



Environment
Canada

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<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada 45 Alderney Drive Dartmouth, NS B2Y 2N6</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Quality Control and Assurance of Environment Canada's contaminant data from the Air Quality Research Division</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000020957</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 13 May 2016</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 22 June 2016</p>	<p>Time Zone – Fuseau horaire</p> <p>ADT</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Ginny Girard Ginny.girard@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 902-426-9940</p>	<p>Fax No. – N° de Fax 902-426-2690</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</p> <p>2017-03-31</p>	
	<p>Destination - of Services / Destination des services Environment Canada 4905 Dufferin Street Toronto, ON M3H 5T4</p>	
	<p>Security / Sécurité Not required</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		

	Telephone No. – N° de téléphone	Fax No. – N° de Fax
	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)	
	Signature	Date

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TITLE Quality Control and Assurance of Environment Canada's contaminant data from the Air Quality Research Division

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security – not applicable

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work and the Basis of Payment.

2. Summary

2.1 Environment Canada has a requirement for Quality Control and Assurance of Environment Canada's contaminant data from the Air Quality Research Division as detailed in the Statement of Work, Annex A to the bid solicitation. The objective of the work described in this Statement of Work is to produce high quality, quality assured, and finalized air data in a time frame that meets Environment Canada's national and international obligations. These are obligations outlined in the following programs: Environment Canada's Clean Air Regulatory Agenda, the Northern Contaminants Program and the Arctic Monitoring and Assessment Programme. The work program associated with this Statement of Work is an essential component of Environment Canada's data management process, which ultimately leads to Environment Canada's submission of data to national and international databases.
The period of the contract is from date of contract award to March 31, 2017

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

- 2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.4 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefing

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 dated 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"

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 sections as follows:

- Section I: Technical Bid three (3) hard copies or one (1) soft copy (electronic copy) emailed to the contracting officer
- Section II: Financial Bid one (1) hard copies or one (1) soft copy (electronic copy) emailed to the contracting officer
- Section III: Certifications three (3) hard copies or one (1) soft copy (electronic copy) emailed to the contracting officer

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

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

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

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

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

Section I: Technical Bid

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria

under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

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

1.2 Bidders must submit their financial bid in Canadian funds. The total amount of Applicable Taxes must be shown separately.

1.3 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for cost per month for each site listed in of the Work, as applicable:

(a) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

(a) Their legal name; and

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

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.

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

See Attachment 1 to part 4

1.2.2 Point Rated Technical Criteria

See Attachment 1 to Part 4

1.3 Financial Evaluation

Bidder to complete Annex C – Basis of Payment

1.3.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded,

2. Basis of Selection

Highest Compliant Combined Technical and Financial Score

The technically responsive proposal that obtains the highest combined rating of technical merit (70%) and Financial (30%) e.g. adding the technical score with the financial score to result in a total score, will be recommended for award of a contract.

Where two or more proposals achieve the identical highest combined technical 70 points and financial 30 points the proposal with the lowest total price meeting all requirements of the solicitation will be recommended for the award of a contract.

For each proposal:

Calculation of Technical Score: the technical score is calculated by prorating the technical score obtained by the proposal against the total possible score of 50 points.

Example:

Company A : Technical proposal 35 points/50 points x 70 = 0.70 x 70 = 49 points

Company B: Technical proposal 50 points/50 points x 70 = 1 x 70 = 70 points

Calculation of Financial Score: the financial score is calculated by prorating the financial score obtained by the proposal against the total possible score of 30 points.

Example:

Company A: \$30,000 (lowest bid)/ Company A bid of \$35,000 x 30 = 0.85 x 30
= 25.71points

Company B: \$30,000 (lowest bid)/Company B bid of \$30,000 x 30 = 1 x 30
= 30 points

Company A total score = 74.71

Company B total score = 100

To be declared responsive, a bid must:

- (i) comply with all the requirements of the bid solicitation; and
- (ii) meet all mandatory technical evaluation criteria; and
- (iii) obtain the required minimum points for the technical evaluation criteria which are subject to point rating.

Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.

ATTACHMENT 1 TO PART 4, MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

1. Mandatory Technical Criteria

M#	MANDATORY TECHNICAL CRITERIA (M)	Cross reference to proposal
M1	Bidder must demonstrate that they have at least 5 years of experience within the last 10 years in data management, quality control of continuous and integrated environmental monitoring data sets of mercury data collected with the Tekran™ type instrumentation and of atmospheric POPs monitoring data. The information must include the length of service of each type of data set.	
M2	Bidder must demonstrate that they have at least 5 years of relevant experience within the last 10 years in writing computer programs in SAS® using BASE, ACCESS for PC files, and GRAPH.	

2. Point Rated Technical Criteria

Bidders meeting the Mandatory Technical Criteria will be scored against the Point Rated Technical Criteria. Points will be assigned based on how the information provided demonstrates the Bidder's capability to perform and successfully carry out the requirements described in the SOW. Bidders are advised to address the criteria in the order presented and in sufficient depth to allow proper evaluation. Simply repeating the statement contained in the bid solicitation is not sufficient and items not addressed will be given a score of zero (0). Pass score is 33 out of a total of 50.

R#	Point Related Technical Criteria	Scoring Scheme	Demonstrated Experience – cross referenced in proposal
1	Management of Work (Maximum 10 points)	Bidders should provide a work plan that described the management of the requested deliverables	
1.a	Proposed time estimates of work (5 points)	4-5 points – Acceptable and complete 1-3 points – partially addressed 0 point - Not addressed / poorly Addressed	
1.b	Proposed Milestones (5 points)	4-5 points – Acceptable and complete 1-3 points – partially addressed 0 point - Not addressed / poorly addressed	

2	Knowledge and Experience (Maximum 40 points)	Bidders should demonstrate their knowledge of the operation of and experience with data collected from instrumentation that collects data for air pollutants such as mercury (as described below). Further, bidders should demonstrate their knowledge and experience as it relates to the quality assurance/quality control (QA/QC) of the data collected with these instruments.	
2.a	Knowledge and experience in the operation of the Tekran 2537A/B/X and the Tekran 1130/1135 instrumentation, including recommendations to instrument operator use. (10 points)	8-10 pts—Bidder clearly describes and understands the requirement 6-7 pts—Bidder has a reasonable understanding of the requirement 4-5 pts—Bidder has a basic understanding of the requirement (or a reasonable understanding of some elements only) 0 pts—Bidder has a weak understanding or does not demonstrate an understanding of the requirement	
2.b	Knowledge of Environment Canada's QC program using the Research Data Management and Quality Control System (RDMQ™) for application to atmospheric pollutants such as mercury or persistent organic pollutants (POPs). (10 points)	8-10 pts—Bidder clearly describes and understands the requirement 6-7 pts—Bidder has a reasonable understanding of the requirement 1-5 pts—Bidder has a basic understanding of the requirement (or a reasonable understanding of some elements only) 0 pts—Bidder has a weak understanding or does not demonstrate an understanding of the requirement	
2.c	Knowledge and experience with data conversion and formatting processes for submission to regional data bases such as NARSTO/NATChem data exchange standard file format and the NASA/AMES data format (10 points)	8-10 pts—Bidder clearly describes and understands the requirement 6-7 pts—Bidder has a reasonable understanding of the requirement 1-5 pts—Bidder has a basic understanding of the requirement (or a reasonable understanding of some elements only) 0 pts—Bidder has a weak understanding or does not demonstrate an understanding of the requirement	
2.d	Knowledge and experience in modifying RDMQ™ program using SAS ^R for atmospheric pollutants such as mercury and POPs (10 points)	8-10 pts—Bidder clearly describes and understands the requirement 6-7 pts—Bidder has a reasonable understanding of the requirement 1-5 pts—Bidder has a basic understanding of the requirement (or a reasonable understanding of some	

		elements only) 0 pts—Bidder has a weak understanding or does not demonstrate an understanding of the requirement	
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Total Score: 50 points maximum/ 33 points minimum

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.

2.2 Education and Experience

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

3. Requirement before contract award

The Contractor is required to hold a valid SAS license for Windows Workstation 32-bit including the BASE, AF, FSP, GRAPH and ACCESS Interface to PC Files modules, for the execution of the work program. The Contractor is also required to hold a valid license for the Windows 32-bit version of Microsoft Excel version 2010 or higher.

PART 6 - RESULTING CONTRACT

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

Title: Quality Control and Assurance of Environment Canada's contaminant data from the Air Quality Research Division

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B dated 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:

Option 2: Canada to own Intellectual Property rights in Copyright

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.

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"

2.2 Supplemental General Conditions

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

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

3. Security Requirement

3.1 There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of date of contract award to March 31, 2017.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten calendar days before the expiry date of the Contract. The option may only be

exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ginny Girard
Title: Manager, Procurement and Contracting Atlantic Region
Environment Canada
Procurement and Contracting Division
Address:
45 Alderney Drive
Dartmouth, NS
B2Y 2N6

Telephone: 902-426-9940
E-mail address: gabby.girard@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 – to be determined at contract award

The Technical Authority for the Contract is:

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

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

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

5.3 Contractor's Representative

Contractor to provide information with bid.

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.

8. Invoicing Instructions

8.1 Single Payment

8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the general conditions.

8.1.2 Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been 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) 4007 Supplemental General Conditions dated 2010-08-16, Canada to own Intellectual Property Rights in Foreground
- (c) 2010B General Conditions - Professional Services (Medium Complexity) dated 2015-09-03 as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) 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)).*

12. Insurance

PWGSC SACC Manual clause G1005C 2016-01-28 Insurance

ANNEX A STATEMENT OF WORK

TITLE: Quality Control and Assurance of Environment Canada's contaminant data from the Air Quality Research Division

1. Context:

Atmospheric mercury data is collected on a routine and semi routine basis at various locations throughout Canada using the Tekran™ instrumentation. These measurements are used to assess spatial and temporal trends of mercury within Canada and to assess the effectiveness of regulations implemented to reduce mercury emission sources. In order to assess the accuracy and precision of the data collected, rigorous quality control and quality assurance procedures must be applied. The Air Quality Research Division (AQRD) has produced specific standard operating procedures for data treatment and applied them to Environment Canada's current atmospheric monitoring stations. Currently, all atmospheric mercury data collected in AQRD are expected to be treated with these pre-set quality control standards. In addition to mercury, persistent organic pollutant data is collected in the arctic on a weekly basis and the data, once through rigorous sample analysis, is also subject to Environment Canada established quality control processes. All the data that is collected including mercury and POPs is submitted to both national and international databases for storage and so that the public can access and use these collected data.

2. Objective

The objective of the work described in this Statement of Work is to produce high quality, quality assured, and finalized air data in a time frame that meets Environment Canada's national and international obligations. These are obligations outlined in the following programs: Environment Canada's Clean Air Regulatory Agenda, the Northern Contaminants Program and the Arctic Monitoring and Assessment Programme. The work program associated with this Statement of Work is an essential component of Environment Canada's data management process, which ultimately leads to Environment Canada's submission of data to national and international databases.

3. Requirement

The Air Quality Research Division (AQRD) of Environment Canada carries out systematic measurements of atmospheric mercury and POPs across Canada. These measurements are made by the Air Quality Processes Section as part of commitments under the Northern Contaminants Program and the Clean Air Regulatory Agenda. Continuous and semi-continuous measurements of atmospheric contaminants are made across the country and the measurement types are summarized in Section 4. The bulk of the deliverables in this work program consist of quality controlled data files created by the contractor through objective and timely quality control and management of raw measurement data files provided by AQRD. Quality control of the data is to be carried out in a consistent, timely and scientifically-credible manner. The quality control and data management processes are very detailed and exacting, and are based on carefully controlled network data flow and delivery processes¹. The quality control and management of the data will be carried out using a SAS-based quality control and data management software system designed and developed by Environment Canada called the Research Data Management and Quality Control System (RDMQTM). The contractor will be granted a non-exclusive license for RDMQTM for the execution of the work program. The Contractor is required to hold a valid SAS license for Windows Workstation 32-bit including the BASE, AF, FSP, GRAPH and ACCESS Interface to PC Files modules, for the execution of the work program. The Contractor is also required to hold a valid license for the Windows 32-bit version of Microsoft Excel version 2010 or higher.

¹ Steffen, A., Scherz, T., Olson, M. L., Gay, D. A., and Blanchard, P.: A comparison of data quality control protocols for atmospheric mercury speciation measurements Journal of Environmental Monitoring, 14, 752-765, 10.1039/c2em10735j, 2012.

4. Scope of work

The Contractor will carry out the data management and quality control activities as specified below. The Contractor will also provide a duplicate or mirror set of files to Environment Canada - Toronto to ensure that Environment Canada has the capability of performing data management and quality control at any time.

Task 1. Routine monthly quality control gaseous elemental mercury (GEM) data collected from 4 sampling sites in Canada. Task includes collecting data and site reports from each site, adding raw data into program, applying flags to program, interpreting flags of the data and reporting to contract administrator.

The sites are as follows:

1. Alert, Little Fox Lake and Whistler – weekly
2. Marine Boundary Layer – monthly

Task 2. Quality control atmospheric mercury speciation data collected from Alert on a weekly basis. Task includes collecting data and site reports from each site, adding raw data into program, applying flags to program, interpreting flags of the data and reporting to contract administrator.

Task 3. Produce special reports on the following:

- a) Prepare data for submission to national and international databases including Environment Canada's database (in the NARSTO/NATChem data exchange standard file format) and the Arctic Monitoring and Assessment Programme (AMAP)
- b) Data conversion and formatting of Alert and Little Fox Lake site data for submission to international databases in the appropriate format for AMAP.
- c) Analysis reports on instrumental problems
- d) Specialized data summaries in specific formatting and requested time averaging

Task 4. Produce data conversion and formatting of Persistent Organic Pollutant (POPs) data from Alert to be submitted to:

- a) Environment Canada's database (in the NARSTO/NATChem data exchange standard file format)
- b) Data conversion for AMAP

Task 5. Produce data conversion and formatting of Persistent Organic Pollutant (POPs) data from all sites as part of the Great Lakes POPs measurements to be submitted to:

- a) Environment Canada's database (in the NARSTO/NATChem data exchange standard file format)

Task 6. Task authorized work – non routine (on a request as is basis)

- a) Training of Environment Canada staff and others on RDMQ and mercury/POPs data QC

5. Deliverables and Schedules

Specific deliverables, data timelines and deliverable schedules are presented in Tables 1, 2 and 3 below

Table 1: Schedule of deliverables

Deliverable	Site	Data to be treated	Deliverable date
Task 1	Alert	Data collected each week starting on contract award – March 31, 2017	June 15, 2016 – March 31, 2017 (on a monthly basis)
Task 1	Little Fox Lake	Data collected each week starting on contract award – March 31, 2017	June 15, 2016 – March 31, 2017 (on a monthly basis)
Task 1	Whistler	Data collected each week starting on contract award – March 31, 2017	June 15, 2016 – March 31, 2017 (on a monthly basis)
Task 1	Marine Boundary Layer	Data collected each month starting on contract award - March 31, 2017	July 1, 2016 and on a monthly basis to March 31, 2017
Task 2	Alert	Data collected each week starting on contract award – March 31, 2017	June 15, 2016 – March 31, 2017 (on a monthly basis)
Task 3 a	Alert	Data collected on contract award to March 31, 2017	March 31, 2017
Task 3 a	Little Fox Lake	Data collected on contract award to March 31, 2017	March 31, 2017
Task 3 a	Whistler	Data collected on contract award to March 31, 2017	March 31, 2017
Task 3 a	Marine Boundary Layer	Data collected on contract award to March 31, 2017	March 31, 2017
Task 3 b	Alert	Data collected on contract award to March 31, 2017	March 31, 2017
Task 3 b	Little Fox Lake	Data collected on contract award to March 31, 2017	March 31, 2017
Task 3c	All sites	Data collected on contract award to March 31, 2017	Report as deduced
Task 3d	All sites	Data collected on contract award to March 31, 2017	March 31, 2017 and as requested
Task 4a/4b	Alert	Data collected on contract award to March 31, 2017	March 31, 2017
Task 5a	Great Lakes	Data collected on contract award to March 31, 2017	March 31, 2017
Task 6a	n/a	n/a	As requested

Table 2: Schedule of deliverables – OPTION 1

Deliverable	Site	Data to be treated	Deliverable date
Task 1	Alert	Data collected each week starting April 1, 2017 – March 31, 2018	April 10, 2017 – March 31, 2018 (on a monthly basis)
Task 1	Little Fox Lake	Data collected each week starting April 1, 2017 – March 31, 2018	April 10, 2017 – March 31, 2018 (on a monthly basis)
Task 1	Whistler	Data collected each week starting April 1, 2017 – March 31, 2018	April 10, 2017 – March 31, 2018 (on a monthly basis)
Task 1	Marine Boundary Layer	Data collected each month starting April 1 2017 -March 31, 2018	May 5, 2017 and on a monthly basis to March 31, 2018
Task 2	Alert	Data collected each week starting April 1, 2017 – March 31, 2018	April 10, 2017 – March 31, 2018 (on a monthly basis)
Task 3 a	Alert	Data collected April 1, 2017 to March 31, 2018	March 31, 2018
Task 3 a	Little Fox Lake	Data collected April 1, 2017 to March 31, 2018	March 31, 2018
Task 3 a	Whistler	Data collected April 1, 2017 to March 31, 2018	March 31, 2018
Task 3 a	Marine Boundary Layer	Data collected April 1, 2017 to March 31, 2018	March 31, 2018
Task 3 b	Alert	Data collected April 1, 2017 to March 31, 2018	March 31, 2018
Task 3 b	Little Fox Lake	Data collected April 1, 2017 to March 31, 2018	March 31, 2018
Task 3c	All sites	Data collected April 1, 2017 to March 31, 2018	Report as deduced
Task 3d	All sites	Data collected April 1, 2017 to March 31, 2018	March 31, 2018 and as requested
Task 4a/4b	Alert	Data collected April 1, 2017 to March 31, 2018	March 31, 2018
Task 5a	Great Lakes	Data collected April 1, 2017 to March 31, 2018	March 31, 2018
Task 6a	n/a	n/a	As requested

Table 3: Schedule of deliverables – OPTION 2

Deliverable	Site	Data to be treated	Deliverable date
Task 1	Alert	Data collected each week starting April 1, 2018 – March 31, 2019	April 13, 2018 – March 31, 2019 (on a monthly basis)
Task 1	Little Fox Lake	Data collected each week starting April 1, 2018 – March 31, 2019	April 13, 2018 – March 31, 2019 (on a monthly basis)
Task 1	Whistler	Data collected each week starting April 1, 2018 – March 31, 2019	April 13, 2018 – March 31, 2019 (on a monthly basis)
Task 1	Marine	Data collected each month	May 9, 2018 and on a

	Boundary Layer	starting April 1 2018 -March 31, 2019	monthly basis to March 31, 2019
Task 2	Alert	Data collected each week starting April 1, 2018 – March 31, 2019	April 13, 2018 – March 31, 2019 (on a monthly basis)
Task 3 a	Alert	Data collected April 1, 2018 to March 31, 2019	March 31, 2019
Task 3 a	Little Fox Lake	Data collected April 1, 2018 to March 31, 2019	March 31, 2019
Task 3 a	Whistler	Data collected April 1, 2018 to March 31, 2019	March 31, 2019
Task 3 a	Marine Boundary Layer	Data collected April 1, 2018 to March 31, 2019	March 31, 2019
Task 3 b	Alert	Data collected April 1, 2018 to March 31, 2019	March 31, 2019
Task 3 b	Little Fox Lake	Data collected April 1, 2018 to March 31, 2019	March 31, 2019
Task 3c	All sites	Data collected April 1, 2018 to March 31, 2019	Report as deduced
Task 3d	All sites	Data collected April 1, 2018 to March 31, 2019	March 31, 2019 and as requested
Task 4a/4b	Alert	Data collected April 1, 2018 to March 31, 2019	March 31, 2019
Task 5a	Great Lakes	Data collected April 1, 2018 to March 31, 2019	March 31, 2019
Task 6a	n/a	n/a	As requested

6. Client Support

Environment Canada will supply the contractor with a licensed copy of Environment Canada's RDMQTM and RDMQ-Lite software.

7. Work Location

All work will be performed at the Contractor's facility with contractor's equipment.

ANNEX B BASIS OF PAYMENT

Basis of Payment for **Quality Control and Assurance of Environment Canada's contaminant data from the Air Quality Research Division**

Mandatory maximum budget \$30,000.00 (plus taxes) per fiscal year

Table 1: Schedule of deliverables (FY 2016-2017)

Deliverable	Site	Cost per month	Cost per year
Task 1	Alert	\$	\$
Task 1	Little Fox Lake	\$	\$
Task 1	Whistler	\$	\$
Task 1	Marine Boundary Layer	\$	\$
Task 2	Alert	\$	\$
Task 3 a	Alert	\$	\$
Task 3 a	Little Fox Lake	\$	\$
Task 3 a	Whistler	\$	\$
Task 3 a	Marine Boundary Layer	\$	\$
Task 3 b	Alert	\$	\$
Task 3 b	Little Fox Lake	\$	\$
Task 3c	All sites	\$	\$
Task 3d	All sites	\$	\$
Task 4a/4b	Alert	\$	\$
Task 5a	Great Lakes	\$	\$
Task 6a	n/a	\$	\$
TOTAL			\$

Table 2: Schedule of deliverables – OPTION 1 (FY 2017-2018)

Deliverable	Site	Cost per month	Cost per year
Task 1	Alert	\$	\$
Task 1	Little Fox Lake	\$	\$
Task 1	Whistler	\$	\$
Task 1	Marine Boundary Layer	\$	\$
Task 2	Alert	\$	\$
Task 3 a	Alert	\$	\$
Task 3 a	Little Fox Lake	\$	\$
Task 3 a	Whistler	\$	\$
Task 3 a	Marine Boundary Layer	\$	\$
Task 3 b	Alert	\$	\$
Task 3 b	Little Fox Lake	\$	\$
Task 3c	All sites	\$	\$
Task 3d	All sites	\$	\$
Task 4a/4b	Alert	\$	\$
Task 5a	Great Lakes	\$	\$
Task 6a	n/a	\$	\$
TOTAL			\$

Table 3: Schedule of deliverables – OPTION 2 (FY 2018-2019)

Deliverable	Site	Cost per month	Cost per year
Task 1	Alert	\$	\$
Task 1	Little Fox Lake	\$	\$
Task 1	Whistler	\$	\$
Task 1	Marine Boundary Layer	\$	\$
Task 2	Alert	\$	\$
Task 3 a	Alert	\$	\$
Task 3 a	Little Fox Lake	\$	\$
Task 3 a	Whistler	\$	\$
Task 3 a	Marine Boundary Layer	\$	\$
Task 3 b	Alert	\$	\$
Task 3 b	Little Fox Lake	\$	\$
Task 3c	All sites	\$	\$
Task 3d	All sites	\$	\$
Task 4a/4b	Alert	\$	\$
Task 5a	Great Lakes	\$	\$
Task 6a	n/a	\$	\$
TOTAL			\$

TOTAL FEES \$ _____ (taxes extra)

Financial total costs for contract period and all option periods will be included for contract evaluation