



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions – Environnement Canada</b></p> <p>867 Lakeshore Road Burlington, Ontario L7S 1A1</p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></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><b>SOUMISSION À:</b> <b>ENVIRONNEMENT CANADA</b></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><b>Title – Titre</b> Develop a Conceptual Site Model</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000017523</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2015-12-11</p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b>  at – à 2:00 P.M. on – le 2016-01-08</p>	<p><b>Time Zone – Fuseau horaire</b>  Eastern Standard Time (EST)</p>	
	<p><b>F.O.B – F.A.B</b> Not Applicable</p>		
	<p><b>Address Enquiries to – Adresser toutes questions à</b> Heidi Noble Heidi.Noble@canada.ca</p>		
	<p><b>Telephone No. – N° de téléphone</b> 905-319-6982</p>	<p><b>Fax No. – N° de Fax</b> 905-336-8907</p>	
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2017-03-31</p>		
	<p><b>Destination – of Services / Destination des services</b> Ontario Region</p>		
	<p><b>Security / Sécurité</b> There is no security requirement associated with this solicitation.</p>		
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>			
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>		
<p><b>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)</b></p>			
<p><b>Signature</b></p>	<p><b>Date</b></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 Annex 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**

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

**3. Former Public Servant – Competitive Bid**

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

**Definitions**

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

- a. an individual;

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

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

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

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

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

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

#### **4. Enquiries - Bid Solicitation**

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

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

#### **5. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 separately bound sections as follows:

Section I: Technical Bid - two (2) hard copies

Section II: Financial Bid – two (2) hard copy

Section III: Certifications – two (2) hard copies

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

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

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

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

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

### **2. 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

### **3. Section II: Financial Bid**

**3.1** 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.

### **3.2 Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for each milestone 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.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within the Ontario Region.
- (ii) travel between the successful bidder's place of business and the Ontario Region; and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.)

- (b) Equipment (if applicable): Delete
- (c) Materials and Supplies (if applicable): Delete
- (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 the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

**3.3** Bidders should include the following information in their financial bid:

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

## **4. Section III - Certifications**

### **4.1 Certifications Required Precedent to Contract Award**



Bidders must provide the required certifications Part 5.

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1.1 Evaluation Procedures**

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

### **1.2 Technical Evaluation**

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

#### **1.2.1 Mandatory Technical Criteria**

A minimum score of 70% must be obtained for the proposal to be considered responsive. Minimum required score is 49 points.

The proposal should describe in sufficient detail all the criteria specified in the Evaluation Criteria and the technical proposal must not exceed 50 pages one sided or 25 pages double sided.

#### **1.2.2 Point Rated Technical Criteria**

<b>Technical Criteria</b>	<b>Points</b>
<b>Experience and Qualifications (points in brackets):</b>	
1. a description of the goods and services the proponent has previously and/or is currently delivering with an emphasis on experience relevant to the Deliverables including: <ul style="list-style-type: none"> <li>i. a summary or overview of similar projects completed for regulatory agencies or industry associations or private/professional entities (4);               <ul style="list-style-type: none"> <li>1. 5 relevant projects or more (4)</li> <li>2. 3 – 4 relevant projects (2)</li> <li>3. 2 – 1 relevant projects (1)</li> <li>4. 0 project (0)</li> </ul> </li> <li>ii. 3 references (5):               <ul style="list-style-type: none"> <li>1. 3 references with good quality of work, on budget and on schedule on projects completed within the last 10 years) (5)</li> <li>2. 2 references with good quality of work, on budget</li> </ul> </li> </ul>	<b>9</b>

<p>and on schedule on projects completed within the last 10 years) (3)</p> <p>3. 1 reference with good quality of work, on budget and on schedule on projects completed within the last 10 years) (1)</p>	
<p>2. the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.</p> <p>i. Roles and Responsibilities provided fully for all those involved in the project (3)</p> <p>1. Information provided for all those who will be involved (3)</p> <p>2. Any Information missing (1)</p> <p>ii. Identification and relevant expertise of personnel proposed for the Project (2)</p> <p>1. Information provided for all those who will be involved (2)</p> <p>2. Any Information missing (1)</p>	<b>5</b>

<p>3. Its knowledge, skills and expertise in the following areas.</p> <ul style="list-style-type: none"> <li>i. experience in developing conceptual site models with noted experience related to contaminated sediments/aquatic environments (5); <ul style="list-style-type: none"> <li>1. 5 relevant projects or more (5)</li> <li>2. 3 – 4 relevant projects (3)</li> <li>3. 2 – 1 relevant projects (1)</li> <li>4. 0 project (0)</li> </ul> </li> <li>ii. understanding of mercury chemistry, including aquatic and atmospheric fate, transport, deposition, bioavailability and ongoing sources (5); <ul style="list-style-type: none"> <li>1. Demonstrates excellent understanding (no apparent weaknesses; strong team, highly qualified and experienced) (5)</li> <li>2. Demonstrates adequate understanding (weaknesses identified, but team likely meet requirements) (3)</li> <li>3. Demonstrates weak understanding (more than 5 weaknesses identified) (0)</li> </ul> </li> <li>iii. spatial analysis of data in particular for estimating areas and volumes affected (1); <ul style="list-style-type: none"> <li>1. demonstrated knowledge (1)</li> <li>2. knowledge not demonstrated (0)</li> </ul> </li> <li>iv. demonstrated experience with environmental management projects, preferably within the scope of RAPs (2); <ul style="list-style-type: none"> <li>1. demonstrated experience within scope of RAPs (2)</li> <li>2. experience demonstrated but <u>not</u> within scope of RAPs (1)</li> <li>3. experience not demonstrated (0)</li> </ul> </li> <li>v. sediment remediation of contaminated sites with special emphasis on Hg contaminated sites (3); <ul style="list-style-type: none"> <li>1. fully demonstrated experience (3)</li> <li>2. experience not demonstrated fully(0)</li> </ul> </li> <li>vi. knowledge and experience with contaminated sediment remedial options including monitored natural recovery (3); and <ul style="list-style-type: none"> <li>1. demonstrated experience including monitored natural recovery with contaminated sediment (3)</li> <li>2. experience not demonstrated (0)</li> </ul> </li> <li>vii. Understanding of federal/provincial regulations/guidelines relating to the management of contaminated sediments (1). <ul style="list-style-type: none"> <li>1. demonstrated understanding (1)</li> <li>2. understanding not demonstrated (0)</li> </ul> </li> </ul>	<p><b>20</b></p> <p>Page   11</p>
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<p>4. <u>Understanding of the Project/Work Plan</u> Proposals must include the following Information:</p>	
<p>i. Demonstration of the proponent's understanding of the project to be undertaken/deliverables to be provided including a description of the approach it will take to meet EC's requirements.(20)</p> <ol style="list-style-type: none"> <li>1. Demonstrates excellent understanding (no apparent weaknesses; strong team, highly qualified and experienced) (20)</li> <li>2. Demonstrates adequate understanding (some weaknesses identified (less than 3), but team likely meet requirements) (16)</li> <li>3. Demonstrates weak understanding (no more than 5 weaknesses identified) (12)</li> <li>4. Demonstrates weak understanding (more than 5 weaknesses identified) (8)</li> </ol>	<b>20</b>
<p>5. a detailed work plan for the Deliverables it will provide, including all tasks, milestones, and time-fames, (this should be accomplished using a Gantt chart, graphic or other tool). Proponents should schedule the completion of all Deliverables for the Firm Requirement (CSM) by no later than March 31, 2016 and the Optional Requirement as per Schedule below.</p> <ol style="list-style-type: none"> <li>1. Complete workplan (no missing information) (15)</li> <li>2. Some information missing (no more than 3) (12)</li> <li>3. Some information missing (no more than 5) (9)</li> <li>4. Much information is missing (more than 6) (6)</li> </ol>	<b>15</b>
<p>6. an organizational chart indicating how the proponent intends to structure its working relationship with the EC and any subcontractors.</p> <ol style="list-style-type: none"> <li>1. Complete organization chart including backup staff (1)</li> <li>2. Organization chart missing information (0)</li> </ol>	<b>1</b>

### 1.3 Financial Evaluation

#### 1.3.1 Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids which fail to meet the mandatory financial criteria will be declared non-responsive. Each criterion should be addressed separately.

The maximum budget allocated for this project shall not exceed \$56,000.00 (HST extra), (including all labour, associated costs, and subcontractors). Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment Canada to pay such an amount.

### **1.3.2 Evaluation of Price**

Proposals will be evaluated out of 30 points

The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price.

A minimum score of 70% must be obtained for the proposal to be considered responsive.

## **2. Basis of Selection**

### **Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory financial criteria; and
  - (c) obtain the required minimum of 49 points overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

	<u>Bidder</u>		
	<u>Bidder 1</u>	<u>Bidder 2</u>	<u>Bidder 3</u>
<u>Overall Technical Score</u>	<u>85/100</u>	<u>66/100</u>	<u>68/100</u>
<u>Bid Evaluated Price</u>	<u>\$55,000.00</u>	<u>\$50,000.00</u>	<u>\$45,000.00</u>
<u>Calculations</u>			
<u>Technical Merit Score</u>	<u>85/100 x 70 = 59.5</u>	<u>66/100 x 70 = 46.2</u>	<u>68/100 x 70 = 47.6</u>
<u>Pricing Score</u>	<u>45/55 x 30 = 24.55</u>	<u>45/50 x 30 = 27</u>	<u>45/45 x 30 = 30</u>
<u>Combined Rating</u>	<u>84.05</u>	<u>73.2</u>	<u>77.6</u>
<u>Overall Rating</u>	<u>1st</u>	<u>3rd</u>	<u>2<sup>nd</sup></u>

## **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\\_eq/equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_eq/equity/eq/emp/fcp/list/inelig.shtml)

available from Employment and Social Development Canada (ESDC) - Labour's website.

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

## **2. Additional Certifications Required Precedent to Contract Award**

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

### **2.1 Status and Availability of Resources**

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

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

### **2.2 Education and Experience**

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

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

## **PART 6 - RESULTING CONTRACT** *(at contract award, delete this line)*

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

**Title:** *(insert title at contract award)*

### **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."

**For professional services requirements where the deliverables are copyrightable works:**

#### At Section 19 Copyright

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.

#### **4. Term of Contract**

##### **4.1 Period of the Contract**

The Work is to be performed during the period of Contract Award to March 31, 2017

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Heidi Noble  
 Title: Procurement Officer  
 Environment Canada  
 Procurement and Contracting  
 Address: 867 Lakeshore Road, Burlington, Ontario L7S 1A1

Telephone: 905-319-6982  
 Facsimile: 905-336-8907  
 E-mail address: Heidi.Noble@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

The Contractor's Representative for the Contract is:

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)*.

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.

## **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.

## **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) (2015-09-03)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;

(e) the Contractor's bid dated

## ANNEX A

### STATEMENT OF WORK

#### **PURPOSE**

The purpose of this request for proposals is to develop a Conceptual Site Model (CSM), site specific restoration objectives, goals and targets to be achieved through Monitored Natural Recovery (MoNR) and to recommend components of a long term monitoring plan to assess the effectiveness of MoNR in the St. Lawrence River Area of Concern.

#### **STATEMENT OF WORK**

##### **Background**

There are three distinct zones of mercury-contaminated sediment in the St. Lawrence River along the Cornwall waterfront (see Figure 1). The contamination originated from more than 70 years of discharges from three local industries.

The sediment contamination is one reason that the St. Lawrence River at Cornwall was designated as a Great Lakes Area of Concern (AOC) under the Canada-U.S. Great Lakes Water Quality Agreement.

A Contaminated Sediment Strategy (CSS) was developed and implemented in 2005 as a long-term management plan for the historically contaminated sediment in the three zones. The strategy, which adopted Monitored Natural Recovery (MoNR) as the remedial option, was developed through a science-based consensus of community partners, environmental groups, and federal/provincial, municipal, and Mohawks of Akwesasne governments.

The 2005 CSS was based on a review of 30 years of environmental studies of the St. Lawrence River which suggested that:

- contaminated sediment was being covered naturally with cleaner sediment, which has created a natural cap
- the sediment was stable, and in general, not disturbed by weather, wind, or by boat traffic
- sediment-dwelling organisms at Cornwall were healthy and the sediment was not toxic to them
- the area was home to many kinds of fish that were healthy and producing well
- left undisturbed, the sediment doesn't pose a risk to people or the environment, however, there were restrictions on the consumption of local fish due to Hg contamination.

A guiding principle of the CSS was that historically contaminated sediment deposits should be left in place, undisturbed, to allow for continued natural recovery. Administrative controls and long-term environmental monitoring were also part of the strategy, which included consideration for the hydrodynamics and bathymetry of the river.

Implementation of the CSS through the Administrative Controls Protocol is the shared responsibility of seven agencies: Environment Canada (EC), the Ministry of the Environment and Climate Change (MOECC), the Department of Fisheries and Oceans, the Ontario Ministry of Natural Resources and Forestry, the Mohawk Council of Akwesasne, the City of Cornwall, and the Raisin Region Conservation Authority.

In 2010, Golder Associates was retained to produce an update on the status of the CSS. The specific purposes of the 2010 review included:

- summarizing the results of the studies undertaken since the CSS was implemented to provide a current understanding of sediment mercury contamination in the St. Lawrence River (Cornwall) Area of Concern (AOC); and
- summarizing the results of in-water project proposals that had been reviewed between 2005 and 2010 under the CSS Administrative Controls Protocol process (i.e. since the strategy was implemented).

The report offered several recommendations for areas of continued study and evaluation; however, the overall conclusion was that monitored natural recovery continues to be the most practical approach for the Cornwall area. The results of the 2010 update are provided in the report entitled, “Cornwall Sediment Strategy – 2010 Update (Golder Associates, March 2010)”.

In addition Golder prepared a 2010 Mercury Trackdown Report which investigated several known mercury sources upstream of the contaminated sediment. The investigation included soil, groundwater, surface water and storm water sampling to assess contributions from the various sources. The report concluded that there were several potential runoff sources of mercury present in the Cornwall area.

To date, subsequent to the completion of the 2010 Golder review, there have been several new studies in the AOC.

In 2011, the MOECC collected fish for mercury analysis from the St. Lawrence River AOC to examine long-term temporal trends in mercury (Hg) concentrations from each river block and assess differences in mercury concentrations among river blocks both historically (1975-1979) and recently (2000-2008). The report concluded that;

- Mercury concentrations for Yellow Perch have declined in the sampled areas of the St. Lawrence River (Cornwall) AOC which suggested some degree of recovery from mercury contamination in the AOC for this species.
- While mercury concentrations have declined for Northern Pike, Smallmouth Bass and Walleye, trends were not statistically significant through time and consumption restrictions for the sensitive population remain in place.

In 2012 the MOECC collected fish for the Fish Contaminant Monitoring Program. The data from that sampling event was incorporated into the latest version of the *Guide to Eating Ontario Fish* (2015-2016).

In 2012 Environment Canada collected benthic organisms and sediment. Sediment contaminant concentrations, sediment toxicity, benthic invertebrate community structure, and benthic invertebrate tissue mercury residues were evaluated to assess whether conditions had improved within the St Lawrence AOC. The report, *Benthic conditions in the St. Lawrence River at Cornwall Area of Concern 2012 and trends from 1997 to 2012* (2015) concluded that:

- Sediment [total Hg] remains elevated and there was little change in concentrations since 2007, with the exception of zone 3 where sediment [total Hg] was similar or lower than concentrations in 2007. Sediment methylmercury (MeHg) was more variable, primarily showing decreases from 2007 but also increases and similar concentrations at other sites.
- Of the 12 exposed sites sampled for sediment bioassays in 2012, 3 were severely toxic, 1 was toxic, 3 were potentially toxic, and 5 were non-toxic. Toxicity was slightly increased in zone 2 from previous years, while it remained consistent in zones 1 and 3.
- Benthic invertebrate [total Hg] were elevated at exposed sites compared with reference sites. With the exception of chironomids at some sites in zone 2, [total Hg] were similar or lower than those from 2007 or 2001. Benthic invertebrate [MeHg] concentrations mostly remained elevated above reference values, or in a few instances, were similar to reference levels; [MeHg] showed declines since 2007 or 2001 with some exceptions and were highest in zone 1.
- There was no evidence of impaired benthic communities in 2012.

In 2014, the St. Lawrence River Institute of Environmental Sciences (SLRIES) assembled all available mercury sediment data collected between 1991-2013 for the AOC in a Geographic Information System (GIS), and applied spatial analysis in order to identify trends and areas that may require further sampling. The study identified a lack of data for sediment Hg concentrations within 10 m of the shore and within areas where projects, such as dock construction, with the potential to disturb sediment may occur.

In 2015, the St. Lawrence River Institute of Environmental Sciences completed the report *A Spatial Analysis of Mercury Concentrations in Shoreline Sediments of the St. Lawrence River (Cornwall) Area of Concern*. The associated study assessed the sediment mercury in the three identified zones by sampling sediment at sites at 1 m, 5 m and 10 m off of shore. The report concluded that:

- In contaminated zones (zones 1, 2, and 3), shoreline sediment Hg concentrations were highly variable.
- Sediments taken from an uncontaminated reference zone showed no contamination consistent with historical data.
- Sediments from previously sampled offshore sites in zones 1 and 2 showed evidence of contamination as expected but not to the extent of previous studies.
- Sediment samples taken within 1 m or 5 m from shore had significantly lower mercury concentrations than sediments sampled at 10 m from shore.
- A significant (positive) relationship was found between Hg concentrations in shoreline sediments and sediment organic matter.
- Approximately 61% of shoreline sediment samples exceeded Provincial Sediment Quality Guideline's Lowest Effect Level and 14% exceeded the Severe Effect Level.
- The highest sediment Hg concentrations were found in a number of samples taken in western zone 2. Spatial analysis also revealed a cluster of significantly higher Hg concentrations in this area.

### **Objective**

The successful proponent will review in detail, the documents listed in the Resources section to develop a pictorial and narrative Conceptual Site Model (CSM) for the St Lawrence River AOC (Cornwall); identify site specific restoration objectives and goals to be achieved through MoNR ; establish short and long term achievable and realistic remedial action targets; and recommend

components of a long term monitoring plan to assess the effectiveness of MoNR in meeting those objectives, goals and targets.

**Study Area**



**Figure 1.** St Lawrence AOC (Cornwall) – Contaminated Sediment Management Zones



### Description of Deliverables

The successful proponent will use existing scientific information including site studies listed in the Resources section below and others as determined appropriate by the proponent for the development of:

#### **1. Firm Requirement: Conceptual Site Model**

- Site characterization, the interactions between contaminant, the ecosystem and the receptors across the AOC and over time;
- Figures pictorially illustrating the CSM structure and interactions; and
- A workplan to address the Optional Requirement below (Task 4 - objectives, goals and targets).

#### **2. Optional Requirement: Objectives, Goals, Targets and Outline for Long Term Monitoring Plan**

- Site specific objectives, goals to be achieved through MoNR;
- Establish short and long term achievable and realistic remedial action targets; and
- Develop an outline for a long term monitoring plan to assess the effectiveness of MoNR in meeting those objectives, goals and targets.

**\*NOTE: Optional Requirement will only be completed if requested by EC. The proponent's proposal is to include proposed costs for completing the Optional Requirement.**

The following deliverables are required for each Requirement:

- A. a draft report, a table describing how each comment on the review of the draft report will be addressed by the proponent, a revised draft in track changes, and a final report;
- B. a technical powerpoint presentation summarizing the findings of the report (draft, final); and
- C. a public friendly powerpoint presentation summarizing the findings of the report (draft, final).

### **Tasks for Firm Requirement (CSM)**

#### **Task 1 – Document Review**

- The successful bidder will review and summarize key points and findings from all the noted CSS related reports from 2010 – 2015 as outlined in the Resource Section (10 reports) in a table format.

#### **Task 2 – Develop CSM using all the information available to date and those that will be available in 2015/2016, and update CSS Map**

- The CSM is intended to represent the site-specific state of understanding of contaminant sources, fate, transport, and potential exposure of contaminants to receptors. It provides an organized framework to understand and communicate current conditions at the site relative to the potential for contaminants to interact with humans and the environment, and will assist with effective remediation decision-making. This CSM is intended to include the original data used to develop the CSS and all new data generated post 2000. The CSM will aid EC, MOECC and other stakeholders to assess the success of the selected remedial option (MoNR) to protect or restore the environment and protect human and ecological receptors. The CSM report should follow the Table of Contents outline as presented in Appendix A and should include the following:
  - . *This data will assist with further delineating sediment mercury concentrations around the sampling sites identified in the 2015 CSS Mapping Project.)*
  - *Include the propeller wash study results to be available in January 2016. (A study to assess the effect of motorboat propeller wash from recreational watercraft, particularly during periods of the year with minimal aquatic macrophyte growth conditions (e.g. June to July) and in nearshore areas with minimal aquatic macrophyte cover, on the re-suspension of sediment in the nearshore areas of the three designated contaminant zones under the CSS is currently in Historical and Ongoing Sources: Contaminant sources of Hg should be identified, and the status of source mitigation efforts.*
  - *Migration Pathways, Fate and Transport:* identify important and minor pathways by which contaminants may reach biological receptors, and discuss natural recovery mechanisms.
  - *Receptors and Risks:* Summarize current knowledge of sediment-related risks to benthic invertebrates, fish, and wildlife.
  - *Sediment Stability and Deposition Rates:* Discuss factors that affect whether contaminants in buried sediments are likely to remain physically isolated from biological receptors into the future and summarize current knowledge on deposition rates.

- *Key Issues, Knowledge Gaps and Recommendations:* Integrate information from the foregoing sections to offer specific recommendations for further investigation required to finalize /improve the CSM, and to allow for the design of a comprehensive long term monitoring plan to measure the success of MoNR at protecting or restoring the environment, and protecting human and *ecological receptors*.
- *Assess on-going effectiveness of the Administrative Controls procedures under the CSS.*
- *Include the new nearshore sediment chemistry data to be available in January or February 2016. (Approximately sixty-four (64) sediment core samples will be taken along the shoreline areas within the three designated contaminant zones under the CSS and will be sectioned for the analysis of mercury, and organic content. Eight of the 64 core samples will also be analyzed for, trace metal, PAH and petroleum hydrocarbon progress and results will be available at the end of December 2015)*
- *Update the CSS Map with nearshore sediment chemistry data to be available in January or February 2016.*

**Task 3 – Based on the CSM, develop a workplan to describe how the proponent will address the points listed under Task 4. This workplan should be submitted with the revised draft CSM report.**

#### **Tasks for Optional Requirement**

**\*NOTE: Optional Requirement will only be completed if requested by EC. The proponent's proposal is to include proposed costs for completing the Optional Requirement.**

#### **Task 4 - Identify site specific objectives, goals and establish targets**

- Identify site specific sediment remediation objectives and goals as they apply to MoNR and establish short and long-term targets to measure the effectiveness of monitored natural recovery over time to meet the goals and objectives. These targets (be they Hg and/or MEHg sediment and/or tissue concentrations for example), must be measurable and realistic based on the existing available datasets for the Cornwall AOC.

#### **Task 5 - Recommend long term monitoring approaches**

- A commitment to long term monitoring is required as part of any sediment management strategy in order to confirm the success of the selected remedial option at protecting or restoring the environment and protecting human and ecological receptors. The proponent is required to recommend long term monitoring approaches that are realistic and effective based on the available site data to evaluate the effectiveness on MoNR (for example: sediment deposition, sediment coring, fish tissue concentrations, BEAST etc.). The suggested approaches will be the basis for the development of a Long-Term Monitoring Plan and required sampling design at a later date.

#### **Presentation**

The successful proponent will be required to conduct two presentations for the Firm Requirement (CSM) and two presentations for the Optional Requirement:

- one technical presentation to the Steering Committee (Cornwall); and
- one public friendly presentation to the public (Cornwall).

### **Reporting**

The successful proponent will be required to Report to EC via e-mail on its activities, including: an update on the tasks completed, schedule, issues, incidents, and anticipated tasks to be completed during the next reporting period;

The successful proponent will be required to submit to EC a project report containing all of the findings relating to Tasks 1 to 3, and if requested Tasks 4 and 5.

The CSM report should be organized as per Appendix A (attached) and must include key issues, data gaps and recommendations.

A draft copy of the project report is to be submitted to EC electronically. The draft report must be submitted in its entirety, including all appendices. The steering committee will review the draft project report submitted by the successful proponent and will provide comments. All comments must be addressed by the successful proponent and incorporated into a revised draft report which will be provided in revision mode (i.e. Track Changes) for final concurrence prior to finalization. The successful proponent will provide to EC an electronic copy of the final project report on a CD-ROM and ten (10) colour hardcopies.

The successful proponent will deliver the final reports to EC in pdf format (will also submit all working files i.e. Microsoft Word, Microsoft Excel, Microsoft Access, Power Point, GIS, etc.) and hardcopy as per the milestones listed in section 12 of this RFP.

### **Meetings with the Steering Committee**

The successful proponent will be required to participate in up to three (3) face-to-face meetings (Cornwall) and bi-weekly conference calls for each Requirement. The successful proponent will be required to record and provide draft and final notes from the meetings.

### **Schedule**

**The milestones and delivery dates for the Firm Requirement (CSM) are as follows:**  
(all dates reflect period after contract award)

<b>Deliverables</b>	<b>Tentative Due Date</b>
<ul style="list-style-type: none"> <li>• Workplan and preliminary data gaps</li> </ul>	<ul style="list-style-type: none"> <li>• Prior to the Project Kick-off Meeting in Cornwall</li> </ul>
<ul style="list-style-type: none"> <li>• Project Kick-Off Meeting</li> </ul>	<ul style="list-style-type: none"> <li>• Within two weeks following execution of agreement – Cornwall</li> </ul>
<ul style="list-style-type: none"> <li>• Bi-weekly Reports</li> </ul>	<ul style="list-style-type: none"> <li>• within 5 working days following the first two weeks after execution of Agreement</li> </ul>
<ul style="list-style-type: none"> <li>• Draft CSM Report</li> </ul>	<ul style="list-style-type: none"> <li>• 8 weeks</li> </ul>
<ul style="list-style-type: none"> <li>• Revised CSM Draft Report</li> </ul>	<ul style="list-style-type: none"> <li>• 12 weeks</li> </ul>

• Draft workplan for Task 4	• 12 weeks
• Final CSM Report	• 16 weeks
• Final workplan for Task 4	• 16 weeks
• Draft Technical Power Point Presentation	• 8 weeks
• Final Technical Power Point Presentation	• 16 weeks
• Draft Public Power Point Presentation when	• 12 weeks
• Final Public Power Point Presentation	• 16 weeks

All dates are subject to change at EC's sole discretion.

**The milestones and delivery dates for the Optional Requirement (Tasks 4 and 5) are as follows (all dates based on EC Initiation of the Optional Requirement):**

<b>Deliverables</b>	<b>Tentative Due Date</b>
• Bi-weekly Reports	• 2 weeks
• Draft Report	• 4 weeks
• Revised Draft Report	• 8 weeks
• Final Report	• 12 weeks
• Draft Technical Power Point Presentation	• 8 weeks
• Final Technical Power Point Presentation	• 12 weeks
• Draft Public Power Point Presentation	• 8 weeks
• Final Public Power Point Presentation	• 12 weeks

All dates are subject to change at EC's sole discretion.

## **Resources**

(1) EC has provided in this RFP the following items:

- Dreier, S.I. Cornwall, Ontario Waterfront Sediment Review of Environmental Studies from 1970 to 1999. MOE Eastern Region. May 2000. Joint project of MOE and EC.
- The 2005 Cornwall Sediment Strategy (2010)
- Cornwall Sediment Strategy Administrative Controls Protocol Guidance Document (2005)
- Spatial and temporal trends in sport fish mercury concentrations in the St. Lawrence River (Cornwall) Area of Concern (AOC) (2011)
- "Weight of Evidence" - Case Study "Delist" OR "Area in Recovery"-Lessons Learned 2014 River Symposium (2014)

(2) EC will provide the successful proponent with a copy of the following documents/reports following execution of the contract:

- Assessment of the Potential for Mercury Bio magnification from Sediment in the St. Lawrence River (Cornwall) Area of Concern (2003)
- Evaluation of Sediment Management Options for the St Lawrence River (Cornwall) Area of Concern (2004)
- Sediment Chemical Assessment of the Cornwall Canal. St Lawrence River, Ontario (2006)
- 2004 Sediment Characterization: Cornwall Oil Tank Storage Area (2007)
- 2004 Sediment Characterization: Cornwall Zone 1 & 2 Sediment Sampling. (May 2007)
- Monitoring of Benthic Conditions in the St. Lawrence River at Cornwall, 2007 (2009)
- Mercury Trackdown Project (2010)
- Cornwall Sediment Strategy 2010 Update (2010)
- Assessment of fish mercury levels in the upper St. Lawrence River, Canada (2012)
- 2012 Ministry of Environment Fish Contaminant Monitoring Program Data for the St Lawrence River AOC
- A Spatial Analysis of Mercury Concentrations in Shoreline Sediments of the St. Lawrence River (Cornwall) Area of Concern (2015)
- Benthic conditions in the St. Lawrence River at Cornwall Area of Concern 2012 and trends from 1997 to 2012 (2015)
- Effects of propeller wash on resuspension of sediments (January 2016)
  
- Additional sediment chemistry data from nearshore areas to refine the designated contaminant zones (January/February 2016 )
- Access to Cornwall Sediment Strategy GIS Database for the purpose of developing the Conceptual Site Model (to be obtained from the St. Lawrence River Institute of Environmental Sciences upon signing of a data sharing agreement)

**ANNEX B**  
**BASIS OF PAYMENT**

**1.0 Professional Fees:**

Tasks for Firm Requirement:

Task 1 – Document Review: \$ \_\_\_\_\_

Task 2 – Develop CSM using all the information available to date and those that will be available in 2015/2016, and update CSS Map: \$ \_\_\_\_\_

Task 3 – Based on the CSM, develop a workplan to describe how the proponent will address the points listed under Task 4: \$ \_\_\_\_\_

Summary:

Total Professional Fees:	\$ _____
Total Subcontract Fees:	\$ _____
Total Travel Expenses:	\$ _____
Subtotal Expenses;	\$ _____
Applicable Tax:	\$ _____
Total Expenses	\$ _____

Tasks for Optional Requirement:

Task 4 - Identify site specific objectives, goals and establish targets: \$ \_\_\_\_\_

Task 5 - Recommend long term monitoring approaches: \$ \_\_\_\_\_

Summary:

Total Professional Fees:	\$ _____
Total Subcontract Fees:	\$ _____
Total Travel Expenses:	\$ _____
Subtotal Expenses;	\$ _____
Applicable Tax:	\$ _____
Total Expenses	\$ _____

**2.0 For Cost Reimbursable Expenses**

**2.1 Travel**

For the requirements relative to travel described in Meeting with Steering Committee Section of the Statement of Work in Annex A

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead, in accordance with 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".

All travel must have the prior authorization of the Departmental Representative.

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

- a. Work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- b. Any travel between the Contractor's place of business and the NCR; and
- c. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all-inclusive fixed time rates specified in subsection A-1.0 above.

Total Estimated Cost of Authorized Travel and Living Expenses: \$\_\_\_\_\_ (*insert amount at contract award*)

## **2.2 For Subcontract**

The Contractor will be reimbursed the expenses for a subcontractor it reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and administrative overhead. These expenses will be paid upon submission of a copy of the invoice (choose "supported by receipt vouchers" (*as applicable*)) the contractor received from the subcontractor.

Total Estimated Cost of Subcontract: \$\_\_\_\_\_ (*insert amount at contract award*)

## **2010B 10 (2013-03-21) Invoice Submission**

1. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - b. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - c. deduction for holdback, if applicable;
  - d. the extension of the totals, if applicable; and



- e. if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### **3.0 The proposed contract will be from the date of contract award 31 March 2016.**

#### **3.1 Option to Extend Contract**

It is understood and agreed that the contractor grants to Environment Canada the irrevocable option to extend the term of the proposed contract for a period of 12 months with the Optional Requirement, described in the Description of Deliverables Section of the Statement of Work in Annex A, for the period of April 1, 2016 to March 31, 2017 under the same terms and conditions. Environment Canada may exercise this option at any time by sending a notice to the contractor at least fifteen (15) calendar days prior to the contract expiry date. The contractor agrees that, during the extended period of the contract, the rates/prices will be in accordance with the provisions of the contract.

