



<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 Updating the Water Quality in Canadian Rivers Indicator: Reporting Trends and Improving Reporting</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000019444</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2016-01-19</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 10:00 A.M. on – le February 2, 2016</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@canada.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) 2017-03-31</p>	
	<p>Destination - of Services / Destination des services Gatineau</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 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

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

The proposal will include technical, cost and company expertise components.

2.1 Bids must be sent directly to the Contracting Authority.

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

Beyan.alghosen@canada.ca

at – à 10:00 A.M.

on – le 2 February, 2016

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 Quebec

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 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.
- (b) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (c) 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

Mandatory	Yes	No
M1 The proposal must include a statement of understanding, not to exceed one page in length, 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. The Contractor shall include with the proposal the methodology to be used to review how to improve reporting of the WQI.		
M2 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;• Staff experience directly relevant to the work; and• Relevant company experience for prime and sub-contractors directly related to the work.		

1.2.2 Point Rated Technical Criteria

The proposals submitted will be evaluated in accordance with the criteria identified in the table below, and based on best value for the Crown. Bidders are advised to address these requirements in the identified order and in sufficient depth in their proposals to enable a thorough review. Environment Canada's evaluation will be based solely on the information contained in the proposal. Environment Canada may confirm information or seek clarification from Bidders.

For a proposal to be technically acceptable it must receive a score of 70% or better in each of the categories A, B, C and D of the Evaluation Criteria identified in the Terms of Reference. Only technically acceptable proposals will be considered for final selection.

The contract will be awarded to the firm obtaining the lowest compliant cost per point proposal determined by dividing the bid price by the total points achieved in the evaluation of the bidder's proposal.

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

Point Rated Criteria - Scoring worksheet (technical merit)

Criteria	Maximum Score	Score Achieved
PR 1: Understanding of Requirements		
Contractor understands fully the project components		
• Contractor demonstrates an understanding of the Canadian Environmental Sustainability Indicators program.	1	
• Contractor demonstrates an understanding of the Freshwater Quality Indicator.	1	
• Demonstrates an understanding of the issues around improving reporting of the WQI.	3	
Contractor has expressed the project in terms of their understanding and not re-quoted RFPO Statements	5	
Sub-total	10	
PR 2: Project Team Experience		
Qualifications and Experience		
• In the last five years, the project team proposed has direct experience in:		
• scientific analysis; and	9	
• plain language, science communication on the web	9	
Please provide links to a minimum of 3 examples of each type of project.		
• The project team must be composed of at least:		
• One senior member with a minimum of 15 years' experience in environmental consulting. Additional members of a team should have a minimum of 5 years' experience, on average, per person.	10	
• One member of the team must be familiar with the analysis of environmental data	5	
• One member must demonstrate the ability to generalized environmental data to report on environmental indicators for the general population	5	
• The project manager should be identified for the project and should have been a full-time employee of the company for the last two	2	

years.		
Sub-total	40	
PR 3: Work Management		
Scheduling and Work Plan <ul style="list-style-type: none"> • The proposed work steps are logical and clearly identified; challenges are identified and addressed. The Contractor’s approach provides for attainment of objectives within time given. • The proposed work plan is detailed enough to understand all timelines and dependencies including budget and time allocations per work-plan step. 	5	
Quality Control <ul style="list-style-type: none"> • The proposal outlines the methodology (process) and the responsibility (who) or quality control during all phases of the contract. 	5	
Reporting <ul style="list-style-type: none"> • The proposal outlines the methodology, frequency and responsibility for reporting on the project during all phases of the contract. 	5	
Sub-total	20	
PR 4: Proposed Methodology		
Approach for to update the WQI <ul style="list-style-type: none"> • The approach is clear, organized and easy to understand • The proposal provides details and rationale for the approach taken • The methodology provides a clear and logical approach to achieving contract deliverables (i.e., how it will be completed in requested timelines, etc.). 	8 4 8	
Sub-total	20	
PR 5: Quality of Proposal		
Clarity, Organization and Logic <ul style="list-style-type: none"> • The proposal is written in a clear and concise manner and is easily understood. • The proposal is complete and contains all the required aspects in the RFP. • The proposal provides for a clear logical flow of information and details. 	5 3 2	
Sub-total	10	
Total	100	

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

The cost quotation must identify the level of effort and estimated cost for each deliverable in the work plan, the estimated cost of professional and support personnel, materials, equipment communications and supplies.

A maximum of \$40,000.00 (excluding HST/GST) will be paid for the completion of the project. Each task will not exceed \$15,000 before applicable tax

2. Basis of Selection - Lowest Price Per Point

- (a) To be declared responsive, a bid must:
 - (i) comply with all the requirements of the bid solicitation;
 - (ii) meet all mandatory technical evaluation criteria; and
 - (iii) obtain the required minimum of 70% percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points."
- (b) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

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: Updating the Water Quality in Canadian Rivers Indicator: Reporting Trends and Improving Reporting

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 March 31, 2017 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

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

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are (*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 Payments

- (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:

Deliverable	Deliverable Due Date	Amount
Deliverable #1	Within 8 weeks of award of contract or no later than 27 May 2016	10%
Deliverable #2	Within 10 weeks of award of contract or no later than 10 June 2016.	30%
Deliverable #3	Within 10 weeks of authorization of Task 2 or no later than 29 July 2016.	10%

Deliverable #4	Within 12 weeks of authorization of Task 2 or no later than 15 August 2016.	30%
Deliverable #5	Within 10 weeks of authorization of Task 3 or no later than 15 November 2016	10%
Deliverable #6	Within 12 weeks of authorization of Task 3 or no later than 30 November 2016	10%

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 Quebec

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)
- (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

Background

The Canadian Environmental Sustainability Indicators (CESI) Program has a mandate to report to Canadians on the state of the environment and to track progress towards the goals and targets of the Federal Sustainable Development Strategy. In 2005, CESI reported the first overall picture of freshwater quality for Canada using a histogram built on scores calculated using the Canadian Council of Ministers of the Environment's Water Quality Index. After 10 years of reporting the Freshwater Quality Indicator (WQI), Environment Canada and partners are reviewing its methods and presentation.

To be useful, a good indicator should be able to assess trends, compare places and situations, provide simplified data, monitor progress, and identify and signal emerging issues. While the data underlying the WQI includes numbers to report these elements, the information shared with the public does not cover the full range of reporting possibilities. For example, changes in the WQI through time are calculated by assessing changes in index scores between the first year and most recent reporting period using estimates of the variability of the score calculated by bootstrapping. While the tool evaluates change in the index between two reporting periods, it is inconclusive for the majority of sites.

Objective

The objective of this project is to develop a method to report on changes in freshwater quality in Canada over the last 11 years and to provide options to improve the WQI reporting in a manner that will maximize the information contained in the indicator for public reporting on the web.

Tasks

The work for this contract is divided into three tasks:

- Task 1: Establish a method to evaluate changes to national freshwater quality through time and provide an approach to presenting the results to the public;
- Task 2: Develop reporting and methodological options to enhance regional reporting on freshwater quality across Canada and recommend the best approach to report to the public at this scale; and
- Task 3: identify and recommend novel ways to report on Canadian freshwater quality to the public at all geographic scales.

All tasks will involve exploring the available WQI data, conducting analyses, identifying outstanding issues and potential solutions, and making recommendations for improving how the WQI is reported to the public.

Task 1

For the first task, the Contractor will undertake an analysis of the available WQI data to identify at least three approaches to report on trends in the data between 2003 and 2013. Approaches do not have to be restricted to statistical techniques. At least one of these approaches should be novel; others may build on existing methods that have been tested during WQI development. All approaches must be built using credible analytical techniques for assessing trends in indicators. The contractor will document the methods explored and recommend the best one to be pursued. Examples of indicator reporting content will follow presentation guidelines and templates provided by the Departmental Representative.

Responsibilities under Task 1:

- 1) Meet with the Departmental Representative, either via a face-to-face meeting or teleconference, within a week of the award of the contract to discuss and agree upon a timeline for the completion of the first task. The Contractor will provide an e-mail detailing the work plan, including timelines, one week following the kick-off meeting.
- 2) Using data and information provided by Environment Canada, the Contractor will suggest a minimum of three ways, with at least one novel way, to report national trends in freshwater quality. All methods need to be credible. The data to be provided include the WQI data holdings, previous investigations into how to report on changes in freshwater quality, and other considerations and analysis. The analysis should include reporting options and document the pros and cons (e.g., potential issues/problems in design or interpretation) of each method.
- 3) In a draft report, the Contractor will detail the analysis used and describe the three (or more) approaches to reporting on national trends in freshwater quality using the WQI results. These approaches will include methods to detect changes in the national WQI and recommended ways for reporting the results in plain language to the public using examples. The contractor will also recommend and justify the best approach. The Contractor should identify any limitations to all methods that may affect the calculation and interpretation of the final indicator and propose solutions.
- 4) The Contractor will meet with the Departmental Representative, either via a face-to-face meeting or teleconference, to discuss the proposed options of how to report on changes in water quality outlined in the draft document.
- 5) The Contractor will prepare a final report based on comments received in Step 4 detailing the three (or more) approaches to reporting on national trends in freshwater quality plus a rationale for selecting one. The contractor will identify outstanding issues that may affect the calculation and interpretation of the final indicator and propose solutions in the report.

Task 2

Based on the Task 1 final report being accepted by the Departmental Representative, the Contractor will investigate ways to use the WQI data to enhance reporting on freshwater quality at the drainage region scale. They will suggest at least three novel approaches that may build on existing reporting. All approaches must be built using credible analytical techniques. The contractor will document and demonstrate suggestions for how to report at the drainage region scale for a minimum of five drainage regions. Examples of indicator reporting content will follow presentation guidelines and templates provided by the Departmental Representative.

Responsibilities under Task 2:

- 6) Meet with the Departmental Representative, either via a face-to-face meeting or teleconference, within a week of the authorization of Task 2 to discuss and agree upon a timeline for the completion of the first task. The Contractor will provide an e-mail detailing the work plan, including timelines, one week following the kick-off meeting.
- 7) Using data provided by Environment Canada, the Contractor will suggest a minimum of three approaches to reporting freshwater quality at the drainage region scale. The report should cover at least five Canadian drainage regions covering different parts of the country. The contractor should focus on inventive ways to take advantage of the data underlying the WQI, such as individual parameter data on nutrients or metals, to enhance interpretation of the WQI scores. All approaches must be built using credible analytical techniques for reporting on freshwater quality and build on data in the WQI data holdings. The analysis should include reporting options and document the pros and cons (e.g., potential issues/problems in design or interpretation) of each approach.
- 8) In a draft report the Contractor will detail the analysis used and describe the three (or more) approaches to reporting freshwater quality for five drainage regions. The approaches should include indicator methods and recommended ways to report the results using examples. The

- contractor will also present a rationale and recommendation for the preferred approach. The Contractor should identify any limitations to the method that may affect the presentation of the results and suggest solutions to these problems.
- 9) The Contractor will meet with the Departmental Representative, either via a face-to-face meeting or teleconference, to discuss options about how to report on freshwater quality at the drainage region scale outlined in the draft document.
 - 10) Prepare a final report based on comments received in Step 9 detailing the three (or more) approaches to reporting on freshwater quality for five drainage regions plus a rationale for selecting one. The report should identify outstanding issues that may affect reporting the final indicator and propose solutions.

Task 3

Based on the Task 2 final report being accepted by the Departmental Representative, the Contractor will suggest ways to adjust, supplement and/or present the WQI in a manner that would be more meaningful and relevant to decision makers and the general public. The contractor will document and demonstrate a minimum of three suggestions for how to improve reporting of the WQI. Examples of proposed changes to the content will follow presentation guidelines and templates provided by the Departmental Representative.

Responsibilities under Task 3:

- 11) Meet with the Departmental Representative, either via a face-to-face meeting or teleconference, within a week of the authorization of Task 3 to discuss and agree upon a timeline for the completion of the first task. The Contractor will provide an e-mail detailing the work plan, including timelines, one week following the kick-off meeting.
- 12) Using the WQI data holdings provided by Environment Canada, the Contractor will conduct analysis to suggest other ways to adjust, supplement and/or present the WQI in a manner that is more meaningful and relevant to readers. All approaches must be built using credible analytical techniques for reporting on freshwater quality and build on data in the WQI data holdings. The analysis should include a minimum of three reporting options and document the pros and cons (e.g., potential issues/problems in design or interpretation) of each approach. The analysis should document potential issues/problems in design or interpretation.
- 13) The Contractor will prepare a draft report detailing the analysis used and describing the three (or more) reporting options from step 12 for ways to adjust, supplement and/or present the WQI in a manner that would be more meaningful and relevant to readers. The contractor will also present a rationale and recommendation for the preferred option. In the report, the Contractor should identify any limitations to the method that may affect the presentation of the results and suggest solutions to these problems.
- 14) The Contractor will meet with the Departmental Representative, either via a face-to-face meeting or teleconference, to discuss options of how to adjust, supplement and/or present the WQI to make it more meaningful and relevant to readers outlined in the draft document.
- 15) Prepare a final report based on comments received in Step 14 detailing the analysis used and describing the three (or more) reporting options for ways to adjust, supplement and/or present the WQI to make it more meaningful and relevant to readers. The report should identify outstanding issues that may affect reporting the final indicator and propose solutions.

General Instructions:

All documentation, both in draft and final form, will be organized and written in a clear and logical fashion.

- i) The Contractor will report all sources of information.

- ii) All electronic copies of reports and studies will be provided in Microsoft Word format (version 2003 or later), and all supporting and underlying data and spreadsheets in Microsoft Excel format (version 2003 or later).

Deliverables:

The deliverables for the work under the different tasks are as follow:

Deliverables under Task 1

- Deliverable 1 The Contractor will provide to the Departmental Representative a draft version of a report containing:
- a) A description of three (or more) alternative approaches for detecting and reporting on change over time in the national WQI; and,
 - b) A recommendation of which of the three options to use and the rationale for the recommendation.
- The report will be submitted electronically.

- Deliverable 2 The Contractor will provide the Departmental Representative with the final version of the report incorporating all comments on the draft report. The report will be submitted electronically.

Deliverables under Task 2

Following completion and acceptance of Task 1 by the Departmental Representative, and subject to requirement, the contractor will proceed with Task 2 and the following deliverables:

- Deliverable 3 The Contractor will provide to the Departmental Representative a preliminary version of a report that includes
- a) a description of the analysis used and three (or more) approaches to reporting freshwater quality at the drainage region scale including ways to report the results; and
 - b) a recommendation of which option to use and the rationale for the recommendation.
- The report will be submitted electronically.

- Deliverable 4 The Contractor will provide the Departmental Representative with the final version of the report incorporating all comments on the draft report. The report will be submitted electronically.

Deliverables under Task 3

Following completion and acceptance of Task 2 by the Departmental Representative, and subject to requirement, Task 3 will proceed with the following deliverables:

- Deliverable 5 The Contractor will provide to the Departmental Representative a preliminary version of a report suggesting other innovative ways of reporting on freshwater quality in Canada. The report will be submitted electronically.
- Deliverable 6 The Contractor will provide the Departmental Representative with the final version of the report on other innovative ways of reporting on freshwater quality in Canada incorporating all comments on the draft report. The report will be submitted electronically.

On-Going Support

Regular feedback through e-mails or telephone calls will be maintained between the Contractor and Environment Canada.

Quality Acceptance Criteria

All documents and correspondence produced by the Contractor will be subject to review in draft form by the Departmental Representative or other designated persons. All work is to be performed to the satisfaction of Environment Canada. Sufficient flexibility is required of the Contractor to respond to changing schedules and unforeseen developments.

Confidentiality

The parties anticipate it may be necessary to transfer to each other data from other jurisdictions of a confidential nature. The parties shall keep all such information confidential.

Travel

No travel expenses will be associated with this contract.

**ANNEX B
BASIS OF PAYMENT**

Deliverable	Deliverable Due Date	Percentage of total contract	Amount Breakdown
Deliverable #1	Within 8 weeks of award of contract or no later than 27 May 2016	10%	\$
Deliverable #2	Within 10 weeks of award of contract or no later than 10 June 2016.	30%	\$
Deliverable #3	Within 10 weeks of authorization of Task 2 or no later than 29 July 2016.	10%	\$
Deliverable #4	Within 12 weeks of authorization of Task 2 or no later than 15 August 2016.	30%	\$
Deliverable #5	Within 10 weeks of authorization of Task 3 or no later than 15 November 2016	10%	\$
Deliverable #6	Within 12 weeks of authorization of Task 3 or no later than 30 November 2016	10%	\$
Total			\$