



<p>RETURN BIDS TO:</p> <p>Bid Receiving - Environment Canada</p> <p>800 rue de la Gauchetière Ouest, bureau 7810 Montréal (Québec) H5A 1L9</p> <p>BID SOLICITATION</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>Title</p> <p>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>EC Bid Solicitation No. /SAP No. <i>3000586510</i></p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) <i>Tuesday August 11, 2015</i></p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) –</p> <p>at 2:00 P.M. on September 21, 2015</p>	<p>Time Zone Eastern Standard Time</p>
	<p>F.O.B</p>	
	<p>Address Enquiries to Marie-Christine Blais</p>	
	<p>Telephone No. 514 496-1929</p>	<p>Fax No. – N° de Fax 514-283-4439</p>
	<p>Destination - of Services</p> <p>Burlington (ONT)</p>	
	<p>Vendor/Firm Name and Address -</p>	
	<p>Telephone No.</p>	<p>Fax No.</p>
	<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print)</p>	
	<p>Signature</p>	<p>Date</p>

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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)

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 Financial Security Requirements includes specific requirements that must be addressed by bidders; and

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

The Annexes include the Statement of Work and the Basis of Payment.

2. Summary

2.1 Environment Canada has a requirement for analysis services as detailed in the Statement of Work, Annex A to the bid solicitation. It is intended to result in the award of a contract with a contract period from the date of issuance of contract to March 31st, 2016, including the option to extend the contract for a maximum of two (2) additional periods of one (1) year each.

2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions: 2003.

2.3 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.

2.4 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

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

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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of 2003 and this document, this document prevails.

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: “Bids may be submitted by facsimile if specified in the bid solicitation.”

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”

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: “sixty (60) days”

Insert: “one hundred and twenty (120) days”

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 with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. 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 favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at **least 10 days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. Applicable Laws

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

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

7. 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:

- 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

- (a) Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (3 hard copies)

Section III: Certifications (3 hard copies)

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

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

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

(c) **Canada's Policy on Green Procurement:** 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:

- I. use paper containing fiber certified as originating from a sustainably-managed forest and containing a minimum of 30% recycled content; and
- II. 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.

2. Section I: Technical Bid

2.1 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 and describe their approach in a thorough, concise and clear manner for carrying out the work.

2.2 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.

2.3 Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

3. Section II: Financial Bid

- 3.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 3.2 Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 3.3 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.
- 3.4 **Blank Prices:** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No bidder will be permitted to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

4. Section III: Certifications

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID PRESENTATION SHEET**

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid. The estimated number of samples in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with the estimates provided. The cost per sample must include all related costs.

A bidder must submit only one Financial Bid Presentation sheet with its bid. Should a bidder submit more than one Financial Bid Presentation Sheet, its bid will be disqualified and will receive no further consideration.

CONTRACT YEAR					
DESCRIPTION		(aa) Estimated No. of analysis	(bb) UNIT PRICE	(cc) TOTAL COST Multiply column aa X bb	
1	Analyses for polybrominated diphenyl ethers (PBDEs)	300	\$_____	\$_____	
2	Analyses for chlorinated dioxins and furans	60	\$_____	\$_____	
3	Analyses for polychlorinated naphthalenes (PCNs)	50	\$_____	\$_____	
4	Extracts suitable for the analysis of brominated and chlorinated flame retardants	300	\$_____	\$_____	
5	Extracts suitable for the analysis of chlorinated alkanes	300	\$_____	\$_____	
TOTAL COST (Add line 1 to 5 for column cc)				\$_____	
				(A)	

CONTRACT OPTION 01					
DESCRIPTION		(aa) Estimated No. of analysis	(bb) UNIT PRICE	(cc) TOTAL COST Multiply column aa X bb	
1	Analyses for polybrominated diphenyl ethers (PBDEs)	150	\$_____	\$_____	
2	Analyses for chlorinated dioxins and furans	30	\$_____	\$_____	

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	150	\$_____	\$_____
TOTAL COST (Add line 1 to 5 for column cc)				\$_____ (B)

CONTRACT OPTION 02				
	DESCRIPTION	(aa) Estimated No. of analysis	(bb) UNIT PRICE	(cc) TOTAL COST Multiply column aa X bb
1	Analyses for polybrominated diphenyl ethers (PBDEs)	150	\$_____	\$_____
2	Analyses for chlorinated dioxins and furans	30	\$_____	\$_____
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	150	\$_____	\$_____
TOTAL COST (Add line 1 to 5 for column cc)				\$_____ (C)

TOTAL BID PRICE FOR 3 YEARS (ADD A+B+C)	\$_____
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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 Canada will evaluate the bids.
- (c) **Requests for Clarifications:** If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 2 working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada. Failure to meet this deadline will result in the bid being declared non-responsive.
- (d) **Extension of Time:** If additional time is required by the Bidder, the Contracting Authority may grant an extension in his or her sole discretion.

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.

1.1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

- (i) **Mandatory Technical Criteria:** Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words “must”, “mandatory” or “is required” is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.
- (ii) **Point-Rated Technical Criteria:** Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word “rated” or by reference to a score. Bidders who fail to submit complete bids with all the information requested by the bid solicitation will be rated accordingly.

1.2 Financial Evaluation

1.2.1 Evaluation of Price

The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Tables completed by the bidders.

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

The amounts included in the Pricing Tables have been provided to Bidders to assist them in preparing their bids. The inclusion of these amounts in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the services will be consistent with this data.

2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory criteria); and
 - (c) Obtain the **required minimum of 65 points** overall for the rated technical evaluation criteria out of a maximum of 100 available points.
2. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20 % for the price.
3. The responsive bidder with the highest Total Bid Score will be recommended for award of Contract.
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 80 % .

$$\frac{\text{Bidder's overall technical score}}{\text{Maximum number of points}} \times 80$$
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.

$$\frac{\text{Lowest Bidder's Price}}{\text{Bidder's Price}} \times 20$$
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its Total Bid Score.
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.

8. Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equal 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	85/100	66/100	68/100
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$85/100 \times 80 = 68$	$66/100 \times 80 = 52.8$	$68/100 \times 80 = 54.4$
Pricing Score	$45/55 \times 20 = 16.36$	$45/50 \times 20 = 18$	$45/45 \times 20 = 20.00$
Total Bid Score	84.36	70.8	74.44
Overall Rating	1st	3rd	2nd

**ATTACHMENT 1 TO PART 4,
MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA**

1. Mandatory Technical Evaluation Criteria:

Any proposal which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration.

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 3 years of experience (within the last 5 years) in conducting ultra-trace analysis of organic contaminants in aquatic biota as demonstrated through the provision of a resume of experience demonstrating projects that have been completed.	
M3	Bidder must provide detailed standard operating procedures and accompanying text to describe how they propose to deliver analytical results and extracts suitable for the analyses described in annex A. The extraction and clean-up procedures proposed by the bidder must ensure the retention of the chemical compounds listed in annex "A" in the extracts provided to Environment Canada.	
M4	Bidder must provide proof of lab performance <u>with biota samples</u> by submitting with its bid a set of recent (within 12 months preceding the date of publication of the RFP) lab blank results derived from biota analysis, for parameters of interest listed in annex A, and including the recovery of surrogates.	
M5	Bidder must demonstrate they have experience in Performance Evaluation Testing for some or all parameter groups listed in Annex A. The bidder must supply examples of performance evaluation data <u>conducted for the parameters of interest in biological tissues</u> within 5 years preceding the date of publication of the RFP.	
M6	Bidder must demonstrate that it has the capacity to store samples, prior to analysis, in -20°C freezers. Bidder must provide a listing of all facilities that are available for sample storage at the required temperature or a Quality Assurance plan outlining these facilities.	
M7	Bidder must demonstrate that it possesses the capacity within its organization to conduct the analysis on the homogenized sample in house and that it will not subcontract other laboratories to fulfill its obligations for this requirement.	

2. Point Rated Technical Criteria:

To be declared responsive, a bidder must obtain the required minimum of 65/100 overall of the points for the Point Rated technical evaluation criteria.

	<i>Point Rated Criteria</i>	<i>Maximum Point</i>																								
EXPERIENCE																										
PR1	<p>Demonstrated experience with analysis of whole fish homogenates for all parameters identified in annex A</p> <p><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. (2 points per parameter of interest; 10 points total)</i></p>	10																								
PR2	<p>Demonstrated experience in analyzing whole fish homogenate samples collected from both pristine (ex. the Arctic) and contaminated (ex. the lower Great Lakes) environments for the parameters of interest..</p> <p><i>Submit a summary of previous <u>relevant</u>** work including experience in analyzing/processing whole fish homogenate samples collected from both pristine and contaminated environments (20 points)</i></p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th><i>Parameter</i></th> <th><i>Max points</i></th> </tr> </thead> <tbody> <tr> <td><i>PBDEs</i></td> <td><i>10</i></td> </tr> <tr> <td><i>Dioxin & Furans</i></td> <td><i>3</i></td> </tr> <tr> <td><i>PCBs</i></td> <td><i>3</i></td> </tr> <tr> <td><i>PCNs</i></td> <td><i>2</i></td> </tr> <tr> <td><i>Triclosan</i></td> <td><i>2</i></td> </tr> </tbody> </table> <p style="text-align: right;">**only experience in analysis of fish tissues will be considered</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th><i>Experience</i></th> <th><i>Scoring</i></th> </tr> </thead> <tbody> <tr> <td><i>Extensive experience (>= 2000 samples)</i></td> <td><i>100%</i></td> </tr> <tr> <td><i>Good experience (between 1000 and 2000 samples)</i></td> <td><i>60%</i></td> </tr> <tr> <td><i>Some experience (Between 500 and 1000 samples)</i></td> <td><i>40%</i></td> </tr> <tr> <td><i>Minmal experience (between 150 and 500 samples)</i></td> <td><i>20%</i></td> </tr> <tr> <td><i>Poor experience (<=150 samples)</i></td> <td><i>0%</i></td> </tr> </tbody> </table>	<i>Parameter</i>	<i>Max points</i>	<i>PBDEs</i>	<i>10</i>	<i>Dioxin & Furans</i>	<i>3</i>	<i>PCBs</i>	<i>3</i>	<i>PCNs</i>	<i>2</i>	<i>Triclosan</i>	<i>2</i>	<i>Experience</i>	<i>Scoring</i>	<i>Extensive experience (>= 2000 samples)</i>	<i>100%</i>	<i>Good experience (between 1000 and 2000 samples)</i>	<i>60%</i>	<i>Some experience (Between 500 and 1000 samples)</i>	<i>40%</i>	<i>Minmal experience (between 150 and 500 samples)</i>	<i>20%</i>	<i>Poor experience (<=150 samples)</i>	<i>0%</i>	20
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PR3	<p>Demonstrated ability to achieve detection limits with 20 gram (or less) tissue samples using low point calibration and laboratory blanks to meet data</p>	25																								

	<p>quality objectives. Blank correction or subtractions for determination of sample concentration must not be used</p> <p><i>Detection Limits: Provide tabulated Estimated Detection Limits (EDLs), defined as 2.5:1 signal to noise ratio in real samples, for the first field sample reported from the last 10 batches of biological tissue samples prior to the posting of this RFP as reported to the bidder's clients for the parameters listed in Annex "A1". (2 points for each parameter meeting data quality objective (EDL <= DQO); 10 points total)</i></p> <p><i>Blanks: Provide tabulated laboratory method blank data provided for a project (or projects) which provided analyses for low level biological tissue samples from the prior 10 batches and as reported to the client prior to the RFP release for the parameters listed in Annex "A1" (Lowest mean value (LMV) receives 100% score; higher values pro-rated as %LMV; PBDEs 7 pts; remaining parameters 2 pts each; 15 points total)</i></p> <p>Data Quality Objectives (DQO):</p> <table border="1" data-bbox="251 766 912 976"> <thead> <tr> <th>Parameter</th> <th>EDL</th> </tr> </thead> <tbody> <tr> <td>PBDEs</td> <td>≤ 0.10 ng/g</td> </tr> <tr> <td>Dioxins/Furans</td> <td>≤ 0.50 pg/g</td> </tr> <tr> <td>"Dioxin-Like" PCBs</td> <td>≤ 1.0 pg/g</td> </tr> <tr> <td>PCNs</td> <td>≤ 1.0 pg/g</td> </tr> <tr> <td>Triclosan & Triclosan-methyl</td> <td>≤ 1.0 ng/g</td> </tr> </tbody> </table> <p>Notes: To limit the number of comparisons between bids for all possible congeners of PBDEs, PCBs, and PCNs, scoring for PR4 will be based on:</p> <p>PBDEs: 5 congeners (BDE-47, -99, -100, -153, and -154) PCBs: 12 congeners (PCB-77, -81, -105, -114, -118, -123, -126, -156+157, -167, -169, -189) PCNs: 12 congeners (PCN-42, -50+51, -52+60, -66+67, -64+68, -73+74, -75)</p>	Parameter	EDL	PBDEs	≤ 0.10 ng/g	Dioxins/Furans	≤ 0.50 pg/g	"Dioxin-Like" PCBs	≤ 1.0 pg/g	PCNs	≤ 1.0 pg/g	Triclosan & Triclosan-methyl	≤ 1.0 ng/g	
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<p>PR4</p>	<p>Proposed methods for the generation of extracts (Task 2) should ensure the retention of the chemical compound listed in Annex "A2" and generate extracts of suitable quality** for immediate analysis (ie. Injection ready)</p> <p><i>Provide validation data demonstrating the effectiveness of the proposed methods at retaining the compounds listed in Annex "A2" in the extracts to be provided to Environment Canada under Task 2. Effectiveness will be defined as 80% to 120% recovery of spiked target compounds in matrix blank samples. (10 points)</i></p> <p><i>** Extracts should not require any additional clean-up or other processing before analysis by Environment Canada.</i></p>	<p>10</p>												
<p>QUALITY CONTROL</p>														
<p>PR5</p>	<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 use ¹³C or other stable isotope labelled surrogates to assess and ensure data quality.</p>	<p>10</p>												

	<p><i>Identify all surrogates, CRMs and SRMs to be used (10 points).</i></p> <table border="1"> <tr> <td>Use of Isotope dilution internal ¹³C - external spike; CRM-SRM; Method spikes; and lab spikes</td> <td>10 pts</td> </tr> <tr> <td>Use of CRM-SRM; Method spikes; and lab spikes</td> <td>7 pts</td> </tr> <tr> <td>Use of Method spikes; and lab spikes</td> <td>4 pts</td> </tr> </table>	Use of Isotope dilution internal ¹³ C - external spike; CRM-SRM; Method spikes; and lab spikes	10 pts	Use of CRM-SRM; Method spikes; and lab spikes	7 pts	Use of Method spikes; and lab spikes	4 pts	
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Use of Method spikes; and lab spikes	4 pts							
PR6	<p>Percent recovery of surrogate and native spikes in spiked blank and matrix control samples.</p> <p><i>Provide tabulated recovery of surrogate spikes and reported values for spiked blank and matrix control samples as reported to the bidder's clients for the last 10 batches of biological tissue samples immediately prior to the date of publication of this RFP for the parameters listed in Appendix "A" (within the last year). (6 points)</i></p> <p>Recovery of spikes between 80-120%; Precision ±20%; Accuracy ±20% - 2 pts each Recovery of spikes between 60-80% or 120-150%; Precision ±21-39%; Accuracy ±21-39% - 1 pts each Recovery of spikes ≤50%; Precision ± >40%; Accuracy ± >40% - 0 pts each</p>	6						
PR7	<p>Effectiveness of quality control program as demonstrated in relevant performance evaluation studies for the parameters of interest listed in Annex "A1" in biological tissues</p> <p><i>Provide a list of all <u>relevant</u>** performance evaluation studies and scores within the last five years preceding the date of publication of this RFP for the parameters listed in Annex "A1". (9 points)</i></p> <p>** Performance evaluation studies for the parameters of interest in biological tissues.</p>	9						
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. (10 points)</i></p> <p>To be rated against ISO Guide 25 requirements for accredited analytical laboratories: Excellent – 10 pts Very Good – 7 pts Good – 5 pts Poor – 1 pt Unsatisfactory – 0 pts</p>	10						
Total	Minimum point required 65	100						

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract. Canada will declare a bid non-responsive if the required certification are not completed and submitted in accordance with the articles below.

Compliance with the certifications provided by bidders to Canada are subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. 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.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

PWGSC SACC Manual clause A3010T (2010-08-16) Education and Experience

The Bidder certifies that all the information provided in their résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 –FINANCIAL SECURITY REQUIREMENT

1. Bid Financial Security

- (a) *Canada* will hold the security deposit as security to entry into a contract. If a successful bidder refuses to enter into contract, the amount of the security deposit will be forfeited to *Canada* or a demand for payment will be made against the letter of credit by *Canada*. The amount forfeited or payment demand will not exceed the difference between the bid price and the amount of the Contract awarded by *Canada* for the requirement.
- (b) *Canada* will return all non-forfeited security deposits to unsuccessful bidders after contract award, and to the successful Bidder upon receipt of the required contract financial security. If no contract is awarded, *Canada* will return all security deposits at the expiration of the bid validity period, including any extension.

2 Bid Financial Security

1. Bidders must provide bid financial security consisting of:
 - a. a security deposit as defined in clause in section 3 below (Security Deposit Definition – Bid), or
 - b. a bid bond form PWGSC-TPSGC 504, which must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.
2. Security deposits in the form of government guaranteed bonds with coupons attached will be accepted only if all coupons that are unmaturing, at the time the security deposit is provided, are attached to the bonds. Bidders must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
3. If the:
 - a. the bid price is \$250,000 or less, the amount of the security deposit or the amount of the bond must represent ten (10 %) percent of the bid price; or
 - b. the bid price exceeds \$250,000, the amount of the security deposit or the amount of the bond must be \$25,000.00 plus five (5%) percent of the amount by which the bid price exceeds \$250,000.00.
4. Bidders who provide a security deposit as bid financial security must submit their bid under seal (does not apply in Quebec).

3 Security Deposit Definition – Bid

1. "security deposit" means
 - a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. a government guaranteed bond; or
 - c. an irrevocable standby letter of credit, or
 - d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
 - a. any corporation or institution that is a member of the Canadian Payments Association;
 - b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
 - c. a credit union as defined in paragraph 137(6) of the [*Income Tax Act*](#);
 - d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - e. the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - a. payable to bearer;

- b. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the [Domestic Bonds of Canada Regulations](#);
 - c. registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
- a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - i. will make a payment to or to the order of Canada, as the beneficiary;
 - ii. will accept and pay bills of exchange drawn by Canada;
 - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
 - b. must state the face amount which may be drawn against it;
 - c. must state its expiry date;
 - d. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
 - e. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
 - f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

**ATTACHMENT 1 TO PART 6
BID BOND FORM**

PART 7 - RESULTING CONTRACT *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *(at contract award, delete this sentence and add the title of the requirement)*

Title: *(insert only at contract award)*

1. Requirement

The Contractor agrees to 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 (2015-07-03), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B are 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"

A. For professional services requirements where the deliverables are copyrightable works:

At Section 19 Copyright

Delete: In its entirety

Insert:

1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary

to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

3. Security Financial Requirement

3.1 Financial Security

1. The Contractor must provide the Contracting Authority with financial security within ten (10) calendar days after the date of contract award. The financial security must be in the form of a security deposit as defined in clause 3.2 Security Deposit Definition in the amount of \$_____ (*insert only at contract award*) for the entire contract period, including any extension.
2. If, for any reason, Canada does not receive the security deposit in the amount set out above within the specified period, the Contractor will be in default. Canada may, at its discretion, retain the bid financial security and accept another bid, reject all bids or issue a new bid solicitation.
3. If the security deposit is in the form of government guaranteed bonds with coupons, all coupons that are unmatured at the time the security deposit is provided must be attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will

mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.

4. If the security deposit is in the form of a bill of exchange, Canada will deposit the bill of exchange in an open account in the Consolidated Revenue Fund. Bills of exchange that are deposited to the credit of the Consolidated Revenue Fund will bear simple interest, calculated on the basis of the rates which are in effect during the period the deposit is held. These rates are published monthly by the Department of Finance and are set to be equal to the average yield on 90-day Treasury Bills, less 1/8 of 1 percent. Interest will be paid annually or, when the security deposit is returned to the Contractor, if earlier. The Contractor may, however, request Canada to hold and not cash the bill of exchange, in which case no interest will become payable.
5. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
6. When Canada so converts the security deposit:
 - a. the proceeds will be used by Canada to complete the Work according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor on completion of the warranty period; and
 - b. if Canada enters into a contract to have the Work completed, the Contractor will:
 - i. be considered to have irrevocably abandoned the Work; and
 - ii. remain liable for the excess cost of completing the Work if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the Contract Price remaining unpaid together with the amount of the security deposit.
7. If Canada does not convert the security deposit to the use of Canada before completion of the contract period, Canada will return the security deposit to the Contractor within a reasonable time after such date.
8. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available until completion of the contract period.

3.2 Security Deposit Definition - Contract

1. "security deposit" means
 - a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. a government guaranteed bond; or
 - c. an irrevocable standby letter of credit, or

- d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
 - a. any corporation or institution that is a member of the Canadian Payments Association;
 - b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
 - c. a credit union as defined in paragraph 137(6) of the [Income Tax Act](#);
 - d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
 - e. the Canada Post Corporation.
 3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
 - a. payable to bearer;
 - b. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the [Domestic Bonds of Canada Regulations](#);
 - c. registered in the name of the Receiver General for Canada.
 4. "irrevocable standby letter of credit"
 - a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
 - i. will make a payment to or to the order of Canada, as the beneficiary;
 - ii. will accept and pay bills of exchange drawn by Canada;
 - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
 - b. must state the face amount which may be drawn against it;
 - c. must state its expiry date;
 - d. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his/her office;
 - e. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
 - f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
 - g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian

Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

4. Contract Period

4.1 Contract Period: The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

- (i) The “**Initial Contract Period**”, which begins on the date the Contract is awarded and ends on March 31st, 2016; and
- (ii) The period, during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

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 2 additional 1 year period(s) 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 30 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.

4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of six (6) months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the unit prices for option 2 as set out in Attachment 1 to Part 3: Financial Bid Presentation Sheet.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marie-Christine Blais
Regional Manager – Quebec
Environment Canada

Procurement and Contracting Division
105 McGill, 5th floor,
Montreal (Qc) H2Y 2E7
Telephone: 514-496-1929
Facsimile: 514-283-4439
E-mail address: Marie-christine.blais@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:

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

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. Task Authorizations

7.1 Task Authorization Process

1. Task Authorization:

The Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until an authorized TA has been received by the Contractor. The Contractor acknowledges that any work performed before an authorized TA has been received will be done at the Contractor's own risk.

2. Task Authorization Process:

1. The Technical Authority will provide the Contractor with a description of the task authorization using an e-mail, on an « as and when requested basis.
2. The Task Authorization (TA) will contain :
 - The Description of work - details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates or submission dates for the deliverables
 - Contract Number
 - Contact Name & Numbers
 - Value of the Task authorization: The TA will also include the applicable basis and methods of payment as specified in the Contract
3. The Contractor must provide the Technical Authority, within 2 calendar days of receipt of the draft TA (or within any longer time period specified in the draft TA), the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and issue the TA.
4. The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.2 Task Authorization Limit and Authorities for Validly Issuing TAs.

The Technical Authority may authorize individual task authorizations up to a limit of \$50,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.3 Minimum Work Guarantee

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **\$10,000.00**.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with subparagraph 3, subject to subparagraph 4 below. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
 - (i) in whole or in part for default;
 - (ii) for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
 - (iii) for convenience within ten business days of Contract award.

8.0 Payment

8.1 Basis of Payment – Firm Unit Price – Task Authorizations

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the *firm unit prices in accordance with the Basis of Payment, in Annex ___ (insert only at contract award)*, as specified in the authorized TA. Customs duties are *excluded* 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

8.2 Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sums included in the table below (Applicable Taxes are extra, if applicable):

Contract Year: Upon award to March 31 st , 2016	To be reveal at contract award
Option 01: From April 1 st , 2016 to March 31 st , 2017	To be reveal

	at contract award
Option 02: From April 1 st , 2017 to March 31 st , 2018	To be reveal at contract award

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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

8.3 PWGSC SACC Manual Clauses

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

9. Invoicing Instructions

9.1 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

10. Certifications

10.1 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.

11. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

12. 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.

13. Contractor 's Statement

The Contractor made statements regarding its experience and expertise in its bid that resulted in the award of the Contract. The Contractor represents and warrants that all those statements are true and acknowledges that Canada relied on those statements in awarding the Contract. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

14. 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) (2015-07-03) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid - if the bid was clarified or amended, insert at the time of contract award, as clarified on _____ or as amended on _____ and insert date(s) of clarification(s) or amendment(s).*)

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)

1. Objective

The objective is to provide analytical services including the results of analyses and/or extracts for multiple contaminants of concern in whole body fish homogenates, on an as and when requested basis, to support Environment Canada's Freshwater Quality Monitoring and Surveillance program for the duration of the Contract.

2. Term of Contract

The Contract Period is from the contract award date to March 31, 2016, including the option to extend the Contract for a maximum of two (2) additional periods of one (1) year each.

3. Background

Environment Canada's Water Quality Monitoring and Surveillance Division is comprised of scientists and related experts located in several areas of the country to support watershed-based monitoring and assessment. We implement the majority of our freshwater monitoring programs in collaboration with federal, provincial and territorial partners. The purpose of the program is to survey collectively, the concentration of contaminants in selected species of fish and determine environmental trends in contaminant levels

4. Reference documents

Annex « A1 » Specific Parameter of Interest
Annex «A2» Compounds to be retained in extracts for task

5. Requirements

5.1 General Information

The Contractor must provide analytical services, including the results of the analysis and extracts as and when requested during the Contract Period.

All analyses will be performed on whole body homogenates of fish for some or all parameters listed

Parameters of Interest (See Annex "A1" for complete list of parameters):_

⋮

- Polybrominated diphenyl ethers
- Chlorinated dioxins and furans
- "Dioxin-Like" polychlorinated biphenyls (12 congeners)
- Polychlorinated naphthalenes

- Triclosan & Triclosan-methyl
- % lipid and % moisture for each sample submitted

Analyses for more than one parameter group may be requested per sample.

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.

Data generated 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 covered in this Contract, all analyses and method detection limits must be performed and achieved on a total sample mass not exceeding 20 grams.

5.2 Tasks

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

1. Solvent extraction, clean-up, and analysis of homogenized whole fish samples using methods appropriate for quantification of some or all of the parameters listed in detail in Annex "A1".
2. Solvent extraction of homogenized fish samples followed by gel permeation chromatography (GPC) and by further purification using solid adsorbent (ie. florisil or silica gel) to remove lipids and other interferences producing fractioned injection ready 1mL extracts suitable for the analysis of chlorinated and brominated flame retardants and short and medium chain chlorinated alkanes. Specific compounds to be retained in extracts are listed in Annex "A2"
3. The analytical services will include the submission of reports of the analytical results as well as the return of all extracts from all analyses 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.

Samples must 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 corrections or blank subtractions must not be used.

Surrogate standards to be added to the extracts required for the non-PBDE flame retardants and chlorinated alkanes (Task 2) will be provided by Environment Canada.

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

5.3 Mandatory Contractor qualification requirements

Contractor's laboratory must have, and maintain for the duration of the Contract Period, an 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).

5.4 Deliverables

The Contractor must submit Data reports for Task 1 and/or extracts Task 2 (as set out in section 5.2 Tasks of this SOW) to the Technical Authority, within 8 weeks following receipt of samples. The Data reports will address all work associated with the samples that has been sent to the Contractor. The reports are to include:

- Total mass of each analyte in the sample
- Total mass of each analyte in the blank
- Minimal detectable mass of each analyte (detection limit) with low level calibration standard
- Analyte concentration in each sample
- Internal and surrogate standard recoveries

These data are to be reported in adjoining columns in a spreadsheet (Microsoft Excel or compatible format). Analyte mass may be reported in nano or pico grams depending on the particular analyte. The volume processed for each sample, in grams, must 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 will be returned to Environment Canada at the same time as the data report (i.e. the shipping date should be within the 8 week-turnaround).

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 will serve as the hard copy. Chain of custody and sample submittal documentation also must be provided by the Contractor; this data deliverable is also subject to the 8 week turnaround.

The samples are to be analyzed 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 must not 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.

5.5 Information to be retained by Contractor

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

This includes:

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

6 Departmental Support

Environment Canada will be responsible for the collection, preparation and shipping of the fish samples; the Contractor will be responsible for the analysis of and/or generation of extracts from the prepared fish samples.

Samples will be shipped frozen from Environment Canada to the contract laboratory. The contract laboratory must have the capacity and facilities to store samples frozen, at -20°C, upon receipt to maintain sample integrity.

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

Non-ortho substituted polychlorinated biphenyls

Analytes
PCB-77
PCB-81
PCB-105
PCB-114
PCB-118
PCB-123
PCB-126
PCB-156+157
PCB-167
PCB-169
PCB-189

Triclosan

Analytes
Triclosan (CAS#3380-34-5)
Triclosan-methyl (CAS#4640-01-1)

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	
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 A2
Compounds to be retained in extracts for task 2

Flame retardants

Substance name	Abbrev.	CAS#
Hexabromobenzene	HBB	87-82-1
Pentabromotoluene	PBT _o	87-83-2
2,3,5,6-Tetrabromo-p-xylene	pTBX	23488-38-2
Syn-Dechlorane	sDP	13560-89-9
Anti-Dechlorane	aDP	13560-89-9
Allyl 2,4,6-tribromophenyl ether	ATE	3278-89-5
2-bromoallyl-2,4,6-tribromophenyl ether	BATE	N/A
1,2,3,4,5-pentabromo benzene	PBB _e	608-90-2
tetrabromo-o-chlorotoluene	TBCT	N/A
2,3-dibromopropyl-2,4,6-tribromophenyl ether	DPTE	35109-60-5
2,2'4,5,5'-pentabromobiphenyl	BB-101	67888-96-4
pentabromobenzyl acrylate	PBBA	59447-55-1
2-ethylhexyl-2,3,4,5-tetrabromobenzoate	EHTBB	183658-27-7
bis(2-ethyl-1-hexyl)tetrabromophthalate	BEHTBP	26040-51-7
Octabromotrimethylphenylindane	OBIND	155613-93-7
Pentabromoethylbenzene	PBEB	85-22-3
hexabromocyclododecane	HBCD	3194-55-6
1,2-Bis(2,4,6-tribromophenoxy)ethane	BTBPE	37853-59-1

Chlorinated alkanes

Substance name	CAS#
Short chain chlorinated alkanes (10-13 carbons)	85535-84-8
Medium chain chlorinated alkanes (14-17 carbons)	85535-58-9

**ANNEX B
BASIS OF PAYMENT**

(Insert only at contract award)