSP) classification standards. This requirement requires surveying in selected shellfish growing areas throughout Northeastern New Brunswick.

The CSSP has the primary objective of protecting public health from the consumption of contaminated bivalve molluscan shellfish by controlling harvesting of shellfish in Canada. It is the first point of sanitary control. Under the CSSP, commercially harvested shellfish

growing areas require annual review of sanitary conditions and bacteriological water quality sampling at key monitoring stations.

- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

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

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 dated 2014-09-25 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: "send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;"

At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: "Deleted"

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: "the Procurement Business Number of each member of the joint venture,"

Insert: "Deleted"

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: "Deleted"

2. Submission of Bids

Bids must be submitted to Environment Canada (EC) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;

- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or 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 Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;

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

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

4. 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 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.

5. Applicable Laws

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

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.

6. Basis for Canada's Ownership of 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:

- Statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information;
- the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (three hard copies)

Section II: Financial Bid (three hard copies)

Section III: Certifications (three hard copies)

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; and
- 3) print on both sides of the paper.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability as applicable and describe their approach 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 bid, Canada 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 addressed.

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders should include the following information in their financial bid:
 - (a) Their legal name; and
 - (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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 Canada will evaluate the bids.

1.1 Technical Evaluation

Except where expressly provided otherwise, the experience described in the bid must be the experience of the Bidder itself (which includes the experience of any companies that formed the Bidder by way of a merger but does not include any experience acquired through a purchase of assets or an assignment of contract). The experience of the Bidder's affiliates (i.e. parent, subsidiary or sister corporations), subcontractors, or suppliers will not be considered.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria – See Annex "C"

1.1.2 Point Rated Technical Criteria – See Annex "C"

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria – See Annex "B"

1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs 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 criteria; and
 - c. obtain the required minimum points specified for each criterion for the technical evaluation, and
 - d. obtain the required minimum of 210 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 300 points.

2. Bids not meeting a, b, c, d, will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	115 / 135	89 / 135	92 / 135
Bid Evaluated Price	55 000,00 \$	50 000,00 \$	45 000,00 \$
Technical Merit Score (Calculations)	$115 / 135 \times 60 = 51.11$	$89 / 135 \times 60 = 39.56$	$92 / 135 \times 60 = 40.89$
Pricing Score (Calculations)	$45 / 55 \times 40 = 32.73$	$45 / 50 \times 40 = 36,00$	$45 / 55 \times 40 = 40,00$
Combined Rating	83,84	75,56	80,89
Overall Rating	1st	3rd	2nd

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada 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.

1. Certifications Required Precedent to Contract Award**1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

- Proof of boat operator certification as noted in Annex "A" 4.2.3

PART 6 – SECURITY AND INSURANCE

1. Security Requirement

There is no Security Requirement.

2. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B dated 2014-09-25, General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

At Section 19 Copyright

Delete: In its entirety

Insert: "Deleted"

3. Security Requirement

3.1 There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of contract award to March 31, 2016.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Isabelle MacDonald
Title: Procurement Officer
Organization: Environment Canada
Procurement and Contracting Division
Address: 45 Alderney Drive
Dartmouth, NS
B2Y 1B8
Telephone: 902-426-5897
E-mail address: isabelle.macdonald@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 anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for the Contract is: To be determined at contract award

Name:
Title:
Organization:
Address:

Telephone:
Facsimile:
E-mail address:

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical 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.

5.3 Contractor's Representative

To be determined at contract award.

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of \$ _____. Customs duties are included and Applicable Taxes are extra.

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

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8. Invoicing Instructions

8.1 Progress Payments

- 8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.
- 8.1.2 Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to ninety percent of the amount claimed and approved by Canada if:
- (a) an accurate and complete claim for payment in the form of an itemized account and any other documents required by the Contract is submitted in accordance with the invoicing provisions of the Contract;
 - (b) the amount claimed is in accordance with the basis of payment;
 - (c) the total amount for all progress payments paid by Canada does not exceed ninety percent of the total amount to be paid under the Contract;
 - (d) all such documents have been verified by Canada;
 - (e) the work delivered has been accepted by Canada.
- 8.3 The balance of the amount payable, for each annual survey season, will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- 8.4 Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

9. Certifications

9.1 Compliance

Compliance with the certifications 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 or 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.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B General Conditions - Professional Services (Medium Complexity) 2014-09-25 as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Mandatory and Rated Requirements;
- (f) Annex D, Insurance Requirements;
- (g) the Contractor's bid dated _____,

12. Insurance

12.1 Insurance Requirements – Specific requirement

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance

ANNEX A STATEMENT OF WORK

Marine Water Quality Monitoring Atlantic Region Annual Sampling Requirement for Northeastern New Brunswick, 2015 – 2018

1. Introduction

The Canadian Shellfish Sanitation Program (CSSP) has the primary objective of protecting public health from the consumption of contaminated bivalve molluscan shellfish by controlling harvesting of shellfish in Canada. It is the first point of sanitary control. Under the CSSP, commercially harvested shellfish growing areas require annual review of sanitary conditions and bacteriological water quality sampling at key monitoring stations. A minimum of five water samples must be collected at each station.

Public health protection is required due to the filter-feeding mechanism of bivalve molluscs (clams, oysters, mussels, etc.) which can concentrate, in their meats, potentially pathogenic bacteria and viruses found in growing waters polluted by fecal matter of human or animal origin. Many consumers prefer to eat shellfish that are partially cooked, such as steamed clams, or raw, as in the case of oysters. Thus, elevated concentrations of live and potentially harmful microorganisms may be ingested.

A bilateral Memorandum of Understanding between Canada and the United States of America on sanitary control of shellfish was signed in 1948 to ensure wholesomeness of shellfish harvested in both countries. In support of the Agreement, the CSSP Manual of Operations currently requires all classified shellfish harvesting areas to be surveyed annually for water quality. This shellfish growing area survey and classification work is the responsibility of Environment Canada's Marine Water Quality Monitoring Section.

2. General objective

To carry out annual bacteriological water quality and shoreline sanitary surveys of bivalve molluscan shellfish growing areas in order to evaluate whether the classified harvest areas continue to meet the Canadian Shellfish Sanitation Program (CSSP) and (American) National Shellfish Sanitation Program [NSSP] classification standards. This requirement requires surveying in selected shellfish growing areas throughout northeastern New Brunswick from New Mills to Portage Island.

The initial proposed period of work for northeastern New Brunswick would be from date of contract award (estimated around mid June, 2015) to March 31, 2018. Environment Canada may extend and expand the mandate of this requirement for an extra two years (April 1st 2016 to March 31st, 2017 and April 1st 2017 to March 31st, 2018).

During each survey season (i.e., 2015, 2016 & 2017), samples are to be collected at 376 discrete monitoring sites on five (5) occasions (one sample per station per sampling run) in twenty-six (26) shellfish growing area sub-sectors principally from May to November, except for 2015 when sampling will occur mainly between June and November (Appendix 1). Two of the latter subsectors may be sampled only twice per year, in accord with the CSSP Remote Area policy.

Locations and descriptions of the shellfish growing area sample sites are provided as Appendices 2 and 3. Additional sampling runs could be added, in consultation with the contractor, to the initial sampling plan if required in order to respond to evolving program needs. Collection, analysis and submission of all water quality data are to be completed and provided to Environment Canada by February 28th each year.

3. Particular objectives

The work includes the following specific deliverables:

- collection of marine water samples ;
- bacteriological analyses of water samples for fecal coliform bacteria by an approved CSSP or ISO/ IEC 17025 Accredited Laboratory ; utilizing the Fecal Coliform Direct Test, A-1 Medium (Reference method can be found in : Standard Methods for the Examination of Water and Wastewater, APHA, 2005, 21st Ed. Section 9221 E, 2).
- measurement of various physical and meteorological factors ;
- inscribe survey data and analytical results onto laboratory data sheets (supplied by Environment Canada) and also enter this information into the Environment Canada Atlantic Shellfish Growing Area Database (ASGAD) computer software (software to be supplied by EC). Whereas copies of laboratory data sheets are to be provided to Environment Canada each week, electronic ASGAD files are to be provided every two weeks;
- verification of sampling station position accuracy by plotting GPS datatracks from each sampling run onto an electronic station map and by reporting any significant variance in position (i.e., > 10m).

4. Statement of work

4.1 Working team

Environment Canada will require that only one person (project manager) from the working team be responsible for communication with the EC Project Authority.

The members of the working team (i.e. project manager) proposed by the contractor are expected to remain in their positions for the whole term of the contract. Any change in project leader must be approved by the EC Contracting Authority. All modifications in the team composition must also be approved by the EC Contracting Authority.

4.2 Water Quality Sampling

The 2015 deliverables will include approximately 1871 water quality samples from twenty-six (26) shellfish growing areas as outlined in Appendix 1. This mandate may be expanded for two additional years (2016 and 2017). In addition, up to 70 water samples will be collected and analyzed for fecal coliform bacteria in support of the Baie de Caraquet and Tabusintac River conditional area management plans. The total yearly deliverable is therefore around 1941 samples collected and analysed.

The contractor must provide all equipment and materials to conduct the work. A detailed list of the equipment provided must be included in the contractor's proposal. It is anticipated that the water quality sampling contractor will need to be on the water 1 - 3 hours per sampling day.

Shellfish subsector boundary descriptions and the number of water quality stations to sample are presented in Appendix 1. These subsectors will be the focus of detailed classification and

must be sampled principally from June to November 2015, and May to November each additional year of the contract, according to a survey schedule established in consultation with the Project Authority. Subsector maps showing sampling station locations are provided as Appendix 2.

Sampling station descriptions and geographic coordinates are provided as Appendix 3. Subsectors are not to be subdivided in any way. The laboratory capacity is to be adequate to analyze all samples collected on any given day.

If additional sampling runs are to be added to the present plan, the Project Authority will submit to the EC Contracting Authority a document detailing the supplementary sampling required. Upon its receipt from the EC Contracting Authority, the contractor will submit a confirmation of capability and cost to the EC Contracting Authority for the additional sampling runs.

4.2.1 Water Sampling Procedure

Water samples will be collected at the surface (20 cm) at each station according to strict EC sampling protocols (see Appendix 5). Water samples are to be collected and analyzed preferably within an eight hour period. THIS IS A VERY IMPORTANT REQUIREMENT. If an extension to the eight hour sampling time period is anticipated, the contractor is required to obtain approval from the Project Authority prior to the sampling run. Sample holding times are a critical quality control point. Under all circumstances, sample analysis is to be performed as soon as possible after samples are received at the laboratory.

When planning a sampling program the contractor is required to take various factors into consideration. The shellfish areas will be sampled according to a randomly selected pre-determined schedule (weather permitting). A consistent method of dealing with variations to the sampling schedule will be carried out as detailed in the contractor's proposal. Utilizing a randomized schedule will make it possible to encounter various hydrological, meteorological, or land-use conditions. Moreover, a 2-3 week minimum period should be respected between each sampling run in a same area, unless specifically authorised or requested by the Project Authority. Less time lapse between sample runs will be accepted in 2015 in the event that delays in the contract award process forces a late start date for the 2015 field season.

Sample station location maps will be provided by EC and all stations must be verified utilising a Global Positioning System (GPS) and relevant visual reference points. Acceptable coordinate systems shall be either UTM Grid Reference or Lat/Long (in decimal degree). The contractor is required to validate the correct position of each sampling station utilising a GPS device during every sampling run in each survey area. Changes to locations of sampling stations will be authorised only in consultation with the Project Authority.

For verification purposes, all sampling runs must be tracked by GPS, and each sample station tagged (with a corresponding waypoint clearly labelled) at the time of sampling. **The sampling run data track must be subsequently downloaded to a computer and the points sampled compared for precision against an electronic map (or database) of pre-established sampling station locations.** Any position variances greater than 10 metres are to be reported to the Scientific Authority before the next scheduled sampling run.

A field log book must be used to record field observations and information relative to each sampling run as per the EC Sampling Protocol (Appendix 4). All field log books must be kept and provided to Environment Canada at the end of each sampling season.

4.2.2 Survey Procedure Evaluation

Sampling quality control will be conducted by Environment Canada. Training and “onboard” field audits of water quality sampling activities will be scheduled in consultation with the contractor. The CSSP Evaluation Report of Field Activity is included in Appendix 5, and Environment Canada reserves the right to add other control points as required.

4.2.3 Health and Safety

For safety reasons, EC requires that each boat have 2 properly trained crew members onboard at all times during surveys: a chief operator and a sampler. All chief boat operators must be licensed for and be familiar with small craft operation in coastal waters. They must also be proficient in reading marine charts, radio operation, Atlantic coast weather report interpretation and routine boat/motor maintenance. In the event of mechanical break-downs, the chief operator must be prepared to expedite repairs or acquire a replacement boat so that sampling will proceed uninterrupted. The sampler must also be familiar with the above procedures in the event that the operator is not capable of performing them. All boat operators must meet Transport Canada regulations that pertain to the activity and class of vessel utilised to conduct the work. Proof of boat operator certification will be provided to EC prior to contract award.

While conducting this work on behalf of EC, the contractor and employees will be expected to respect “rules of the road” as applied to appropriate boating behavior. This includes speed restrictions in harbours and in the vicinity of Aquaculture sites and other floating operations. Common sense must be applied to the behavior carried out by the sampling crews while conducting work on behalf of Environment Canada.

It is to be anticipated that unfavourable weather conditions will be encountered periodically during the course of conducting surveys. The decision to suspend a sampling run, due to dangerous weather conditions or any other potentially hazardous condition lies completely with the contractor and the chief boat operator. If a sampling run is rescheduled due to inclement weather or unforeseen mechanical difficulties, this decision should be communicated to the Project Authority as soon as possible.

Past experience of EC field staff conducting sampling in northeastern New Brunswick would suggest the sampling conditions (extent of survey area, influence of tide & wind, and the need to navigate in very shallow nearshore waters) favours the use of a shallow draught 4.3 metre (14 ft) to 6.1 metre (19 ft) runabout or rigid hull inflatable watercraft equipped with a 50 to 90-HP motor. Deep-V cruisers are not suitable for this type of work as most sample sites are located in the intertidal zone. All boats are to be capable of being trailered with vehicles provided by the contractor. The craft used must be fitted with all equipment required by Canadian Laws, according to its class and commercial use.

The firm selected must comply with the safety conditions for small commercial vessels recommended by Transport Canada (TC). The consultant must demonstrate (with supporting evidence) to the EC scientific authority that all crafts used for the sampling and quality control (evaluation) have been inspected by TC (notice of inspection for small vessels) before the start of operations and satisfy TC standards, to assure the security of everyone on board.

Marine safety information can be found on the following Transport Canada Internet sites:

1. *Canada Shipping Act, 2001* (S.C. 2001, c. 26) - <http://lois-laws.justice.gc.ca/eng/acts/C-10.15/>
2. *Small Vessel Regulations* (SOR/2010-91) - <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2010-91/>

3. Vessel Registration Office - <http://www.tc.gc.ca/eng/marinesafety/oep-vesselreg-menu-728.htm>
4. General information on the equipment and water safety for small vessels - <http://www.tc.gc.ca/eng/marinesafety/debs-small-vessels-menu-2258.htm>
5. General information on small vessels: <http://www.tc.gc.ca/marinesafety/menu.htm>
6. Small Commercial Vessel Safety Guide - TP 14070 E (2010) - <http://www.tc.gc.ca/eng/marinesafety/tp-tp14070-menu-1648.htm>
7. Small vessel inspection - <http://www.tc.gc.ca/eng/marinesafety/debs-small-vessels-inspection-309.htm>
8. Small Vessel Compliance Program (SVCP) - <http://www.tc.gc.ca/eng/marinesafety/svcp-menu-3633.htm>

4.3 Laboratory Analysis

Water quality samples must be processed in an ISO/ IEC 17025:2005 accredited laboratory. The contractor shall demonstrate in the proposal submission which laboratory facility will be used and provide copies of relevant laboratory accreditation certificates. For laboratories awaiting their accreditation certificates, the contractor will provide proof of accreditation inspection and a written letter from the accrediting body confirming that certificates will be issued before contract award date.

The following web sites could be consulted as references: Standards Council of Canada <http://www.scc.ca/> and Canadian Association for Laboratory Accreditation-CALA (<http://www.cala.ca/>).

The contractor will be responsible for paying all costs associated with the water sample collection, transportation, and analysis.

4.3.1 Methodology

The conventional bacteriological analysis method of fifteen fermentation tubes with three dilutions (5-5-5), using A-1 culture medium, will be employed (APHA, 2005, 21st Ed. Standard Methods for the Examination of Water and Wastewater Section 9221 E, 2. Fecal Coliform Direct Test (A-1 Medium) p. 9-56 to 9-57). The indicator to be measured is the most probable number (MPN) fecal coliform level per 100 mL of sample water. The laboratory must ensure the quality of its analyses by performing a method validation, various internal quality controls and participation in an external proficiency testing program. Laboratories must meet the quality control requirements outlined in the CSSP checklist, Appendix 6 or ISO /IEC 17025 Standard. in accordance with guidelines included in the following manuals: Recommended Procedures for the Examination of Sea Water and Shellfish (Fourth Ed., 1970) and Standard Methods for the Examination of Water and Wastewater (APHA, 2005, 21st Ed. Section 9221 E, 2.).

4.3.2 Quality Assurance Program

ISO/ IEC 17025:2005 requires laboratories to implement and maintain a Laboratory Quality Assurance Program.. In addition, the laboratory must participate in an external Proficiency Testing program at least once a year, and within the first two months of processing samples. Results of this participation must be provided to the EC Project Authority for review.

4.3.3 Laboratory Space and Equipment

The contractor must provide sufficient laboratory space and necessary equipment to carry out the present requirement. All laboratory facilities and equipment must meet requirements as per ISO/IEC 17025:2005 Standards.

Supplies, material and personal protective equipment necessary for sampling and bacteriological analysis will be provided by the contractor.

4.3.4 Disposal of Waste and Biohazardous Material

When disposing of used or unused culture media and contaminated laboratory materials the contractor must ensure all waste is sterilized / neutralized and confined (bagged/ boxed) before disposing according to local waste disposal regulations. The contractor should use environmentally safe and recyclable products where possible.

4.3.5 Laboratory location

Water samples should be collected and analyzed within an eight hour period. Sample analysis is to be performed as soon as possible after samples are received at the laboratory. This is a very important requirement.

The laboratory water supply must meet Canadian drinking water standards (CDWS). To meet this requirement, the contractor must provide proof that the supplied water meets the CDWS. In addition, the contractor must provide the Project Authority with a report of chemical analyses of the reagent grade water at the discharge outlet of the laboratory's water purification / treatment system, one month after the start of the field sampling work; in each year of the contract. The chemical analysis must be conducted by an accredited laboratory for trace dissolved metals (specifically chromium, cadmium, copper, nickel lead and zinc), and heavy metals.

Reagent grade water must also be tested routinely for chlorine, conductivity, pH and heterotrophic plate count.

4.3.6 Laboratory Evaluation/ Audit

Laboratory evaluations will be carried out by Environment Canada or ISO/ IEC 17025 auditors (as appropriate) at least once a year. Additional control points and/ or inspections can be added by Environment Canada, if deemed necessary.

4.4 Data compilation and survey reports

4.4.1 Sampling Plan

An annual sampling plan on field and laboratory activities must be provided to the Project Authority at least 2 weeks prior to the commencement of each field season. If, for reasons beyond the control of the field team, the survey area scheduled to be sampled cannot be carried out as planned, a notice of this situation must be given to the Project Authority by telephone on the same day.

In addition, the contractor must provide a list of georeferenced launching sites to be used for sampling each subsector.

4.4.2 Report and Data Entry

The laboratory bacteriological results sheets for each sampling run will be provided to the Project Authority weekly by e-mail (scan), fax or in person. This laboratory information, together with any supporting field notes, must be entered into the Atlantic Shellfish Growing Area Database (ASGAD) management system. Environment Canada will provide this software to the contractor to use exclusively for the purpose of the contract. Environment Canada will retain all rights, ownership and exclusive control of this software. Electronic updates of the ASGAD data files must be provided bi-weekly to the Project Authority. Water quality data will be in ASGAD database (*.dbf) format.

5. Delivery product and deadline

<u>Product</u>	<u>Deadline 2015</u>	<u>Deadline 2016</u>	<u>Deadline 2017</u>
Annual sampling plan	within 1 week of contract award	Mid April 2016	Mid April 2017
Laboratory results data sheets of individual sampling runs	Weekly	Weekly	Weekly
Data entry on ASGAD database and electronic copy to Project Authority	Bi-weekly. Final dataset 2 weeks after end of water sampling, or December 15 th , whichever is sooner.	Bi-weekly. Final dataset 2 weeks after end of water sampling, or December 15 th , whichever is sooner.	Bi-weekly. Final dataset 2 weeks after end of water sampling, or December 15 th , whichever is sooner.
Comment period ends	February 15, 2016	February 15, 2017	February 15, 2018
Final verified data	February 28, 2016	February 28, 2017	February 28, 2018

6. Various

- All the meetings will be held in French or English and all the written reports must be presented in English. Report format will be determined later.
- Project monitoring will be ensured through periodic meetings or conference-calls at which time work progress will be presented: before work begins, during the sampling period, and upon completion of the field work. Other meetings or conference-calls may be added as the project progresses.
- Environment Canada reserves the right to modify the sampling of certain subsectors and to redistribute the work to other subsectors to be done in the same area while respecting the sampling schedule and the need to prevent any additional cost.
- Environment Canada reserves the right to reduce the number of samples in a given sampling plan during the course of the mandate. This may occur if the allocated financial resources of the program are reduced. The total cost of the contract will be reduced accordingly.
- Bacteriological analysis results and any other information obtained from the surveys are confidential and remain the property of Environment Canada.
- Should additional sampling surveys be added to the planned schedule, each additional sample will be paid in accordance with the contract's Basis of Payment.

7. Bibliographical references

- APHA (American Public Health Association) 1970. Recommended Procedures for the Examination of Seawater and Shellfish, Fourth Edition, Greenberg, A.E. et D.A. Hunt (ed.), Washington, D.C., 144 pages.
- Official Methods of Analysis of the Association of Official Analytical Chemistry, Thirteenth Edition, 1980, AOAC.
- Standard Methods for the Examination of Water and Wastewater, APHA, 2005, 21st Ed. Section 9221 E, 2.

Canadian Shellfish Sanitation Program, Manual of Operations, Government of Canada, 2003.

- <http://www.inspection.gc.ca/food/fish-and-seafood/manuals/canadian-shellfish-sanitation-program/eng/1351609988326/1351610579883>

**ANNEX B
BASIS OF PAYMENT**

You will be paid your costs reasonably and properly incurred for the performance of the work as follows;

1.	For the period from the date of the contract to 31 March 2016	Extended Price (sample rate x estimated number of samples)
	\$ _____ per water sample (sampled, analyzed and reported) for an estimated 1941 samples	\$ _____
	Total Estimated Cost: Contract award date to 31 March 2016	\$ _____

Option Period #1

2.	For the period from 1 April 2016 to 31 March 2017	Extended Price (sample rate x estimated number of samples)
	\$ _____ per water sample (sampled, analyzed and reported) for an estimated 1941 samples	\$ _____
	Total Estimated Cost: 1 April 2016 to 31 March 2017	\$ _____

Option Period #2

3.	For the period from 1 April 2017 to 31 March 2018	Extended Price (sample rate x estimated number of samples)
	\$ _____ per water sample (sampled, analyzed and reported) for an estimated 1941 samples	\$ _____
	Total Estimated Cost: 1 April 2017 to 31 March 2018	\$ _____

The minimum guaranteed level of effort for this requirement is 20% of the maximum contract value.

**ANNEX C
TECHNICAL EVALUATION CRITERIA - NORTHERN NEW BRUNSWICK**

Title - Collect and Analyze Marine Water Samples

Mandatory Evaluation Criteria

1. Proposals MUST meet all of the following mandatory requirements. Proposals must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Those not meeting all of these mandatory requirements will be given no further consideration.

2. The mandatory evaluation criteria are:

ATTENTION BIDDERS: WRITE THE RELEVANT PAGE NUMBER (S) FROM YOUR PORPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

Mandatory Evaluation Criteria	Page	Met	Not Met
<p>M1. Lab has ISO 17025 certification with scope to perform fecal coliform analysis using A-1 culture medium in fifteen tube, three dilutions (5-5-5) method as per statement of work section 4.3.1</p> <p>(Proof of ISO 17025 certification must be submitted with your bid. A photocopy of the document is acceptable).</p>			

Point-Rated Evaluation Criteria

1. In addition to meeting all of the mandatory requirements, the proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section.

2. When citing past projects as examples, details should be including information such as:

- a. Project descriptions and overview of deliverables;
- b. Start and end time (month / year) of the project and specify actual time period (months, years) (if applicable) spent on the project;
- c. Role and responsibilities of your company within the project, including a description of the services provided to the client and type of deliverables; and
- d. Identify the client organization (provide references). Include the client contact name for which the work was directly performed and contact information. Note that contact information for any reference cited should include contact name, title and current telephone number

3. Personnel resumes used within the context of the proposal should provide detail regarding the qualifications, relevant experience, and expertise of the proposed team member(s), including a summary/description of their past projects. Note that contact information for any reference cited should include contact name, title, and current e-mail address and telephone number.

4. Note that in support of paragraphs 2 and 3 above, the evaluation team reserves the right to contact any reference provided.

5. The point-rated evaluation criteria are:

ATTENTION BIDDERS: WRITE THE RELEVANT PAGE NUMBER (S) FROM YOUR PORPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW. YOUR PROPOSAL MUST DEMONSTRATE THESE CRITERIA

Point Rated Evaluation Criteria (max 300 points/ min 210 points overall)	Page	Max Value	Score
I- UNDERSTANDING OF MANDATE 180 points/ Min 126)			
a) Demonstrate understanding of scope & objectives (20 points / min 14)			
1. General background of CSSP and public health implications of shellfish contamination		6.0	
2. Environmental factors affecting survey delivery and data quality		8.0	
3. Importance for data quality of minimizing time delay between sampling & analysis		6.0	
b) Work plan feasibility, approach, schedule (115 points/ min 80.5)			
i) Field Work (80 points / min 56)			
1. Organization & coordination of field team(s) work		3.0	
2. Coordination of field and lab team (incl. communication plan & late sample arrival at lab)		1.0	
3. Flexibility of field crew to work after normal hours in response to changing conditions		5.0	
4. Contingency to reschedule lost sampling days without affecting entire schedule by domino effect		1.0	
5. Provides details on sampling approach & schedule (daily); i.e., realistic sampling plan coverage per day		30.0	
- Approach is sound, competent, with details on sampling an entire growing area (30 points)		- 0.0	
- Approach is sufficient (15 points)		-15.0	
- Approach is not acceptable (0 points)		-30.0	
6. Provides details on delivering samples to lab within prescribed 8 hour sampling requirement		40.0	
- Details on delivery within 6 hours of collection (40 points)		- 0.0	
- Details on delivery within 8 hours of collection (32 points)		-8.0	
- Details on delivery beyond 8 hours of collection (0 points) -			
Reject bid		-40.0	
ii) Lab Work (35 points / min 24.5)			

<p>Lab should provide details on ability to process field samples as per item 2 below, on flexible schedule, and on customer priority basis</p> <ol style="list-style-type: none"> 1. Flexibility of lab to work after normal hours in response to unforeseen field delays 2. Analysis of samples soon after reception by laboratory <ul style="list-style-type: none"> - Analysis within 2 hours of reception (10 points) - Analysis within 4 hours of reception (5 points) - Analysis beyond 4 hours after reception (0 points) - Reject Bid 3. Planning media preparation & workload in anticipation of field sampling (communication) <ul style="list-style-type: none"> - Plan is sound, competent and laboratoty can process all of the scheduled samples that day (17 points) - Plan is sufficient (8.5 points) - Plan is not acceptable (0 points) 4. Contingency plans for equipment breakdown or interruption (e.g. loss of power) in order to reduce potential loss of sample integrity 		<p>5.0</p> <p>10.0</p> <p>- 0.0</p> <p>-5.0</p> <p>-10.0</p> <p>17.0</p> <p>- 0.0</p> <p>-8.5</p> <p>-17.0</p> <p>3.0</p>	
	Page	Max Value	Score
<p>c) Recognition of direct & peripheral problems, solutions's proposed (25pts /min 17.5)</p>			
<ol style="list-style-type: none"> 1. Provide contingency plan for personnel issues such as vacation, sick leave, termination of field personnel 		5.0	
<ol style="list-style-type: none"> 2. Identify potential field related problems and possible solutions <ol style="list-style-type: none"> i) Equipment problems (eg., outboard failure; flat tire, trailer wheel hub failure, ...) 		5.0	
<ol style="list-style-type: none"> ii) Field conditions (eg., wind, tides, fog, lightning, traffic, delayed arrival at lab...) 		5.0	
<ol style="list-style-type: none"> 3. Provides types of lab related problems and possible solutions <ol style="list-style-type: none"> i) Equipment problems 		4.0	
<ul style="list-style-type: none"> - eg., break down, power failure, circulator low water shut off 		4.0	
<ol style="list-style-type: none"> ii) Media & Culture problems <ul style="list-style-type: none"> - eg., cultures 24h at 35°C due to circulator low water shut off (sol'n: re-inoculate pos. & reincubate at 44.5°C) 		3.0	
<ul style="list-style-type: none"> - eg., media failure due to failed water quality test (sol'n: prepare media well ahead of time) 		3.0	
<p>d) Appropriate equipment for the task (20pts /min 14)</p>			
<ol style="list-style-type: none"> 1. Must provide details on sampling equipment (type & size of boat, outboard motors, etc) 			
<ol style="list-style-type: none"> i) Boat(s) capable of sampling very shallow waters (near shore) yet of sufficient speed to meet the < 8 hour sampling requirement, and sufficiently sea worthy to occasionally sample during rough sea conditions. 		15.0	
<ol style="list-style-type: none"> ii) Boat design allows one to safely take water samples from the bow area. 		5.0	

<p>II- STAFF EXPERIENCE AND STABILITY (60 points/ Min 42)</p> <p>i) Project manager (30 points / 21 min)</p> <p>1. Project manager education & qualifications</p> <ul style="list-style-type: none"> - University degree (6 points) 6.0 - University degree in science field with recognized knowledge of biology (4 point) 4.0 - Experience coordinating & managing projects of comparable scope within the last five years (6 points) 6.0 - Experience in supervising work teams within the last five years (5 points) 5.0 - Experience supervising work teams in the marine environment within the last five years (5 points) 5.0 <p>2. Length of time within the company or organisation 4.0</p> <ul style="list-style-type: none"> - > 3 Years (4 points) - 0.0 - 2 - 3 Years (2 points) -2.0 - 1 - 2 Years (1 point) -3.0 - < 1 Year (0 points) -4.0 			
	Page	Max Value	Score
<p>ii) Field personnel capability (30 points / 21 min)</p> <p>1. Field leader (field technician) (25 points / 17.5 min)</p> <p>a) Qualifications & experience</p> <ul style="list-style-type: none"> - Collegial diploma (or higher) (5.0 points) 5.0 - Experience handling motor boats in the marine environment within the last 5 years 5.0 - Experience in supervision of field teams within the last 5 years 5.0 - Experience in material and sampling management within the last 5 years 5.0 - Experience in water quality sampling within the last 5 years 3.0 <p>b) Length of time within the organisation 2.0</p> <ul style="list-style-type: none"> - > 3 Years (2 points) 0.0 - 2 - 3 Years (1 point) -1.0 - 1 - 2 Years (0.5 points) -1.5 - < 1 Year (0 points) -2.0 <p>2. Assistant technician (5 points / 3.5 min) 5.0</p> <ul style="list-style-type: none"> - Experience in marine water quality sampling (5 points) - 0.0 - Experience of field work in the marine environment (3.5 points) -1.5 			
<p>III- COMPANY CAPABILITY & EXPERIENCE (50 points/ min 35 points)</p> <p>a) Company capability (30 points / 21 min)</p>			

<p>Provides examples of previous experience related to similar projects</p> <ul style="list-style-type: none"> - Proven success completing two or more, similar large scope projects in marine water quality monitoring and analysis within the last 5 years (25 -30 points) - Demonstrated success completing at least one, similar large scope project in marine water quality monitoring and analysis within the last 5 years (21 - 24 points) - Limited directly related projects (21 points) - No directly related projects (0 points) <p>b) Company stability (years in business) (10 points / 7 min).</p> <ul style="list-style-type: none"> - 1 - 5 Years (Two points per year) - < 1 Year (0 points) <p>c) Adequacy of team (10 points / 7 min)</p> <ol style="list-style-type: none"> 1. Provides assurance of planned field team personnel availability 2. Provides details on field personnel back-up capability 		<p>30.0</p> <p>10.0</p> <p>5.0</p> <p>5.0</p>	
	Page	Max Value	Score
<p>IV- ENVIRONMENTAL QUALITY OF OPERATION (10 points/ 7 min)</p> <ol style="list-style-type: none"> 1. Company has environmental policy statement 2. Use of eco-friendly practices & products such as: <ul style="list-style-type: none"> - Use of high test gasoline in vehicles & outboard motors - Four cycle outboards or 2 stroke equivalent re 5 star environmental performance (i.e., California) - Use of recycled products (paper, motor oil, etc) - Waste reduction practices - Use of energy efficient lighting <p>(Scoring of 2 points per significant category, to max. of 8 points)</p>		<p>2.0</p> <p>8.0</p>	

ANNEX D INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

