

**RETURN BIDS TO :**

**RETOURNER LES SOUMISSIONS À:**

Environment Canada Bids  
Mailroom  
171 Jean-Proulx  
Gatineau, Quebec  
J8Z 1W5

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To:**

**ENVIRONMENT CANADA**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

**Instructions : See Herein**

**Proposition au:**

**MINISTÈRE ENVIRONNEMENT  
CANADA**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexées, au(x) prix indiqué(s)

**Instructions: Voir aux présentes**

**Comments - Commentaires**

**This document contains a  
Security Requirement**

**Vendor/Firm Name and address  
Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office – Bureau de distribution**

**NCR MATERIEL MANAGEMENT AND  
CONTRACTING  
CORPORATE SERVICES BRANCH  
ENVIRONMENT CANADA  
200 SACRE-COEUR, 3RD FLOOR  
GATINEAU, QC J8Z 1T3**

Request for Proposal	
<b>Title – Sujet</b> Publications of new substances risk assessment summaries	
<b>Solicitation No. – N° de l'invitation</b> C8A41-15-0003	<b>Date</b> 22-september-2015
<b>Client Reference No. – N° référence du client</b>	
<b>GETS Reference No. – N° de reference de SEAG</b> C8A41-15-0003	
<b>File No. – N° de dossier</b>	<b>CCC No. / N° CCC - FMS No. / N° VME</b>
<b>Solicitation Closes – L'invitation prend fin</b> at – à 02 :00 PM on – le 2 November, 2015	
<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Inquiries to : - Adresser toutes questions à:</b>  Beyan ALGhosen CONTRACTING OFFICER NCR MATERIEL MANAGEMENT AND CONTRACTING CORPORATE SERVICES BRANCH ENVIRONMENT CANADA 200 SACRE-COEUR, 3RD FLOOR GATINEAU, QC J8Z 1T3  E-Mail: <a href="mailto:beyan.alghosen@ec.gc.ca">beyan.alghosen@ec.gc.ca</a>	<b>Buyer Id – Id de l'acheteur</b>
<b>Telephone No. – N° de téléphone :</b>  819.938.3820	<b>FAX No. – N° de FAX</b>  819.953.8235
<b>Destination – of Goods, Services, and Construction:</b> <b>Destination – des biens, services et construction :</b>	
<b>Delivery required - Livraison exigée</b>	<b>Delivered Offered – Livraison propose</b>
<b>Vendor/firm Name and address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Facsimile No. – N° de télécopieur</b> <b>Telephone No. – N° de téléphone</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/firm</b> <b>(type or print)-</b> <b>Nom et titre de la personne autorisée à signer au nom du</b> <b>fournisseur/de l'entrepreneur (taper ou écrire en caractères</b> <b>d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b> Page 1 of 25

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

### **2. Security Requirement**

At the date of bid closing, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

### **3. Statement of Work (SOW)**

Under the guidance of the Contract Authority, the contractor is required to prepare short (i.e. 2-3 page) summaries of risk assessment reports on chemical and polymer substances new to Canada for public dissemination that are sanitized of confidential business information. The summaries must communicate scientific and technical information in a clear, relevant, objective, and easy to understand way for the general public. Approximately 130 summaries will need to be produced each year, for three consecutive years.

While this contract does not require the provision of legal advice, the contractor shall:

- (i) summarize final Health Canada and/or Environment Canada risk assessment reports on selected new substances and draft the plain language summaries using established templates;
- (ii) facilitate and assist the Scientific Authority's consultations with appropriate industry member(s) to ensure CBI is respected; consult and seek approval of the draft summary with designated scientific authority;
- (iii) finalize the summaries by facilitating the approvals process and addressing the comments received during consultations and at each stage of approvals;
- (iv) submit the final approved summaries to the Contract Authority.

#### **4. 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 [Standard Acquisition Clauses and Conditions](http://sacc.pwgsc.gc.ca/sacc/index-e.jsp) Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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 Standard Instructions - Goods or Services - Competitive Requirements dated 19 November 2012, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

#### **1.1 SACC Manual Clauses**

##### **1.1.1 Sole Source Price Support**

In the event that the Bidder's bid is the sole bid received, the Bidder must provide, on Canada's request, one or more of the following price support, if applicable:

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

#### **2. Submission of Bids**

Bids must be submitted only to:

**Environment Canada (Bids)  
Mailroom**

**171 Jean-Proulx  
Gatineau, Quebec  
J8Z 1W5**

by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to Environment Canada will not be accepted.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted electronically 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. Applicable Laws**

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

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.

### **5. 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:

- (6.4.1) 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.

### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

The technical bid shall address all mandatory technical criteria specified herein.

### **Section II: Financial Bid**

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

The financial bid shall be submitted in accordance with the basis of payment detailed herein. Costs must not appear in any other area of the proposal except in the financial bid.

It must also identify the level of effort and estimated cost for each task in the workplan and the estimated cost of professional and support personnel. If applicable, the allocation of time between experienced and less experienced staff with respect to work involvement should be outlined.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **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) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **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.

The proposal must include a description of the approach, methodology and the work plan describing how the Contractor plans to achieve the project objectives. It should also include a statement of understanding of the work to be undertaken and why it has been requested.

**1.1.2 Mandatory Technical Criteria**

Proposals will be evaluated against mandatory requirements as well as point rated requirements in accordance with the requirements listed below.

Failure by bidders to meet any of the mandatory requirements will render the bidder's proposal **non-responsive**. The treatment of mandatory requirements in any procurement process is absolute.

Proposers must meet **all** the mandatory requirements described below. This will be evaluated as either **"Yes"** or **"No"**.

Proposals receiving **"No"** for any mandatory requirement will **not** be considered further.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.			
Criteria	Yes	No	Page #
The contractor or at least one team member of the team must have a solid foundation in biology, chemistry, toxicology, or a related discipline. Preference will be given to contractors and/or team members with an undergraduate or Master's degree in those disciplines. Clearly demonstrated equivalent experience will also be accepted.			
The contractor, or any team member, must not have worked, or be currently working, on preparing new substances notification packages under CEPA, 1999			
The contractor must provide all professional staff to be assigned to the project, their contribution to the project, and their CVs			
The contractor must provide that the staff experience and expertise is directly relevant to the work			
The contractor must provide that there is at least 2 years with the depth and breadth of experience normally associated with having performed a broad range of related activities directly related to the work			

The contractor must provide Project management approach and methodology			
The contractor must provide a Contingency plan in case the assigned staff becomes unavailable			
The contractor must provide a description (including samples) of two (2) projects or studies completed within the last 5 years of written work authored (authorship must be verifiable) by the firm, involving communication of scientific or technical material to a general non-technical audience.  Each project description must be no more than one (1) page in length, and include the following: <ul style="list-style-type: none"> <li>• Project title, client name, topic addressed, industry sector or audience;</li> <li>• Planned and actual dollar values;</li> <li>• Planned start and finish dates and actual start and finish dates;</li> <li>• If published, links to published documents or further information</li> <li>• Verification of authorship</li> <li>• Name &amp; contact information of references</li> </ul>			
The contractor must provide names and coordinates of two references who can be contacted to provide information on similar work or other work done for the private or public sector			

**1.1.2.1 Mandatory Financial Criteria**

The total cost of this study including professional fees, travel expenses and administrative costs must not exceed \$ 700 per summary completed during one (1) year contract period with two (2) one (1) option periods (GST excluded), to a maximum of \$91,000 per fiscal year (for a total maximum of \$273,000).

Please note the project cost has been sub-divided as follows:

Professional Fees:	\$	<b>665</b>
Travel Costs:	\$	0
Administrative Costs:	\$	35
<b>Total Cost per summary:</b>	<b>\$</b>	<b>700</b>

**1.1.3 Point Rated Technical Criteria**

A proposal with a score less than minimum points required outlined for each section and/or as a whole will be considered **non responsive**, and eliminated from the competition.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal and/or CV which addresses the requirement identified in the criteria.				
Criteria	Points allocated	Minimum Points Required	Score	Page #



Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal and/or CV which addresses the requirement identified in the criteria.				
Criteria	Points allocated	Minimum Points Required	Score	Page #
Quality of the proposal which demonstrates understanding of project requirements (10 pts), a description of project management approach and methodology that would ensure quality and achievement of project objectives (10pts), contingency plan (3 pts), and any preparations required to complete the project tasks (2 pts).	25	15		
1: Reference 1 on a project of similar work related to communication of scientific /technical information to the general public) for the private or public sector. Relation to the work (3 pts), quality of the reference (7 pts)	10	7		
2: Reference 2 on a project of similar work related to communication of scientific /technical information to the general public) for the private or public sector. Relation to the work (3 pts), quality of the reference (7 pts)	10	7		
3: Project Sample 1 – An example of previous work (produced by the contractor or by member(s) of the contracting team) on communicating technical/scientific material to a general non-technical audience (2 pts).  Does the writing sample convey scientific or technical content (2 pts) clearly and concisely (5 pts), in a manner that is understandable and relevant to a general non-technical audience (6 pts)?	15	10		
4: Project Sample 2 – An example of previous work (produced by the contractor or by member(s) of the contracting team) on communicating technical/scientific material to a general non-technical audience (2 pts).  Does the writing sample convey scientific or technical content (2 pts) clearly and concisely (5 pts), in a manner that is understandable and relevant to a general non-technical audience (6 pts)?	15	10		

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal and/or CV which addresses the requirement identified in the criteria.

Criteria	Points allocated	Minimum Points Required	Score	Page #
5: Relevant scientific training, or equivalent experience in ecological risk assessment and/or human health risk assessment projects (1 point per person/year of experience up to 10 points; points/experience cannot be combined; points awarded to the one person with the most experience )	10	6		
6: Experience working with documents safeguarding confidential business information (1 point per person/year of experience up to 5 points; points/experience cannot be combined ; points awarded to the one person with the most experience)	5	3		
7: Experience working on science communication material (1 point per person/year of experience up to 10 points; points/experience cannot be combined ; points awarded to the one person with the most experience )	10	6		
<b>Total:</b>	<b>100</b>	<b>64</b>		

**Terms and conditions/Statement of Work**

By submitting a bid, the bidder understands and agrees that it is offering to Canada to provide the services in strict conformity with all the terms and conditions contained herein, including the Statement of Work attached hereto as Annex “E-1.”

**2. Basis of Selection**

**Highest Compliant Combined Rating of Technical Merit and Price:**

It is understood by the parties submitting proposals that, to qualify, bidders **must** meet all mandatory requirements as well as the minimum score identified for the point-rated criteria. The contract will be awarded based on a determination of best value taking into account both the technical merit of the proposals and the price evaluations. To arrive at an overall score achieved by a firm, a weighting has been established whereby technical merit will be valued at **70 %** of the bid and price at **30 %**.

**Contractor Ranking**

For the purpose of ranking all technically acceptable proposals, the following ratio will factor the technical and the price component to establish a total percentage score:

Technical: **70%**

Price: **30%**

**Technical Score = Bidder’s Points x 70%; Cost Score = Lowest Bid x 30%**

Maximum Points

Bidder's Cost

**Total Score** = Technical Score + Cost Score

**The proposal will be awarded to the highest total technical and price score.**

## **2.2 Financial Evaluation**

The rates must be presented in the format detailed in the Basis of Payment for the period of 13 weeks. All prices are firm and in Canadian dollars.

The lowest aggregate priced responsive bid will be calculated by taking the sum total of all rates submitted on Annex "E-2" Basis of Payment. Formula Calculations: Aggregate Total of the Basis of Payment for all years for which the Identified User has created the contract for, including option years (if applicable).

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **5.1. Certifications Required with the Bid**

Bidders must submit the certifications listed in Annex "E-3", Certifications, duly completed with their bid.

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Facility Security Clearance at the level of **RELIABILITY**, with approved Document safeguarding at the level of **SECRET**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS, CONFIDENTIAL** or **SECRET** as required, granted or approved by the CISD, PWGSC.
3. Processing of PROTECTED/CLASSIFIED information electronically at the Contractor/Offeror's site is NOT permitted under this Contract/Standing Offer/Supply Arrangement.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex "B";
  - b. *Industrial Security Manual* (Latest Edition).

### 2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "E-1".

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions](http://sacc.pwgsc.gc.ca/sacc/index-e.jsp) Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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.

2010C 2012-11-19 General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract award date to March 31, 2016 inclusive. With two (2) one (1) year option periods from April 1, 2016 to March 31, 2017 and April 1, 2017 to March 31, 2018.

### 5. Authorities

## **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Beyan AL-Ghosen  
Title: Procurement Officer  
Organization: Environment Canada  
Address: 200 Sacre-Coeur, 3rd floor  
Gatineau, QC.  
K1A OH3

Telephone: 819-420-8071  
Facsimile: 819-953-8235  
E-mail address: Beyan.Alghosen@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 Project Authority**

TBD

The Project Authority 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 Project Authority, however the Project 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**

TBD

## **6. Payment**

### **6.1 Basis of Payment**

In consideration of the contractor satisfactorily completing all its obligations under the contract, the contractor will be paid in accordance with the attached Annex "E-2", Basis of Payment, for work performed pursuant to this Contract.

Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave.

### **6.2 Limitation of Price**

SACC Manual clause C6000C (2007-05-25) Limitation of Price

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

### **6.3 T1204 - Direct Request by Customer Department**

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

6.3.1 Pursuant to paragraph 221 (1)(d) of the Income Tax Act, R.S. 1985, c.1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.

6.3.2 To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

### **6.4 SACC Manual Clauses**

#### **6.4.1 Replacement of Specific Individuals**

i) If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

ii) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- (a) the name, qualifications and experience of the proposed replacement; and
- (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

iii) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection ii). The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

#### **6.4.2 Canadian Content Certification**

i) The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in clause A3050T.

ii) The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of six (6) years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and

documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts.

The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.

iii) Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to the Contract.

## 7. Invoicing Instructions

Invoicing requirements and breakdown are to be specified by each Identified User directly to the contractor. Some Identified User will require hard copies of the pickup and delivery slips signed by the person receiving the delivery. There will be no cost to the Identified Users for this. Payment will only be made upon submission of an invoice to the satisfaction and acceptance of the respective Client Department Project Authority.

The original and two (2) copies of each invoice must be sent upon completion of the deliverable as stated in the basis of payment, to:

Department/Agency Name:	(to be determined on award of contract)
Address:	(to be determined on award of contract)
Telephone:	(to be determined on award of contract)
Fax:	(to be determined on award of contract)
E mail	(to be determined on award of contract)
Attention:	(to be determined on award of contract)

Invoices must be submitted on the Contractor's own invoice and must be prepared to show:

- a) Company name, address, etc.;
- b) Client address;
- c) the date;
- d) Supply Arrangement Number;
- e) Period in which services were rendered;
- f) Hourly or Per Diem Rate;
- g) Total dollar amount;
- h) Drivers Name(s)
- i) Run Number(s)
- j) Description of work performed

Note: On all invoices a cost breakdown shall be shown.

## 8. Certifications

**8.1** 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.

### 8.2 SACC Manual Clauses

8.2.1 Aboriginal Business Certification, ( SACC Manual clause A3000C), if applicable.

8.2.2 Canadian Content Certification, (SACC Manual clause A3060C).

## 9. 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*)

## 10. 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) 2010C 2012-03-02; "General Conditions"
- (c) Annex "E-1", Statement of Work;
- (d) Annex "E-2", Basis of Payment;
- (e) Annex "E-3", Certifications;
- (h) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at time of contract award: ", as clarified on \_\_\_\_\_" or ", as amended on \_\_\_\_\_" and insert date(s) of clarifications or amendment(s)*)



**ANNEX "E-1"****STATEMENT OF WORK**

Under the provisions of the Canadian Environmental Protection Act, 1999 (CEPA 1999), the *New Substances Notification Regulations (Chemicals and Polymers)* [NSNR (Chemicals and Polymers)] ensure that new substances undergo an assessment of their potential adverse effects on the environment and human health before they enter the Canadian marketplace.

Any company or individual who plans to import or manufacture a substance subject to notification under the NSNR (Chemicals and Polymers) must provide the New Substances Program (NSP) with a New Substance notification package containing all information prescribed in those regulations prior to import or manufacture.

Risk assessments on new substances are conducted by Environment Canada and Health Canada based on the information in the notification package. These assessments include consideration of information on physical and chemical properties, hazards, uses and exposure to determine whether a substance is or may become harmful to human health or environment as set out in section 64 of CEPA 1999, and, if harm is suspected, to introduce any appropriate or required control measures.

In 2012, the New Substances program launched an initiative to publish sanitized summaries of new substance risk assessment reports in order to increase the general public's understanding of the content and outcome of risk assessments on new substances, as well as to increase the transparency of the New Substances program. The scope of the project at the time of launch was limited to those substances where a restriction was imposed based on the outcome of the risk assessment. The objective of this contract is to significantly broaden the scope of this initiative to include certain categories of new substances where a full data set was assessed in cases where no restrictions are imposed.

Further backgrounds on the initiative as well as assessment summaries published to date are available at the following link:

<https://www.ec.gc.ca/subsnouvelles-newssubs/default.asp?lang=En&n=173AEA25-1>

**PROJECT OBJECTIVES**

The purpose of this project is to prepare publication ready summaries of risk assessments every 3 months on certain categories of new substances where a full data set was assessed. The summaries should be drafted in plain language that reflect the content of the final risk assessment reports provided, and generally follow the content and logic of the template to be provided to the Contractor.

These summaries must protect any confidential business information (CBI), and be drafted consistently in format and content with the templates.

**TASKS:****Task 1: Draft Risk Assessment Summaries**

The contractor shall receive final signed risk assessment reports from Health Canada and Environment Canada for new substances that are to be published in a 3 month period. The contractor shall draft risk assessment summaries based on the risk assessment report and review the summaries for CBI and consistency with template/other summaries (draft or already published). This draft would be submitted to the Scientific Authority for review prior to

consultation in task 2. The contractor should address any comments received from the Scientific Authority, or subject matter experts in Environment Canada or Health Canada identified by the Scientific Authority to the Contractor.

Based on the number of assessments conducted in 2014 that would fall under the scope of this initiative, the contractor could expect up to approximately 130 summaries per year. The total cost of the contract is proportional to the number of assessments received and may vary, but is not to exceed \$91,000 per fiscal year.

#### **Task 2: Consultation of Draft Summaries**

The contractor should facilitate and assist the Scientific Authority's consultation with the appropriate industry stakeholders as well as addressing any comments received by the Scientific Authority from the industry stakeholders.

#### **Task 3: Approval of Draft Summaries**

Under the guidance of the Scientific Authority, the contractor should coordinate the internal approval process of the draft summaries with appropriate program staff in Environment Canada and Health Canada (as identified to the Contractor by the Scientific Authority) and make appropriate revisions. The contractor shall address any comments received and contact the relevant staff if more information or clarity is needed.

#### **Task 4: Submit Final Risk Assessment Summaries**

Following the external consultation and internal approval process of the draft summaries submitted in Task 3, the contractor shall prepare and submit the approved final risk assessment summaries to the Scientific Authority.

#### **Task 5: Translation and Publication (by Contract Authority)**

The Scientific Authority will translate the summary, assess whether any further revisions are needed on the summary based on a comparative review of the English and French versions, and if necessary return the English summary to the contractor to finalize. The Scientific Authority will be fully responsible for the quality and translation of the French version of the summary. The Scientific Authority will also publish the final approved summaries.

### **SCHEDULE AND DELIVERABLES**

Deliverables and proposed schedule are identified as following:

<b>Task</b>	<b>Activities</b>	<b>Proposed Timelines</b>
	Contract authorities will distribute the first batch of risk assessments and summary templates for which summaries are required (approximately 40)	TBD
<b>1</b>	Submit Draft Risk Assessment Summaries. Payments will be made based on the number of summaries completed. More summaries would be assigned to the contractor should the contractor complete assigned work ahead of schedule.	1.5 months after initiation date
<b>2</b>	Consultation of draft Summaries by the scientific and contract authorities,	2.5 months for tasks 2 and 3
<b>3</b>	Approval of draft Summaries by the scientific and contract authorities.	2.5 months for tasks 2 and 3

4	Submit final Risk Assessment Summaries	2 weeks after task 3
5	Translation (by Contract Authority), Project Termination	

The contractor shall submit draft summaries for approval by the Contract Authority with submitted invoices.

All correspondence generated by the contractor during the course of this project shall be prepared in English using *Microsoft Word for Windows* for word processing.

An electronic copy of each as well as a signed pdf version of the assessment summaries is to be submitted to the Scientific Authority on the dates specified. Comments and suggestions received are to be considered in both the draft and final versions of the summaries.

All summaries will be in the public domain. The contractor is to advise the Scientific Authority of any information provided to them or on behalf of by a third party on a confidential basis for the purpose of the study and is to transmit the original documents containing any such information to the Scientific Authority under separate cover.

The timelines, workload distribution, and monies payable (to a maximum of \$91,000 per fiscal year) are subject to change based on the assessments available, the flexibility of the Contractor and the experienced gained with the process during the contract.

#### **CONFIDENTIALITY CLAUSE**

It is understood and agreed that the Contractor shall, during and after the effective period of the ensuing Contract, treat as confidential and not divulge, unless authorized in writing by the Scientific Authority or her delegate, any information obtained in the course of the performance of the ensuing Contract. Any failure of the Contractor to respect the confidentiality obligations is a default of the Contractor for which the Minister may terminate the Contract.

#### **ACCEPTANCE**

All material produced by the contractor will be subject to review by people designated by the Contract Authority. All work is to be performed to the satisfaction of the Contract Authority. Sufficient flexibility is required of the Contractor to respond to changing schedules and developments.

**ANNEX "E-2"  
BASIS OF PAYMENT**

This contract is based on a maximum amount (original contract period + option periods) of \$ \_\_\_\_\_ (excluding applicable taxes),

**Original contract period:** Contract award date to March 31, 2016

Fixed Price per Summary	Estimate Summaries per Year	Total Price
\$	Up to 130	\$

Note: Total Price = price per summary x estimated # of summaries

**Option period 1:** April 1, 2016 to March 31, 2017

Fixed Price per Summary	Estimate Summaries per Year	Total Price period 1
\$	Up to 130	\$

**Option period 2:** April 1, 2017 to March 31, 2018

Fixed Price per Summary	Estimate Summaries per Year	Total Price period 2
\$	Up to 130	\$

\* Per price summary will be used for any future amendments.

With payments tied to project deliverables as follows:

The contractor will submit itemized invoices per summary as following:

- Submit Draft Risk Assessment Summaries (Task 1) (35)%
- Submit industry consulted and government approved draft summaries (Tasks 2 and 3) (35)%
- Submit Final Risk Assessment Summaries (Task 4) (30)%

**ANNEX "E-3"**

**SRCL Attached upon contract award**

**ANNEX "E-4"**  
**CERTIFICATIONS**

**1. Education and Experience**

The Bidder certifies that all the information provided in the 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.

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date

**2. 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, 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.

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date

### 3. Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the service offered is a Canadian service, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the service offered being treated as a non-Canadian service.

The Bidder certifies that:

( ) the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

\_\_\_\_\_  
Signature of authorized Representative

\_\_\_\_\_  
Date

### 4. Former Public Servant Certification – Competitive Requirement

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

#### Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement](#)

[Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

### **Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ( ) No ( )**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### **Work Force Reduction Program**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.



**Certification**

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

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Signed

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Date