



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>beyan.alghosen@canada.ca</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>SOUMISSION 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 Collection, evaluation and characterization of biogeochemical background concentration data to inform metals assessments</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000017047</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) November 27, 2015</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 December 16, 2015</p>	<p>Time Zone – Fuseau horaire EST</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Beyan Alghosen beyan.alghosen@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone 819-938-3820</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 351 St-Joseph Blvd, Annex 5th floor, Gatineau, K1A 0H3</p>	
	<p>Security / Sécurité There is no security requirement associated with this requirement.</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. Security Requirement

1.1 There is no security requirement associated with this requirement.

2. Statement of Work

The Work to be performed is detailed under Article A, Statement of Work of the resulting contract.

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 (2015-07-03) 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"

2. Submission of Bids

2.1 Bids must be sent directly to the Contracting Authority.

Bids must be sent to the following address, by the time and date indicated below:

Beyan.alghosen@canada.ca

at – à 2:00 P.M.

on – le December 16, 2015

3. Former Public Servant – Competitive Bid

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 days 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.

6. Basis for Canada's Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

- (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 separate attachments sections as follows:

Section I: Technical Bid (electronic copy)

Section II: Financial Bid (electronic copy)

Section III: Certifications (electronic 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.

2. Proposals should be concise and should address, but not necessarily be limited to, the Statement of Work and Evaluation Criteria. It is suggested that these criteria be addressed in sufficient depth in the proposals. Simply repeating the statements contained in the Statement of Work is not sufficient; the proposals must explain and demonstrate the bidder's knowledge on issues relevant to the study, that the work requirements have been understood, how they will be carried out and any proposed changes. The proposal must include a detailed schedule with a breakdown showing time allocated for specific tasks as well as the resources assigned to each task.

To be awarded points, a project description must contain at a minimum the following information:

- Project title, client name and industry sector;
- Planned and actual dollar values;

- Planned start and finish dates;
- Nature of services provided for the project or study, methodologies and approaches employed;
- Project team members involved and their roles;
- Summary of the project; and
- Name of contact who may be contacted as a reference.

The proposal should describe in sufficient detail the technical qualifications and relevant experience of the contractor and key professional staff and sources of reference data/information.

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 carry out the Work

Section II: Financial Bid

1. Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

1.1 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for *each task* 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.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

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

Section III - Certifications

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

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 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.

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

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

Table 2 – Mandatory Criteria

Item	Description	Met	Not Met
M1	The Project Manager must demonstrate, or provide certification of, a relevant engineering or science degree. Relevant degree (from a recognized university) is defined to mean one in the following disciplines - chemical engineering, environmental engineering, mining engineering, geological engineering, earth science, environmental science, biological or chemical sciences, or any other discipline deemed relevant to the departmental representative.		
M2	At least one member of the team must demonstrate a minimum of 5 years' experience assessing the validity of environmental data through statistical analyses.		
M3	At least one member of the team must demonstrate 2 additional projects relevant to the geology and/or hydrology of Canada.		
M4	Company Expertise Component The proposal must identify: <ul style="list-style-type: none">The professional staff to be assigned to the project and their expected contribution to the project,		

	<ul style="list-style-type: none"> • Staff experience directly relevant to the work, • Relevant company experience directly related to the work (for prime and sub-contractors, if applicable). 		
M5	<p>Must include a statement of understanding of the work to be undertaken and why it has been requested. The proposal must present a work plan and describe how the contractor would carry out the tasks to achieve the project objectives.</p> <p>The contractor must include with the proposal the methodology that will be used to complete the duties described in the Statement of Work and clearly identify his/her qualifications relevant to the tasks proposed.</p>		

1.2.2 Point Rated Technical Criteria

The Proponent with the highest combined number of points for technical/management components (75%) and price (25%) will be recommended for award of the contract. The combined total points will be determined using Equation 1 below. A proposal must receive at least 31 points out of a possible 44 on Section A of the evaluation criteria and 29 out of a possible 42 on the Section B 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.

Table 3: Point Rated Criteria - Scoring worksheet (technical merit)

	Maximum Points
Section A: Quality of the proposal, approach and project management	
Demonstrated understanding of the project scope and objectives <ul style="list-style-type: none"> • Analysis of project needs and outline of project scope (5 points) • Identification of project risks and recommendations (5 points) 	10
Completeness, clarity and organization of the proposal	8
Approach and methodology proposed to meet project objectives <ul style="list-style-type: none"> • Strategy to complete work defined, including provisions for unforeseen circumstances (8 points) • Description of people and resources (4 points) 	12
Work plan demonstrates feasibility and organization skills <ul style="list-style-type: none"> • List of major tasks involved (4 points) • Description of project deliverables (2 points) • Specification of project outcomes (2 points) 	8
Experience in the management of large scientific projects. The contractor should provide a list of applicable projects with a brief description of the work that was done. (6 points)	6
Sub-total	44
Section B : Knowledge, Qualifications and Experience	
Knowledge of principles and procedures relating to environmental concentrations and environmental chemistry <p>The contractor should demonstrate their expert knowledge and experience related to:</p> <ul style="list-style-type: none"> • surface water quality modifying factors for metals and geological concepts (8 points) • hydrology and/or geology with respect to the inorganic substances identified in the request for proposals(6 points) • information sources (e.g. online databases) that contain environmental concentration data for Canadian sites (4 points) 	18

<p>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 reviews, including grey literature searches (6 points) extracting and identifying relevant data from various sources of information (6 points) 	12
<p>Knowledge of statistical principles and of data validation and data quality assurance methods, as well as experience with recognized statistical software.</p> <p>The contractor should demonstrate their expert knowledge and experience related to:</p> <ul style="list-style-type: none"> data interpretation, applied to scientific projects, that will ensure quality assurance (4 points) evidence based interpretation and advice with respect to the quality control and assurance of scientific data (4 points) the use of recognized statistical software (4 points) 	12
Subtotal	42
Total	86

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

A maximum of \$50,000.00 (excluding GST) will be paid for the completion of the project. Total value of contract is not to exceed \$50,000 (excluding GST).

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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 75% for the technical merit and 25% 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 75%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%. 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 75/25 ratio of technical merit and price, respectively. The total available points equal 86 and the lowest evaluated price is \$41,000.

Table 4. Basis of Selection - Highest Combined Rating Technical Merit (75%) and Price (25%)

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	80/86	72/86	70/86
Bid Evaluated Price	\$48,000.00	\$45,000.00	\$41,000.00
Calculations			
Technical Merit Score	$80/86 \times 75 = 69.77$	$72/86 \times 75 = 62.79$	$70/86 \times 75 = 61.05$
Pricing Score	$41/48 \times 25 = 21.35$	$41/45 \times 25 = 22.78$	$41/41 \times 25 = 25.00$
Combined Rating	91.12	85.57	86.05
Overall Rating	1st	3rd	2nd

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

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

PART 6 - RESULTING CONTRACT

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

Title: Collection, evaluation and characterization of biogeochemical background concentration data to inform metals assessments

1. Security Requirement

1.1 There is no security requirement applicable to this Contract.

2. Statement of Work

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

3. 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.

3.1 General Conditions

2010B (2015-09-03), 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.”

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

At Section 19 Copyright

Delete: In its entirety

Insert:

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

B. For standard service requirements (ex.: manual services, snow or garbage removal, cleaning, window washing, maintenance, etc.) the general conditions 2010 B General Conditions Professional Services (Medium Complexity), must be modified as follows:

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

At Section 19 Copyright

Delete: In its entirety

Insert: "Deleted"

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to February 28, 2016 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Beyan Alghosen
Title: Contracting Officer
Environment Canada
Procurement and Contracting
Address: 200 Sacre Coeur

Telephone: 819-938-3820
E-mail address: beyan.alghosen@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____ - ____ - _____

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

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert the amount at contract award*). Customs duties are _____ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

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

7.2 Limitation of Expenditure

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

whichever comes first.

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8 Invoicing Instructions

8.1 Milestone Payment

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
 - (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada;
 - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

8.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestones	Maximum Payment Amount (Taxes are excluded)	Deliverable due / Target date (Contractor)	Deliverable due / Target date (Departmental Representative)
Kick-off meeting (teleconference)	---	Target date: within two weeks of contract being awarded	Target date: within two weeks of contract being awarded
Deliver a draft copy of the database containing all the collected and compiled data, as well as basic statistics. Provide all Robust Study Summaries	40%	Deliverable #1 and #2: November 27, 2015	
Environment Canada will provide comments on the draft database and on the Robust Study Summaries.	---		within three weeks of receipt of the deliverable #1 and #2
Meeting (teleconference) for the contractor to present the approach and methodology chosen for the statistical analysis and discuss of the assumptions and uncertainties.	---	TBD between the contractor and the departmental representative, Target date: December 2015	TBD between the contractor and the departmental representative, Target date: December 2015
Deliver a draft report of the data collected, assumptions, uncertainties and basic statistics.	---	Deliverable #3: January 12, 2016	
Environment Canada will provide comments on the draft report.	---		within two weeks of receipt of the deliverable #3
Deliver the final report, all Robust Study Summaries and the database.	60%	Deliverable #4: February 26, 2016	

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) Modified 2010B General Conditions - Professional Services (Medium Complexity) (*insert date*)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s).*)

ANNEX A

STATEMENT OF WORK

PURPOSE AND REQUIREMENT:

This project will require an intensive data gathering effort to support the development of the ecological screening assessments under CEPA 1999 for metal-containing substances subject to assessment under the Chemicals Management Plan (CMP). It is anticipated that the results of this contract will be twofold. First, this work will contribute to the characterization of the natural occurrence of metal-containing substances in the environment and, second, will increase the accuracy of predicted environmental concentrations for ecological organisms. This information is important to both risk assessment and potential risk management activities.

BACKGROUND:

The Ecological Assessment Division (EAD) of Environment Canada conducts ecological screening risk 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 part of the CMP, EAD is assessing the potential risk to the environment associated with the environmental exposure of over 1000 metal-containing substances, representing ~20 elements.

A common characteristic of metals is their natural occurrence in the environment. The natural presence in the environment varies from one metal to another and between locations, according to a number of environmental and physico-chemical factors. To perform an ecological assessment, it may be important to discern relative contributions of the natural and anthropogenic metals. Metal concentration data and water quality parameters from a non-impacted area sharing similar characteristics to the identified site may also be collected to facilitate the assessment of the environmental fate of the anthropogenic releases.

In fulfillment of the deliverables of this proposed contract, EAD will be provided with a comprehensive database of background data and a report that would provide a reliable statistical methodology to describe the natural background for all remaining metals to be assessed under the CMP. The natural background concentration is a contributor to the predicted environmental concentration, having a natural and an anthropogenic component. The knowledge of the natural fraction of the metal measured concentration in impacted sites may also inform potential risk management options.

DELIVERABLES/TASKS:

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

1. To collect and compile data (from published literature) on metals concentrations from minimally impacted sites in the Canadian environment for surface water, categorized into geographic regions;
2. To evaluate the reliability and representativeness of the data collected and to perform a statistical analysis of the data;

3. To provide a written report that summarizes the methodology used, and the results of the qualitative and statistical analysis of the data collected in a format that can be easily used by Environment Canada to inform the ecological risk assessments of metals.

DESCRIPTION OF TASKS:

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 candidate firms 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 – Build a database (in MS Access or MS Excel): Collect and compile data (from existing literature) on metals concentrations in surface water from minimally impacted sites in the Canadian environment.

The contractor will identify information sources (e.g. peer reviewed literature, government websites or reports) containing background environmental concentration data (specifically surface water from fresh water systems). The contractor will produce a database of reliable environmental monitoring data. The contractor will collect and compile data required to determine the statistically representative background concentrations of the elements **Se, Al, V, Cu, Zn, CN/HCN, Ag, Bi, Sb, TI, Li, Be, Ti, Te** in surface water for up to 100 areas across Canada (determined by the departmental representative and depending on the available information for each element). The contractor will also collect and compile the water quality data (hardness, pH, temperature, dissolved organic carbon, concentrations of major ions) for each of these areas. Defining the extent of the minimum data requirements to perform a transparent and reliable analysis resides with the contractor.

Recently collected data is preferred (i.e. 2000 to present). Although a number of factors may affect the concentration of the metals in water and therefore the quality of the analysis (environmental conditions, seasonal variations, etc.), some variability is permitted if an appropriate statistical analysis is performed and prove the significance of the results. The minimum dataset must be collected and compiled to obtain a validated analysis.

Depending upon the abundance of data, the minimum dataset for each area may vary. Based on the variability of the data, the contractor will collect and compile more data as needed for obtaining a suitable and representative dataset. The data collection step is iterative, and may be repeated as many times as needed to obtain a reliable and representative dataset. The contractor may need to consult with geology and hydrology experts to be advised on the necessary dataset and on the characteristics for each of the areas.

Task 2 - Perform the basic statistical analysis of the monitoring data collected: Evaluate the reliability of the studies used by filling a Robust Study Summary form provided by Environment Canada.

The basic statistics will be presented in the database (minimum, maximum, median, mean, 90th and 95th percentiles, standard deviation and number of samples). The method used to estimate percentiles may vary depending of the data availability and the data distribution. The choice of the estimation method shall be proposed by the contractor and approved by the Departmental Representative. Defining the extent of the minimum data requirements to perform a transparent and reliable analysis will also be proposed by the contractor and reviewed by the Departmental Representative.

Studies will be evaluated for reliability by the contractor using Robust Study Summary forms which will be provided by the Departmental Representative. These forms will be filled for each of the studies or data sources to ensure the quality and robustness of the data used. Data deemed of low reliability or unreliable by the Robust Study Summary form should be identified in the database and should not be used in the report.

Task 3 - Produce a report (approximately 50 pages) that will contain a summary of the data collected, assumptions, uncertainties and the basic statistics of the concentrations of the metals of interest (Se, Al, V, Cu, Zn, CN/HCN, Ag, Bi, Sb, Tl, Li, Be, Tl, Te).

The contractor will provide a report summarizing the data collected, the methodology and the analysis for each metal and area. Descriptive geographical and geological details of the areas where data were collected and justification of the area selected are also required. The descriptive statistics will be provided in the report. The methodology used to perform the statistical analysis must be discussed and justified as well as the descriptive statistics for each metal and each area. Assumptions and uncertainties must also be discussed.

GENERAL INSTRUCTIONS:

The report shall be written in English or in French, and both draft and final reports shall be written in a clear and logical fashion and shall be submitted in a format compatible with Microsoft Word 2010. The consultant shall report all the sources of information. Key uncertainties should be identified and the source explained. The database shall be either on Microsoft Access 2010 or Microsoft Excel 2010.

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

A database presenting data collected and compiled for metals concentrations in surface water from minimally impacted sites in the Canadian environment. Basic statistics must be included in the database, as specified in the Terms of Reference.

Deliverable #2

An electronic draft of the completed Robust Study Summaries must be sent by e-mail or by mail to the Departmental Representative.

Deliverable #3

An electronic draft of the report must be sent by e-mail or by mail (via USB key) to the Departmental Representative. The draft report should reflect the specifications described in task 3 of the Terms of Reference.

Deliverable #4

A final report, addressing the comments received on the draft report, an electronic database and all completed robust study summary forms must be sent by e-mail or by mail (via USB key) to the Departmental Representative. These should reflect the specifications described in tasks above.

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.

CONFIDENTIALITY:

The parties anticipate that it may be necessary to transfer to each other 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 the life of this Agreement and for a period of five years after expiration or termination 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.

ANNEX B

BASIS OF PAYMENT

Deliverable	Maximum Payment Amount (Taxes are excluded)	
Deliverable #1 and #2	40%	\$
Deliverable #3 and #4	60%	\$
Total estimated cost:		\$