



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Mailroom 171 Jean-Proulx Gatineau, Quebec J8Z 1W5</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre EFFECTS CHARACTERIZATION OF SELECTED INORGANIC MOIETIES</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000017175</p>	
	<p>Date of Bid solicitation (2015-11-02) – Date de la demande de soumissions (2015-11-02)</p>	
	<p>Bid Solicitation Closes (YEAR- MM-DD) - La demande de soumissions prend fin (AAAA- MM-JJ)</p> <p>at – à 2:00 P.M. on – le November 18, 2015</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time EST</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Josee.francoeur@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone 819-938-3822</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA- MM-JJ)</p>	
	<p>Destination - of Services / Destination des services</p>	
	<p>Security / Sécurité</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

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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 Security and Other 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 Attachments include, a Confidentiality Agreement, the Information - Ontario Labour Legislation, Financial Bid Presentation Sheet, Mandatory Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Insurance Requirements, the Schedule of Milestones, and any other annexes.

2. Summary

2.1 Environment Canada has a requirement to conduct ecological screening assessments of substances that met the categorization criteria set out in the *Canadian Environmental Protection Act, 1999 (CEPA 1999)* in order to determine whether these substances present or may present a risk to the environment, as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from date of contract award to March 31, 2016.

2.2 There is no security requirement associated with this requirement.

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

2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

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

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

Insert: “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"

The standard instructions 2004 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 07 Rejection of Bid, Subsection 07 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 10 Joint Venture, Subsection 10 (1b):

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

Insert: "Deleted"

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

- a. an individual;

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per page 7, definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

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

4. Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

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

8. Basis for Canada's Ownership of Intellectual Property

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

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

6.4.1 To generate knowledge and information for public dissemination;

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 (3 hard copies),

Section II: Financial Bid (1 hard copy),

Section III: Certifications (1 hard copies)

Section IV: Additional Information (3 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

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

Section I: Technical Bid

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

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

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3** Bidders must submit their price and, rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for performance of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private

vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.5 Bidders should include the following information in their financial bid:

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

From Contract signature to 31 March 2016 Bidder's Grand Total Price excluding applicable taxes=	\$ _____
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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) Bids must meet all of the mandatory criteria
- (c) Bids must obtain the minimum required for the rated criteria

Bids not meeting **a**, **b** and **c** will be declare non responsive.

The proposals submitted will be evaluated in accordance with the following criteria: personnel and expertise, understanding, strategy and methodology, quality of the proposal and best value for the Crown. All proposals will be evaluated based on mandatory and point rated criteria. All proposals must demonstrate that mandatory requirements are fully met. An evaluation team composed of representatives of Environment Canada will evaluate the bids.

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

Mandatory Criteria

Failure to meet any of the mandatory requirements listed below will render the proposal non-compliant and no further consideration will be given.

Item	Description	Met	Not Met
MT1	The Project Manager must demonstrate, or provide certification of, a relevant science degree. Relevant degree (from a recognized university) is defined to mean one in the following disciplines – ecotoxicology, biology, chemistry, environmental science, or any other discipline deemed relevant to the Departmental Representative.		
MT2	At least one member of the team must demonstrate a minimum of 5 years of experience assessing the reliability of environmental data and performing literature searches, evaluating and summarizing ecotoxicity data.		

Only technically acceptable proposals will be considered for final selection. If no acceptable bids are received, Environment Canada reserves the right to not award this contract. Evaluation criteria are outlined below. A proposal must receive at least **3 points for R1, 24 points for R2 A) and B) and 3 points for R3** on Section A of the evaluation criteria to be deemed acceptable. An item not covered by the proposal will be considered as not meeting the requirements or no points will be awarded in grading the proposal.

Point Rated Criteria – Scoring worksheet

Section A: Quality of the proposal, approach and project management			
	Rated Criteria	Maximum Score	Score
1.UNDERSTANDING OF THE REQUEST FOR PROPOSAL (MAX. 6 POINTS) MINIMUM REQUIRED: 3 POINTS	R1. Does the proposal indicate a clear and logical understanding of the objective and Statement of Work?	Max. 6 points	
	The proposal clearly demonstrates the objectives and statement of work in a logical fashion.	6	
	The proposal demonstrates the objectives and statement of work, but not in a clear and logical manner.	3	
	The proposal does not demonstrate the objective and statement of work at all.	0	
2. WORK PLAN, APPROACH & METHODOLOGY (MAX. 36 POINTS) MINIMUM REQUIRED FOR R2 A) AND B): 24 POINTS	R2. A) Does the work plan identify milestones and how the Contractor will satisfy the requirements in the Statement of Work? (<i>partial points will be awarded in R2 A) as indicated in this section</i>)	A) Max. 12 points	
	The proposal clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work.	12	
	The proposal is missing information related to the milestones, timelines and deliverables for some of the requirements identified in the Statement of Work.	8	
	The proposal is missing information related to the milestones, timelines and deliverables for many of the requirements identified in the Statement of Work.	4	
	The proposal is missing information related to the milestones, timelines and deliverables for all of the requirements identified in the Statement of Work.	0	

	<p>R2. B) Are the presented approach and methodology logical, thorough and well defined for each of the tasks in the Statement of Work?</p> <p>All of the six points below are satisfied:</p> <p>(1) The presented approach is logical and thorough.</p> <p>(2) The presented approach is well defined.</p> <p>(3) The steps in the presented methodology are logical and thorough.</p> <p>(4) The steps in the presented methodology are well defined.</p> <p>(5) Potential challenges are clearly identified.</p> <p>(6) Potential solutions to challenges are addressed.</p> <p>Any one of the points above is not satisfied, but the remaining five points are satisfied.</p> <p>Any two of the points above are not satisfied, but the remaining four points are satisfied.</p> <p>Any three of the points above are not satisfied, but the remaining three points are satisfied.</p> <p>Any four of the points above are not satisfied, but the remaining two points are satisfied.</p> <p>Any five of the points above are not satisfied, but the remaining one point is satisfied.</p> <p>None of the points above is satisfied.</p>	<p>B) Max. 24 points</p> <p>24</p> <p>20</p> <p>16</p> <p>12</p> <p>8</p> <p>4</p> <p>0</p>	
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<p>3. EXPERIENCE IN THE MANAGEMENT OF SCIENTIFIC PROJECTS</p> <p>MINIMUM REQUIRED FOR R3: 3 POINTS</p>	<p>R3. Does the contractor have experience in the management of scientific projects?</p> <p>The contractor should provide a list of at least 2 applicable projects with a brief description of the work that was done.</p> <p>Project description 1 clearly demonstrates experience in the management of scientific projects.</p> <p>Project description 2 clearly demonstrates experience in the management of scientific projects.</p>	<p>Max 6 points</p>	
	<p>Minimum required 30/48 Sub-total</p>		
<p>Section B : Knowledge, Qualifications and Experience</p>			
	<p>R4 - Knowledge of principles and procedures relating to ecotoxicology, bioaccumulation and environmental chemistry.</p> <p>The contractor should demonstrate their expert knowledge and experience related to:</p> <ul style="list-style-type: none"> - Aquatic (water and sediment) and soil ecotoxicology and bioaccumulation of metals (10 points) - speciation, transformation, bioavailability of metals in environmental media (4 points) - information sources (e.g. online databases) that contain eco-toxicity data for the metal moieties identified (4 points) 	<p>Max 18 points</p>	
	<p>R5 - Experience in conducting detailed literature reviews, organization and compilation of data and identification of data gaps and needs.</p> <p>The contractor should demonstrate their expert knowledge and experience related to:</p> <ul style="list-style-type: none"> - performing literature search and critical reviews (6 points) - extracting and identifying relevant data from various sources - of information (6 points) 	<p>Max 12 points</p>	
	<p>R6 - Knowledge of data reliability and data quality assurance methods.</p> <p>The contractor should demonstrate their expert knowledge</p>	<p>Max 12 points</p>	

	and experience related to:		
	- data interpretation, applied to scientific projects, that will ensure quality assurance (6 points)		
	- evidence based interpretation and advice with respect to the quality control and assurance of scientific data (6 points)		
		Subtotal	42
		Total	90

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

The Contractor selection will be based on the highest combined rating of technical merit (proposal, qualifications and experience) and price proposal. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The Table 4 illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 86 and the lowest evaluated price is \$35,000.

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	80/86	72/86	70/86
Bid Evaluated Price	\$40,000.00	\$38,000.00	\$35,000.00
Calculations			
Technical Merit Score	$80/86 \times 60 = 55.81$	$72/86 \times 60 = 50.23$	$70/86 \times 60 = 48.84$
Pricing Score	$35/40 \times 40 = 35$	$35/38 \times 40 = 36.84$	$35/35 \times 40 = 40$
Combined Rating	90.81	87.07	88.84
Overall Rating	1st	3rd	2nd

PART 5 - CERTIFICATIONS

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

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

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

Certifications Required Precedent to Contract Award

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.

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. 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.

2.1 Education and Experience

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

2.2 Former Public Servant in Receipt of a Pension

As per page 7, 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:

- c. name of former public servant;
- d. 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:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.

Signed

Date

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. There is no security requirement associated with this requirement.

2.0. Insurance Requirements

N/A

PART 7 - RESULTING CONTRACT

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

TITLE: EFFECTS CHARACTERIZATION OF SELECTED INORGANIC MOIETIES

.1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

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

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

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

2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4007, 2010-08-16, *Canada to own Intellectual Property Rights in Foreground*

2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ (*insert name(s) of person(s)*).

3. Security Requirement

3.1 N/A

4. Term of Contract

4.1 Period of the Contract

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

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 5 days 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 applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 5 days 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:

Name: Josée Francoeur
Title: Contracting Officer
Environment Canada
Procurement and Contracting Division
Address: 200 Sacré-Coeur Blvd.,
Gatineau, QC

Telephone: 819-938-3822
Facsimile: 819-938-4848
E-mail address: josee.francoeur@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 (at contract award)

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 (at contract award)

Name:
Title:
Organization:
Address:

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$_____ **(at contract award)** and Applicable Taxes are extra.

7.2 Limitation of Expenditure

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

7.3 Time Verification

C0711C 2008-05-12 Time Verification

8. Invoicing Instructions

8.1 Milestone Payments

H3010C, 2010-01-11 Milestone Payments

- 8.1.1 The Contractor must submit invoices in accordance with Annex "B" Basis of Payments.

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) [4007](#) Supplemental General Conditions, 2010-08-16;
- (c) 2010B General Conditions - Professional Services (Medium Complexity) [2014-09-25](#) as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Appendix A, Shuttle Schedules;
- (g) Appendix B, Daily Vehicle Inspection Checklist
- (h) Appendix C, EC Shuttle Driving Directives
- (i) the Contractor's bid dated _____, as clarified on _____ **or** as amended on _____

ANNEX A STATEMENT OF WORK

CONFIDENTIALITY

The parties anticipate that it may be necessary to transfer information relating to the Licensed Process, Patents, Trade-mark, Know-How or other information relating to this Agreement, of a confidential nature. The parties shall keep all such information confidential during and after the life of this Agreement.

Subject to the *Access to Information Act*, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature.

PURPOSE AND REQUIREMENT

The purpose of this work is to provide information to support the development of the ecological screening assessments under The Canadian Environmental Protection Act (CEPA) 1999 for some of the metal-containing substances subject to assessment under the Chemicals Management Plan. It is anticipated that the results of this contract will inform the ecological assessment of five inorganic moieties: bismuth (Bi), lithium (Li), tellurium (Te), titanium (Ti) and thallium (Tl).

BACKGROUND

The Ecological Assessment Division (EAD) of Environment Canada conducts ecological screening assessments of substances that met the categorization criteria set out in the *Canadian Environmental Protection Act, 1999 (CEPA 1999)* in order to determine whether these substances present or may present a risk to the environment. Over the course of the Chemicals Management Plan, EAD plans to assess the potential risk to the environment associated with the potential exposure to metal-containing substances.

To perform an ecological assessment, a comprehensive characterization of the ecological effects resulting from exposure to the substance is needed. The identification and collection of data from ecological effects studies and careful evaluation of the reliability of ecological effects data is an important element of the ecological assessment process. This information, coupled with the potential for environmental exposure and other appropriate lines of evidence, can contribute to the determination of whether a moiety is causing immediate or long term harmful effects in the environment.

OBJECTIVES

The main objectives of this project are to:

1. Collect ecotoxicity data for five metals/metalloids: Bi, Li, Te, Ti and Tl and complete a report describing key findings for each moiety.
2. Perform a critical review of selected ecotoxicity studies using robust study summaries.

DESCRIPTION OF TASKS

The following are the tasks that will need to be fulfilled in order to complete this project.

It should be noted that this description of tasks is intended to be detailed enough to ensure that the Department receives, as a minimum, the information requested but, at the same time, flexible enough to permit innovation and initiative by the Contractor in the interests of the Department. The project proposal should therefore outline detailed methods and solutions aimed at fully satisfying more generally-stated information goals. The evaluation criteria for ranking proposals are detailed in Tables 2 and 3.

Task 1 – Start-up meeting / conference call

The Contractor will meet with Environment Canada representatives at the initiation of the project and as necessary during the course of the project. At the initial meeting, the Departmental Representative and the Project Team will review and finalize the work schedule, and clarify the project details. The Contractor will also be provided with relevant materials for the project.

Task 2 – Literature search of ecotoxicity data and list of references

Environment Canada will provide the Contractor with relevant material in its possession (e.g. list of known references) that are relevant to the project. The Contractor shall obtain all additional relevant information and all aquatic (water and sediment) and soil ecotoxicity data. The search will include all forms of the Bi, Li, Te, Ti and Tl moieties.

- Ecotoxicity data should include both acute and chronic endpoints pertaining to species relevant to the Canadian environment (for preferred acute and chronic endpoints and species relevant to the Canadian environment please consult Canadian Council of Ministers of the Environment (CCME) Protocol for Derivation of Water Quality Guidelines for the Protection of Aquatic Life 2007).
- Although nanomaterials are not within the scope of this contract, ecotoxicity studies conducted on nanomaterials that include tests on bulk forms or that include data relevant to the ecotoxicity of bulk forms, should be collected by the Contractor.

All references should be listed and sorted by moiety in MS Word 2010. An electronic copy of each reference will be provided to the Departmental Representative. The Contractor will provide the Departmental Representative with an initial report summarizing databases and other relevant sources for collecting ecotoxicity data and keywords used for data collection. The departmental representative may recommend new keywords and databases for the search; the contractor should adjust the search if necessary.

Task 3 – Summarize and evaluate ecotoxicity data

Compile and summarize aquatic (water and sediment) and soil ecotoxicity data for Bi, Li, Te, Ti and Tl.

Summarize all relevant aquatic (water and sediment) and soil ecotoxicity data in MS Excel 2010. A list of possible fields to include for aquatic ecotoxicity is provided in Annex 1.

Each study should be evaluated to determine its reliability and data acceptability using Environment Canada's Robust Study Summary (RSS) form.

- An example of an RSS form (for evaluating aquatic ecotoxicity) is attached in Annex 2;
- RSS forms for evaluating aquatic (water and sediment) and soil ecotoxicity will be provided to the Contractor at the start-up meeting.

Task 4 – Draft report for ecotoxicity data

Create a draft report summarizing the aquatic (water and sediment) and soil ecotoxicity data of Bi, Li, Te, Ti and Tl found in the literature, in MS Word 2010. The report will contain, but will not necessarily be limited to: a list of the literature databases searched, summary of the studies and endpoints found and evaluated (e.g., number of fish, invertebrate and plant studies, justification for reliability), description of key toxicity modifying factors, description of statistical analyses used in evaluating data, summary of key ecological effects observed in aquatic and terrestrial organisms (e.g., mortality, growth, immobility, reproduction, etc.), summary of existing toxicity thresholds (e.g., PNECs and environmental quality guidelines from other jurisdictions, if available) and of uncertainties and data gaps.

Task 5 – Provide documents, files, references

The Contractor will submit to the Departmental Representative the following items as per the milestones identified in Table 1 below:

- Electronic files (in MS Word 2010) containing draft and final ecotoxicity report revised based on comments provided by Environment Canada, Robust Study Summary forms, list of references cited and other relevant documentation
- MS Excel 2010 database containing the ecotoxicity study data
- Electronic files of all literature cited

GENERAL INSTRUCTIONS

All reports shall be written in English, and both draft and final reports shall be written in a clear and logical fashion and shall be submitted in a MS Word 2010 format. The consultant shall report all the sources of information. Key uncertainties should be identified and the source explained. The database shall be in a MS Excel 2010 format.

The tasks above are not necessarily exhaustive. The consultant is encouraged to provide any additional information discovered during the course of this work that is deemed relevant in fulfilling the objectives of this contract.

DELIVERABLES

The deliverables of this work are broken down as specified below:

Deliverable #1

The Contractor will provide a summary of the ecotoxicity data collected for all metal moieties presented in the MS Excel 2010 format (Tasks 1-2).

Deliverable #2

The Contractor will provide (Task 3-4):

- a) MS Excel 2010 databases summarizing the evaluation and reliability of all available aquatic and soil ecotoxicity data.
- b) A draft report written in MS Word 2010 on ecotoxicity of each moiety contained in one document must be sent by e-mail or by mail (on a USB key) to the Departmental Representative.
- c) Draft Robust Study Summaries for ecotoxicity endpoints must be sent by e-mail or by mail (on a USB key) to the Departmental Representative.

Deliverable #3

The Contractor will submit to the Departmental Representative all final reports, all Robust Study Summary forms and any files pertinent to the project (Task 5).

MILESTONES AND SCHEDULE

Completion of each task is subject to the approval of the Departmental Representative. The report should be provided in MS Word, and the database in MS Excel. No travel is required for this contract.

Table 1: Schedule proposed for the contract milestones and payments

Milestones	Deliverable due / Target date (Contractor)	Deliverable due / Target date (Departmental Representative)
1. Kick off meeting	Target date for kick-off	

(teleconference)	meeting: within two weeks of contract being awarded.	
2. Deliver a copy in MS Excel format of the collected and compiled ecotoxicity data, databases and other resources used in data collection.	Deliverable #1 target date: within 6 weeks of contract being awarded. The exact date to be established at the kick-off meeting.	
3. Environment Canada will review and provide comments on the compiled data.		Within two weeks of reception of the deliverable #1
4. Provide the draft report and Excel database summarizing the ecotoxicity data evaluation and RSS forms for ecotoxicity endpoints.	Deliverable #2 target date: within 3 months of the contract being awarded. The exact date to be established at the kick-off meeting.	
5. Environment Canada will review and provide comments on the draft report.		Within three weeks of receipt of the deliverable #2
6. Deliver the final report, the electronic copies of the data used and all Robust Study Summaries.	Deliverable #3 target date: by March 31, 2016.	
Total		

ACCEPTANCE

All reports, presentations and correspondence produced by the Contractor will be subject to review by the Departmental Representative. All work is to be completed to the satisfaction of the Departmental Representative.

**ANNEX B
BASIS OF PAYMENT**

(to be completed at contract award)

Appendix "A"

List of Fields to be contained within the Aquatic Toxicity Database Template

1	Chemical name	26	Statistical analyses
2	Formulation	27	Replications
3	% purity	28	Toxicant concentrations
4	Solvent	29	Control mortality
5	Notes on chemicals	30	Notes on experiments
6	Family	31	pH
7	Species common name	32	O ₂
8	Species Latin name	33	Temperature
9	Life stage	34	Alkalinity
10	Life cycle	35	Hardness
11	Habitat	36	Conductivity
12	Resident species?	37	Salinity
13	Surrogate species?	38	Water Source
14	Feeding	39	Notes on abiotic factors
15	Notes on organisms	40	Authors
16	Exposure	41	Year
17	Duration	42	Journal
18	Endpoint	43	Volume
19	Observed effect	44	Pages
20	Effect concentration (ug/L)	45	Evaluator
21	Variation	46	Other Source
22	Experimental design	47	Evaluation date
23	Test conditions	48	Notes on study
24	Toxicity methods	49	Data acceptability
25	Analytical methods	50	Notes on data acceptability

Appendix B

Sample Robust Study Summary (RSS) Form

Robust Study Summary Form to determine study reliability and data acceptability: Aquatic Toxicity			
No.	Item	Yes/No	Specify Details
1	(Reference)		
Substance			
2	Was substance CAS RN reported?		
3	Was substance chemical name reported?		
4	Was the chemical purity of the substance reported?		
5	If a finished/formulated product containing the substance of interest was tested, was a full chemical composition of the finished product provided?		
Method			
6	Was the title/reference of method reported?		
7	Was the study conducted according to an internationally-recognized method/guideline? If not, could it be considered as equal to one of the internationally-recognized methods?		
8	Was the study a GLP (Good Laboratory Practice) study?		
Test organism			
9	Were Latin and/or common names reported?		
10	Were test organisms of appropriate and acceptable length/weight and life-cycle stage/age?		
11	Were holding and acclimation conditions appropriate?		
12	Was organism loading rate/density appropriate?		
13	Was the number of organisms per replicate reported?		
14	Was the test organism relevant to the Canadian environment?		
Test design / conditions			
15	Was the type of the experiment (i.e., laboratory, mesocosm, or field) reported?		
16	Was the test duration or type of the test, i.e., acute (short-term) or chronic (long-term) reported?		

17	Were exposure pathways (food, water, or both) reported?		
18	Were the number of replicates for each concentration (including controls) reported, and were they appropriate for the test type?		
19	Was the number of substance concentrations appropriate for the test type?		
20	Were concurrent positive and negative (solvent or vehicle) controls used, and were they appropriate for the test?		
21	If a solvent/dispersant was used, was its concentration below 100 µL/L?		
22	Were mortalities in all controls reported, and were they acceptable?		
23	Algal toxicity only: Did control biomass increase exponentially by a factor of at least 16 over the test duration?		
24	Algal toxicity only: Was the daily specific growth rate in the control cultures characteristic for the species?		
25	Were nominal concentrations reported?		
26	Were measured concentrations reported, and were they maintained during the test? Was the method of calculating mean measured concentrations (i.e., arithmetic mean, geometric mean, etc.) reported?		
27	What analytical method and instrumentation were used, and were they appropriate?		
28	Was information on method validation provided?		
29	Was the system type and design (static, semi-static, flow-through; sealed or open; etc.) capable to appropriately maintain substance concentrations?		
30	Were the water chemistry parameters (pH, DOC/TOC, hardness, etc.) and temperature reported and maintained during the test?		
31	Were the test conditions (pH, temperature, DO, salinity, etc.) typical for the test organism?		
32	Were photoperiod and light intensity reported, and were they appropriate?		
33	Was information on stock and test solution preparation reported?		
34	Were intervals of biological observations reported?		
35	Was the toxicity value(s) below the chemical's water solubility (WS) value(s)?		

Results	
36	Toxicity value(s) (indicate endpoint, value, duration)
37	Were appropriate statistical methods used?
38	Were other endpoints reported?
39	Were other biological observations or adverse effects reported?
40	Justification for the reliability of the study
41	Reliability of the study
42	Justification for the data acceptability
43	Acceptability of the data