



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions – Environnement Canada</b></p> <p><b>Environnement and Climate Change Canada</b></p> <p><b>800 rue de la Gauchetière West,</b> <b>Office 7810</b> <b>Montreal (Quebec)</b> <b>H5A 1L9</b></p> <p><b>Attention of : Moufid Samri</b> <b>Email: moufid.samri@canada.ca</b></p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUMISSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> <b>Marine Water Quality Monitoring – Quebec – Lower St. Lawrence, Gaspesie and Magdalen Islands Regions</b></p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> <b>5000022753</b></p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> <b>2016-11-15</b></p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at – à <b>2:00 P.M.</b> on – le <b>2016-12-14</b></p>	<p><b>Time Zone – Fuseau horaire</b></p> <p><b>Eastern Standard Time</b></p>
	<p><b>F.O.B – F.A.B Destination</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> <b>moufid.samri@canada.ca</b></p>	
	<p><b>Telephone No. – N° de téléphone</b> <b>514-496-2617</b></p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> <b>2017-04-01</b></p>	
	<p><b>Destination - of Services / Destination des services</b> <b>Quebec Region</b></p>	
	<p><b>Security / Sécurité</b> <b>A requirement for security is applicable to this request.</b></p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	

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**TITLE** Marine Water Quality Monitoring – Quebec – Lower St. Lawrence, Gaspésie and Magdalen Islands Regions.

## **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

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

The Attachments include the List of Suppliers, a Financial Bid Presentation Sheet and Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, Insurance Requirements and the Non-Disclosure Certification.

### **2. Summary**

2.1 Environment and Climate Change Canada has a need for services to carry out bacteriological studies of shellfish areas and aquaculture sites in order to evaluate the water quality so as to meet the CSSP Standards for the period of April 1, 2017, to March 31, 2020.

This mandate relates to the Lower St. Lawrence, Gaspésie and Magdalen Islands. Fifty-five (55) sectors will be sampled in 2017, 2018 and 2019, from April to November of each year (see Annex A). Moreover, during each year, additional rounds could be added to the sampling plan laid out for 2017, 2018 and 2019.

2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).

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

- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).
- 2.6 This procurement is set aside from the international trade agreements under the provision each has for set asides for necessary to protect human, animal or plant life or health;
- 2.7 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

### **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 (2016-04-04) 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 (05) 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.

#### **8. Basis for Canada's Ownership of Intellectual Property**

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

(6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.



## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (03 hard copies and 01 soft copy in PDF format by Email)

Section II: Financial Bid (03 hard copies and 01 soft copy in PDF format by Email)

Section III: Certifications (03 hard copies and 01 soft copy in PDF format by Email)

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

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

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

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

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

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

#### **Section I: Technical Bid**

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

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

## **Section II: Financial Bid**

- 1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 01 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 1.3 Bidders should include the following information in their financial bid:
  - (a) their legal title;
  - (b) the name of the resource person (including its mailing address, its phone and fax numbers, and e-mail address) authorized by the bidder to enter in communications with Canada with respect to their submission and to any subsequent contract that may arise from their bid.

## **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 01 TO PART 3 -  
FINANCIAL BID PRESENTATION SHEET**

The bidder must complete the sheet of presentation of the financial bid and include it in its Financial Bid. The bidder must not modify the present form.

**Lower St-Lawrence - Year 2017  
April 1<sup>st</sup> 2017 to March 31<sup>st</sup> 2018**

1	Labor - Sampling and analysis	Resource Name	Number of days	Daily Rate	Total
	Project manager			\$	\$
	Laboratory manager (microbiologist)			\$	\$
	Laboratory technician			\$	\$
	Field leader (field technician)			\$	\$
	Assistant technician (field assistant)			\$	\$
				Labor Total A	\$

2	Activities and Work	Cost per year
	Sampling and analysis	\$
	Planification, coordination, data treatment and management, report production	\$
	Equipement and material	\$
		Activities and Work Total B

3	Calculation of the value of the bid for evaluation - Bas St-Laurent - Year 2017	Total bid 1
	Total A + Total B	\$

**Gaspésie - Year 2017  
April 1<sup>st</sup> 2017 to March 31<sup>st</sup> 2018**

1	Labor - Sampling and analysis	Resource Name	Number of days	Daily Rate	Total
	Project manager			\$	\$
	Laboratory manager (microbiologist)			\$	\$
	Laboratory technician			\$	\$
	Field leader (field technician)			\$	\$
	Assistant technician (field assistant)			\$	\$
				Labor Total A	\$

2	Activities and Work	Cost per year
	Sampling and analysis	\$
	Planification, coordination, data treatment and management, report production	\$
	Equipement and material	\$
		Activities and Work Total B

3	Calculation of the value of the bid for evaluation - Gaspésie - Year 2017	Total bid 2
	Total A + Total B	\$

**Magdalen Islands - Year 2017**  
**April 1<sup>st</sup> 2017 to March 31<sup>st</sup> 2018**

1	Labor - Sampling and analysis	Resource Name	Number of days	Daily Rate	Total
	Project manager			\$	\$
	Laboratory manager (microbiologist)			\$	\$
	Laboratory technician			\$	\$
	Field leader (field technician)			\$	\$
	Assistant technician (field assistant)			\$	\$
				<b>Labor Total A</b>	<b>\$</b>

2	Activities and Work	Cost per year
	Sampling and analysis	\$
	Planification, coordination, data treatment and management, report production	\$
	Equipement and material	\$
		<b>Activities and Work Total B</b>

3	Calculation of the value of the bid for evaluation - Ile-de-la-Madeleine - Year 2017	Total bid 3
	Total A + Total B	\$

<b>Calculation of the value of the total bid for the year 2017</b>	
Total bid 1	\$
Total bid 2	\$
Total bid 3	\$
Annual provisions for not scheduled additional activities and work	10 000,00 \$
<b>Total Bid 2017</b>	<b>\$</b>

**Lower St-Lawrence - Year 2018**  
**April 1<sup>st</sup> 2018 to March 31<sup>st</sup> 2019**

1	Labor - Sampling and analysis	Resource Name	Number of days	Daily Rate	Total
	Project manager			\$	\$
	Laboratory manager (microbiologist)			\$	\$
	Laboratory technician			\$	\$
	Field leader (field technician)			\$	\$
	Assistant technician (field assistant)			\$	\$
	<b>Labor Total A</b>				<b>\$</b>

2	Activities and Work	Cost per year
	Sampling and analysis	\$
	Planification, coordination, data treatment and management, report production	\$
	Equipement and material	\$
	<b>Activities and Work Total B</b>	<b>\$</b>

3	Calculation of the value of the bid for evaluation - Lower St-Lawrence - Year 2018	Total bid 1
	Total A + Total B	\$

**Gaspesie - Year 2018**  
**April 1<sup>st</sup> 2018 to March 31<sup>st</sup> 2019**

1	Labor - Sampling and analysis	Resource Name	Number of days	Daily Rate	Total
	Project manager			\$	\$
	Laboratory manager (microbiologist)			\$	\$
	Laboratory technician			\$	\$
	Field leader (field technician)			\$	\$
	Assistant technician (field assistant)			\$	\$
	<b>Labor Total A</b>				<b>\$</b>

2	Activities and Work	Cost per year
	Sampling and analysis	\$
	Planification, coordination, data treatment and management, report production	\$
	Equipement and material	\$
	<b>Activities and Work Total B</b>	<b>\$</b>

3	Calculation of the value of the bid for evaluation - Gaspesie - Year 2018	Total bid 2
	Total A + Total B	\$

**Magdalen Islands - Year 2018**  
**April 1<sup>st</sup> 2018 to March 31<sup>st</sup> 2019**

1	Labor - Sampling and analysis	Resource Name	Number of days	Daily Rate	Total
	Project manager			\$	\$
	Laboratory manager (microbiologist)			\$	\$
	Laboratory technician			\$	\$
	Field leader (field technician)			\$	\$
	Assistant technician (field assistant)			\$	\$
	<b>Labor Total A</b>				<b>\$</b>

2	Activities and Work	Cost per year
	Sampling and analysis	\$
	Planification, coordination, data treatment and management, report production	\$
	Equipement and material	\$
	<b>Activities and Work Total B</b>	<b>\$</b>

3	Calculation of the value of the bid for evaluation - Magdalen Islands - Year 2018	Total bid 3
	Total A + Total B	\$

<b>Calculation of the value of the total bid for the year 2018</b>	
Total bid 1	\$
Total bid 2	\$
Total bid 3	\$
Annual provisions for not scheduled additional activities and work	<b>10 000,00 \$</b>
<b>Total Bid 2018</b>	<b>\$</b>

**Lower St-Lawrence - Year 2019**  
**April 1<sup>st</sup> 2019 to March 31<sup>st</sup> 2020**

1	Labor - Sampling and analysis	Resource Name	Number of days	Daily Rate	Total
	Project manager			\$	\$
	Laboratory manager (microbiologist)			\$	\$
	Laboratory technician			\$	\$
	Field leader (field technician)			\$	\$
	Assistant technician (field assistant)			\$	\$
	<b>Labor Total A</b>				<b>\$</b>

2	Activities and Work	Cost per year
	Sampling and analysis	\$
	Planification, coordination, data treatment and management, report production	\$
	Equipement and material	\$
	<b>Activities and Work Total B</b>	<b>\$</b>

3	Calculation of the value of the bid for evaluation - Lower St-Lawrence- Year 2020	Total bid 1
	Total A + Total B	<b>\$</b>

**Gaspésie - Year 2019**  
**April 1<sup>st</sup> 2019 to March 31<sup>st</sup> 2020**

1	Labor - Sampling and analysis	Resource Name	Number of days	Daily Rate	Total
	Project manager			\$	\$
	Laboratory manager (microbiologist)			\$	\$
	Laboratory technician			\$	\$
	Field leader (field technician)			\$	\$
	Assistant technician (field assistant)			\$	\$
	<b>Labor Total A</b>				<b>\$</b>

2	Activities and Work	Cost per year
	Sampling and analysis	\$
	Planification, coordination, data treatment and management, report production	\$
	Equipement and material	\$
	<b>Activities and Work Total B</b>	<b>\$</b>

3	Calculation of the value of the bid for evaluation - Gaspésie - Year 2020	Total bid 2
	Total A + Total B	<b>\$</b>

**Magdalen Islands - Year 2019**  
**April 1<sup>st</sup> 2019 to March 31<sup>st</sup> 2020**

1	Labor - Sampling and analysis	Resource Name	Number of days	Daily Rate	Total
	Project manager			\$	\$
	Laboratory manager (microbiologist)			\$	\$
	Laboratory technician			\$	\$
	Field leader (field technician)			\$	\$
	Assistant technician (field assistant)			\$	\$
				Labor Total A	\$

2	Activities and Work	Cost per year
	Sampling and analysis	\$
	Planification, coordination, data treatment and management, report production	\$
	Equipement and material	\$
		Activities and Work Total B
		\$

3	Calculation of the value of the bid for evaluation - Magdalen Islands - Year 2020	Total bid 3
	Total A + Total B	\$

<b>Calculation of the value of the total bid for the year 2019</b>	
Total bid 1	\$
Total bid 2	\$
Total bid 3	\$
Annual provisions for not scheduled additional activities and work	10 000,00 \$
<b>Total Bid 2019</b>	<b>\$</b>



## Total value of the bid

Calculation of the Total value of the bid	
Total Bid <b>2017</b>	\$
Total Bid <b>2018</b>	\$
Total Bid <b>2019</b>	\$
<b>Total Bid for Evaluation</b> (T1)	<b>\$</b>

Calculation of the value of taxes @14,975% (T2)	<b>\$</b>
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Value of the bid all taxes included (T1) + (T2)	<b>\$</b>
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### PRICE LIST FOR EXTRA WORK

The Contractor shall provide estimated cost for carrying out the activities listed below for the regions of Lower St-Lawrence, Gaspesie and Magdalen Islands for 2017, 2018 and 2019. These prices are for information purposes only and will not be considered in the evaluation.

Extra work:	Price - Year 2017 April 1 <sup>st</sup> 2017 to March 31 <sup>st</sup> 2018	Price - Year 2018 April 1 <sup>st</sup> 2018 to March 31 <sup>st</sup> 2019	Price - Year 2019 April 1 <sup>st</sup> 2019 to March 31 <sup>st</sup> 2020
Analysis of a sea water sample (cost per sample)	\$ (per sample)	\$ (per sample)	\$ (per sample)
Additional sampling round including laboratory analysis <b><u>Cost per day per region per year</u></b>			
1) Lower St-Lawrence	\$ (daily rate)	\$ (daily rate)	\$ (daily rate)
2) Gaspesie	\$ (daily rate)	\$ (daily rate)	\$ (daily rate)
3) Magdalen Islands	\$ (daily rate)	\$ (daily rate)	\$ (daily rate)
Hourly rate of <u>assistant technician</u> for various field work (logistical support to ECCC field staff, marine water samples transportation, etc.)	\$ (hourly rate)	\$ (hourly rate)	\$ (hourly rate)

## **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 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.

##### **1.1 Technical Criteria**

Mandatory and point rated technical evaluation criteria are included in Attachment 01 to Part 4.

##### **1.2.1 Evaluation of Price**

For evaluation purposes only, the price of the bid will be determined as follows:

(The total cost for the Lower St-Lawrence for the years 2017 + 2018 + 2019) + (The total cost for Gaspésie for the 3 years 2017 + 2018 + 2019) + (The total cost for the Magdalen Islands for the years 2017 + 2018 + 2019) + \$30,000.00\*

\* A provision of \$30,000.00 will be allocated for additional not planned work estimated at 10,000.00\$ per year. Canada has no commitment and no obligation to pay this amount to the supplier. The funds in question will be used as the work are deemed necessary by the Technical Authority of this project.

**1.2.2** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 01 to Part 3.

### **2. Basis of Selection - Highest Combined Rating of Technical Merit and Price**

- 1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory criteria;
  - (c) obtain the minimum score of 80% overall for the rated evaluation criteria as well as the required minimum indicated in below rated technical criteria table for "Proposed Methodology" and "Experience and Stability of staff"

The rating is performed on a scale of 400 points.

- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80 % for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points obtained multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 80/20 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (80%) and Price (20%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	85/100	81/100
Bid Evaluated Price	55 000,00 \$	50 000,00 \$	45 000,00 \$
Technical Merit Score	$90/90 \times 80 = 80$	$85/90 \times 80 = 75,56$	$81/90 \times 80 = 72,00$
Pricing Score	$45/55 \times 20 = 16,36$	$45/50 \times 20 = 18,00$	$45/45 \times 20 = 20,00$
Combined Rating	96,36	93,56	92,00
<b>Overall Rating</b>	<b>1<sup>er</sup></b>	<b>2<sup>e</sup></b>	<b>3<sup>e</sup></b>

**ATTACHMENT 01 TO PART 4,  
MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA**

The Bidder must describe, using the relevant details, what it respects all technical criteria.

N*	MANDATORY CRITERIA	Compliant	Not Compliant
<b>MC1</b>	<p>Water quality sample must be processed in a laboratory accredited to the ISO standard ISO/IEC 17025 :2005 : <i>General Requirements for the Competence of Testing and Calibration Laboratories</i> by an accreditation body signatory of the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA) for the whole term of the contract. The scope of accreditation of the laboratory must include the relevant CSSP method identified in Annex « A » (Statement of work, section 3 – particular objectives) of this document.</p> <p>A copy of the accreditation certificate and the scope of accreditation of the laboratory chosen by the consultant must be submitted with the proposal. If the information is not provided in the bid, the contracting authority shall inform the bidder and give him a deadline of two working days to comply with this requirement. Failure to meet the demand of the contracting authority and to comply with the requirement within the prescribed period will render the bid non-responsive.</p>		
<b>MC2</b>	Project manager – recognized university degree in science		
<b>MC3</b>	Laboratory manager - recognized university degree in microbiology		
<b>MC4</b>	Field leader - college diploma		
<b>MC5</b>	Laboratory technician - recognized diploma in laboratory technique or work experience in laboratory		

RATED TECHNICAL CRITERIA	SCORE
<b>Proposed Methodology</b>	<i>Minimum</i> <b>144/180</b>
<p><b><i>Detailed daily planning of sectors to be sampled</i></b></p> <p>The Bidder must describe the method that he intends to use to meet the requirements of daily planning of the sectors to be sampled, detailed in Annex A.</p> <p>0 point - Unsatisfactory. No detail provided. No approach or method proposed.  16 points - Incomplete or limited explanation.  32 points - Poor explanation of the way in which the supplier is going to meet the requirement.  48 points - Adequate explanation of how the supplier will meet the requirement.  64 points - Good explanation of the way in which the supplier is going to meet the requirement.  80 points - Excellent explanation, thorough and specific.</p>	<b>80</b>
<p><b><i>Detailed organization of work by field, laboratory, and coordination teams</i></b></p> <p>The Bidder must describe the organization that he intends to use to meet the requirements for the organization of the work of the field, laboratory, and coordination teams, detailed in Annex A.</p> <p>0 point - Unsatisfactory. No detail provided. No approach or method proposed.  12 points - Incomplete or limited explanation.  24 points - Poor explanation of the way in which the supplier is going to meet the requirement.  36 points - Adequate explanation of how the supplier will meet the requirement.  48 points - Good explanation of the way in which the supplier is going to meet the requirement.  60 points - Excellent explanation, thorough and specific.</p>	<b>60</b>
<p><b><i>Quality assurance and control (QA/QC) program for laboratory and field activities</i></b></p> <p>The Bidder must demonstrate and describe his program of quality assurance and quality control used to meet the requirements of quality assurance and control program for field and laboratory activities.</p> <p><b><i>Quality assurance and control (QA/QC) program for field activities (24 points)</i></b>  0 point - No detail provided.  8 points – Incomplete or limited explanation of the quality assurance and control program.  12 points - Adequate explanation of the quality assurance and control program.  24 points - Good explanation of the quality assurance and control program.</p> <p><b><i>Quality assurance and control (QA/QC) program for laboratory (16 points)</i></b>  0 point - No detail provided.  4 points - Incomplete or limited explanation of the quality assurance and control program.  12 points - Adequate explanation of the quality assurance and control program.  16 points - Good explanation of the quality assurance and control program.</p>	<b>40</b>

<b>Experience and stability of staff</b>	<i>Minimum</i> <b>96/120</b>

### ***Experience of staff in their respective disciplines***

The Bidder must demonstrate and describe the experience of staff in their respective disciplines. Projects with a duration of less than one (1) year will not be accepted.

#### **Project manager (32 points)**

0-8 points - Knowledge in biology

0-8 points - Experience - supervision of work teams  
(2 points for each year of substantial experience, up to a maximum of 8 points)

0-4 points - Experience - data analysis  
(1 point for each year of substantial experience, up to a maximum of 4 points)

0-4 points - Experience - writing of reports  
(1 point for each year of substantial experience, up to a maximum of 4 points)

0-8 points - Experience - coordination/management of projects of comparable scope  
(2 points for each year of substantial experience, up to a maximum of 8 points)

#### **Laboratory manager (32 points)**

0-4 points – Workplace Standard First Aid certificate

0-8 points - Experience of working in remote areas  
(2 points for each year of substantial experience, up to a maximum of 8 points)

0-8 points - Relevant experience in laboratory  
(2 points for each year of substantial experience, up to a maximum of 8 points)

0-12 points - Experience in laboratory management and personnel supervision  
(3 points for each year of substantial experience, up to a maximum of 12 points)

#### **Field leader (28 points)**

0-4 points - Small Vessel Operator Proficiency (SVOP) certificate / Restricted Operator's certificate (Maritime) / Vessel basic safety certificate (MED-A1, A2 or A3) / Workplace Standard First Aid certificate

0-8 points – Experience of work in marine environment including boat handling and knowledge of safety and navigation measures applicable to small boats working at sea  
(2 points for each year of substantial experience, up to a maximum of 8 points)

0-8 points - Experience in sampling management  
(2 points for each year of substantial experience, up to a maximum of 8 points)

0-8 points - Experience in material management and in supervising field teams  
(2 points for each year of substantial experience, up to a maximum of 8 points)

120

<p><b>Laboratory technician (6 points)</b></p> <p>0-4 points - Relevant experience in laboratory (1 point for each year of substantial experience, up to a maximum of 4 points)</p> <p>0-2 points - Workplace Standard First Aid certificate</p> <p><b>Assistant Technician (field assistant) (6 points)</b></p> <p>0-4 points - Experience of field work in marine environment (1 point for each year of substantial experience, up to a maximum of 4 points)</p> <p>0-2 points - Small Vessel Operator Proficiency (SVOP) certificate / Restricted Operator's certificate (Maritime) / Vessel basic safety certificate (MED-A1, A2 or A3) / Workplace Standard First Aid certificate</p> <hr/> <p><b><i>Employee's length of service with the firm (project manager, field leader, laboratory manager and laboratory technician) (16 points)</i></b></p> <p>0-4 points/resource - Number of years of service with the firm (1 point for each year of substantial experience, up to a maximum of 4 points per resource)</p>	
<p><b>Ability and experience of the company</b></p>	<p>80</p>
<p><b><i>Experience related to the Marine Water Quality Monitoring program and to the marine environment (40 points)</i></b></p> <p>The Bidder must demonstrate and describe his experience related to the Marine Water Quality Monitoring program to satisfy the detailed requirements of the Annex A.</p> <p>0 point - No experience 12 points - Experience of 3 years (6 points for laboratory and 6 points for field) 20 points - Experience of 6 years and more (10 points for laboratory and 10 points for field)</p> <p>The Bidder must demonstrate and describe his experience in the marine environment, his experience to coordinate and manage a similar mandate and his ability to meet the deadlines and under the established terms.</p> <p>0 -20 points – Experience in marine environment in a similar project (5 points for each year of substantial experience, up to a maximum of 20 points)</p>	<p>40</p>
<p><b><i>Ability of the enterprise to solve problems related to operations</i></b></p> <p>The Bidder must describe the ability of the company to solve the problems related to the operations that he intends to use to meet the requirements detailed in the Annex A.</p> <p><b>Replacement staff (12 points)</b></p> <p>0 point - No detail provided 4 points - Incomplete or limited explanation 8 points - Adequate explanation</p>	<p>40</p>



<p>12 points - Good explanation</p> <p>Replacement equipment: field and laboratory <b>(28 points)</b></p> <p>0 point - No detail provided</p> <p>2 points - Incomplete or limited explanation</p> <p>5 points - Adequate explanation</p> <p>7 points - Good explanation</p>	
<p><b>Environmental Quality of operations</b></p>	<p><i>20</i></p>
<p>The Bidder must describe the environmental qualities of the operations that he intends to use to satisfy the detailed requirements of the Annex A.</p> <p>0 point - No detail provided</p> <p>4 points - Incomplete or limited explanation</p> <p>12 points - Adequate explanation</p> <p>20 points - Good explanation</p>	<p><b>20</b></p>
<p><b>Minimum 320/400</b></p> <p style="text-align: right;"><b>Total</b></p>	<p><b>/400</b></p>



## **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**

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **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 (2010-08-16) Education and Experience

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

## **3. Certificates to be present with the bid**

Reference attachment 01 of Part 04: List of the names of the supplier

**ATTACHMENT 01 TO PART 5,  
SUPPLIER LIST OF NAMES**

Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#). / Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#).

In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.<sup>1</sup> / Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.

**\* Mandatory Information /Informations obligatoires**

<b>* Complete Legal Name of Company /Dénomination complète de l'entreprise</b>		
<b>* Operating Name /Nom commercial</b>		
<b>* Company's address / Adresse de l'entreprise</b>	<b>* Type of Ownership / Type d'entreprise</b>	
	<input type="checkbox"/> Individual / Individuel <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Joint-Venture / Coentreprise /	
<b>* Board of Directors/ Membres du conseil d'administration<sup>2</sup> (Or provide the list as an attachment / Ou mettre la liste en pièce-jointe)</b>		
<b>First name / Prénom</b>	<b>Last Name / Nom</b>	<b>Position (if applicable)/ Position (si applicable)</b>

<sup>1</sup>**List of names:** All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

<sup>2</sup>Board of Governors /Conseil des gouverneurs; Board of Managers /Conseil de direction; Board of Regents /Conseil de régents; Board of Trustees / Conseil de fiducie ; Board of Visitors /Comité de réception

<sup>1</sup> **Liste des noms :** Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

## **PART 6 – SECURITY**

### **1. Security Requirement**

- (a) Before award of a contract, the following conditions must be met:
  - (i) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
  - (ii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

### **2.0. Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## **PART 7 - RESULTING CONTRACT**

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

**Title:** Marine Water Quality Monitoring – Quebec – S&TD Lower St. Lawrence, Gaspesie and Magdalen Islands Regions.

### **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 (2016-04-04), 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.

## **2.2 Supplemental General Conditions**

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

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

## **2.3 Specific Person(s)**

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

## **2.4 Non-Disclosure Agreement (as applicable)**

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "F" , and provide it to the *Technical Authority* before they are given access to information by or on behalf of Canada in connection with the Work.

## **3. Security Requirement**

**3.1** The following security requirement (SRCL and related clauses) applies and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
  - a. Security Requirements Check List and security guide (if applicable), attached at Annex "D";
  - b. Industrial Security Manual (Latest Edition).



#### 4. Term of Contract

##### 4.1 Period of the Contract

The Work is to be performed during the period of **April 1<sup>st</sup>, 2017 to 31<sup>st</sup>, March 2020.**

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Moufid Samri  
Title: Contracting and Procurement agent  
Environment and climate Change Canada  
Procurement and Contracting Division  
Address: 105, McGill – 5<sup>th</sup>, Floor – Montreal (QC) H2Y 2E7

Telephone: 514-496-2617  
E-mail address: [moufid.samri@canada.ca](mailto:moufid.samri@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 *(will be identified in the contract)*

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

##### 5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

## **6. Proactive Disclosure of Contracts with Former Public Servants**

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

## **7. Payment**

### **7.1 Basis of Payment**

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

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

### **7.2 Time Verification**

C0711C (2008-05-12) Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

## **8. Invoicing Instructions**

### **8.1 Milestone Payments**

8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex "B" of the Contract and the payment provisions of the Contract if:

- (a) 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;
- (b) all such documents have been verified by Canada;
- (c) all such documents have been verified by Canada;
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

## **9. Certifications**

### **9.1 Compliance**

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the

Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **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) 4007 (2010-08-16) Supplemental General Conditions - Canada to own Intellectual Property Rights in Foreground
- (c) 2010B General Conditions - Professional Services (Medium Complexity) (2016-04-04) as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Federal Contractors Program for Employment Equity - Certification;
- (h) Annex E, Insurance Requirements;
- (i) Annex F, the signed Non-Disclosure Certification;
- (j) the Contractor's bid dated \_\_\_\_\_,

## **12. Insurance Requirements**

The Contractor must comply with the insurance requirements specified in Annex "E". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed

to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## ANNEX « A » STATEMENT OF WORK

### Marine Water Quality Monitoring – Quebec – S&TD Lower St. Lawrence, Gaspésie and Magdalen Islands Regions 2017-2018-2019

#### 1. INTRODUCTION

The Canadian Shellfish Sanitation Program (CSSP), which is aimed at protecting public health, is the first point of shellfish sanitary control. Environment and Climate Change Canada's (ECCC) role is to identify and assess all sources of pollution of shellfish beds in order to measure the impact of pollution on water quality.

In Quebec, the shoreline area where shellfish are harvested, either locally or commercially, occupies an area of 5000 km and is currently divided into 400 sectors. The priority given to the assessment of the sectors is based on the type of harvesting i.e. commercial (local or for export) or recreational, and the pollution sources located in the area.

In 1948, a bilateral Memorandum of Understanding between Canada and the United States on sanitary control of shellfish was signed by the ministers of health of the two countries. In 1972, responsibility of monitoring shellfish waters in Canada was given to the departments of Fisheries and Environment. A federal-provincial regional committee was charged with applying the regulations and assuming responsibilities with regard to exports.

Since 1986, our sampling effort has increased, and the number of sectors covered has risen from 10 on the North Shore in 1986 to a total of 292 in the North Shore, Gaspésie, Lower St. Lawrence and Magdalen Islands regions in 2016.

Finally, on April 1, 2010, the CSSP partners agreed that all laboratories performing CSSP testing must be accredited to the ISO/IEC 17025:2005 international accepted standard, General Requirements for the Competence of Testing and Calibration Laboratories.

#### 2. GENERAL OBJECTIVE

To carry out bacteriological studies of shellfish areas and aquaculture sites in order to evaluate the water quality so as to meet the CSSP Standards for the period of April 1, 2017, to March 31, 2020.

This mandate relates to the Lower St. Lawrence, Gaspésie and Magdalen Islands. Fifty-five (55) sectors will be sampled in 2017, 2018 and 2019, from April to November of each year (see Annex 1). Moreover, during each year, additional rounds could be added to the sampling plan laid out for 2017, 2018 and 2019.

#### 3. SPECIFIC OBJECTIVES

- Collection of seawater samples
- Bacteriological analyses of seawater samples in a laboratory accredited to ISO/IEC 17025:2005, General Requirements for the Competence of Testing and Calibration Laboratories for the Rapid Fecal Coliform MPN test (Modified A-1 Method) as described in the CSSP manual of operation<sup>3</sup> (method of reference: APHA *et al.* 2012, section 9221 E. 2. Thermotolerant Coliform Direct Test [A-1 Medium], p 9-74 à 9-75)

<sup>3</sup> The method using the lauryl tryptose broth and the EC medium as described in the CSSP manual of operation will be temporarily accepted (for the first year of the contract) if the laboratory is committed to add the A-1 medium method to his scope of accreditation, no later than the second year of analysis (April 1, 2018). Method of reference: MFHPB-19, Health Canada, Compendium of Analytical Methods, HPB Methods of Microbiological Analysis, Volume 2.

- Measurement of various hydrological and meteorological factors, and evaluation of their impact on water quality
- The capture and computerization of data through the « Plate-forme régionale d'information sur la salubrité des mollusques » (PRISM)
- Preparation of specific reports by shellfish sector

## 4. STATEMENT OF WORK

### 4.1 Work team

The composition of the work team is presented in Annex 2. ECCC will require that only one person from the work team (the project manager) be responsible for all contact with the ECCC scientific authority.

The work team members proposed by the consultant must remain in their positions for the full term of the contract. All changes to team composition, particularly in positions responsible for key activities (project leader, laboratory manager or field leader) must be approved by the ECCC scientific authority before they become effective. The consultant must demonstrate in writing that the new employee possesses all the qualifications required by ECCC (Annex 2).

### 4.2 Sampling

A) This mandate covers fifty-five (55) sectors to be sampled in 2017, 2018 and 2019. The consultant must provide all the material for sampling. A detailed list of equipment will have to appear in the contract proposal.

The description of shellfish sectors, the sampling frequency and the number of stations to sample are presented in Annex 1. The localization of the stations to sample will be provided to the consultant after the signature of the contract. These sectors will be the subject of detailed classification and will be sampled from April to November.

B) If sampling rounds must be added to or removed from the present plan, the scientific authority will submit to the consultant a detailed document outlining modifications to be done. Upon receipt of the document, the consultant will submit a quote with the detailed plan costs. The consultant may start the sampling upon receipt of a contract modification.

C) The consultant should note any observations regarding the presence of potential sources of contamination near the sampling stations that can affect the water quality of shellfish areas. The information identified will be entered into PRISM.

D) The problems encountered during field operations must be reported as soon as possible to the ECCC scientific authority, by email and phone.

#### 4.2.1 Sampling procedure

The sea water samples will be collected at the surface (30 cm below the water level) at each station, in accordance with the procedure in APHA *et al.* (2012) (sections 9060A. Collection, pp. 9-33 to 9-35).

It is recommended that sampling take into account and be carried out in the worst conditions of bacteriological pollution. To do this, shellfish areas will be sampled according to a rotation that will make it possible to encounter various hydrological or climatic conditions such as periods of:

- flooding
- prolonged rain (more than one day)
- heavy rain of short duration

- summer heat
- heavy tourist traffic
- the lowest water levels in streams and creeks
- spring tides and neap tides

Moreover, a delay exceeding **72H00** (between the end of a round and the beginning of another) should be maintained between each sampling round in a same area.

One control sample (water temperature) must be taken at the first sampling station of each sector sampled. In addition, for each region (Lower St. Lawrence, Gaspésie and the Magdalen Islands), a field blank and a cooler blank must be analyzed by the consultant. These analyses must be carried out once a month, and upon any change of members in the field team.

The sampling stations will be located using a global positioning system (GPS). The GPS position of each station must be validated by the consultant according to the procedure for approaching the sampling station position as defined by ECCC (this will be provided upon signing the contract). The GPS position of each sample must be registered and provided to the ECCC scientific authority at the beginning of each month following the sampled month (no later than the 7<sup>th</sup> day following the sampled month). Any station position too close to the shore (less than 100 m), where the water level is too low (less than 45 cm), or impossible to sample at high tide, must be reported as soon as possible to the ECCC scientific authority so that appropriate corrections can be made.

The GPS itinerary (track log) of each sampling round must be provided to the ECCC scientific authority for the first year. The consultant must provide, at the beginning of each month following the sampled month (no later than the 7<sup>th</sup> day following the sampled month), a file that includes the GPS basics data for each sampling day. The itinerary must begin with the launching and end with the exit of water at the end of the round. If new sectors are added in the second and the third year of the contract, the new itineraries must be provided to the ECCC scientific authority following the same procedure.

As each sector is sampled, the consultant must provide the description (site and its condition, ramp, access road, user fees, tidal influence, digital photo [JPEG-format]) and the localization (latitude/longitude – NAD 83) of the **boat launching sites** that will be used during the year. The consultant must capture these data using PRISM. Photos are to be submitted to the scientific authority by email. Every year, the consultant will update this information recorded in PRISM.

#### ***4.2.2 Hydrological, meteorological and geographical conditions***

At each survey, the hydrological, meteorological and geographical conditions that can affect the distribution of pollutants must be noted and included in the preliminary and final annual reports.

##### Hydrological conditions

- depth, water temperature, pH and salinity at each station
- period and amplitude of the tide
- water level<sup>(1)</sup>

##### Meteorological and geographical conditions

- rainfall quantity (mm)
- air temperature (°C)
- wind direction and speed (km/h)
- particular phenomena (e.g. flood)

<sup>(1)</sup> During the first sampling round, markers must be installed in the main tributary<sup>4</sup> of each sampling sector to evaluate water level fluctuations during the season. The water level must be measured and noted at each round. As each sector is sampled, the consultant must provide the description (site, path, method of water level measurement, digital photo<sup>5</sup> [JPEG-format]) and the

<sup>4</sup> The consultant will confirm, in the field, that the specific place for measuring water levels is functional. The tributary list will be provided by ECCC.

<sup>5</sup> A general picture of the water level measurement site and a second more detailed picture of the place where the measurement is taken

localization (latitude/longitude – NAD 83) of the site of the tributary that will be used during the year. The water level measurement site chosen by the consultant must not be influenced by tides or by a flow regularization structure (e.g. dam). The consultant must capture these data using PRISM and be updated every year if necessary. Photos will be provided to the scientific authority by email.

Weather stations operated by Quebec's Ministère du Développement durable, Environnement et Lutte contre les changements climatiques, (MDDELCC) and ECCC may be used as references. The list of these stations and precipitation data will be provided by ECCC.

#### **4.2.3 Log book**

A copy of the log book, with technical information, must be turned over to ECCC when submitting the preliminary report on December 1.

Please take note that the consultant must **always** use Eastern Standard Time (EST) in any documentation.

Then, for each sampling round:

- date of each sampling round
- number of the zone and the sector sampled
- number of the sampling round
- reference tide height
- coefficient of tide (spring tide, neap tide and mean tide)
- time of high tide (EST)
- time of low tide (EST)
- stage of the tide
- tidal amplitude (meter)
- measurement of the water level (meter) at the tributary
- daily precipitation (mm)
- location and time (EST) at which sampling equipment was immersed and removed from the water
- date and time (EST) of arrival of samples at the laboratory
- temperature of the cooler upon its arrival at the laboratory (°C)
- temperature of the control sample upon its arrival at the laboratory (°C)
- initials of individuals responsible for the sampling, sample delivery, receipt in the laboratory and data verification
- observations or comments in relation to the sampling round (eg. pollution sources observed, problems encountered, etc.)

At the beginning and the end of each sampling round of a sector, various meteorological information *in situ*:

- air temperature (°C)
- wind direction and speed (km/h)
- cloud cover (%)
- wave height (m)
- sea condition (Beaufort scale)

At each sampling station:

- number of the station
- time of sampling (EST)
- depth (m) and water temperature (°C)
- salinity (‰) and pH



- distance (m) of the sampling position from the original position of the station
- GPS waypoint
- pollution sources observed
- problems encountered

The copy of the log book provided to ECCC must be bounded and printed on both sides on recycled paper. The log book (field sheets) must be organized by sampling month and must include an introductory text summarizing the contents. The log book must include the list of the boat launching sites and water level measurement sites used, the complete list of the sampling stations, the daily sampling plan, the list of reference Ports and secondary Ports, a copy of tide Tables, Table 1 (information and range), Table 2 (tidal height, extremes and mean water level) and Table 3 (information and tidal differences) from the Canadian Tide and Current Tables of the Canadian Hydrographic Service (Volumes 2 and 3).

#### **4.2.4 Assessment**

An assessment (quality control) of the sampling will be done once per year. A checklist of the control points will be provided to the consultant after the signature of the contract. ECCC may perform more than one quality control per year.

#### **4.2.5 Water safety and occupational health and safety (OHS)**

Considering the sampling conditions (extent of the territory, shallow depth, influence of tide and wind), we recommend the use of a 14-foot inflatable craft equipped with an engine of 15-20 hp. The craft used must be fitted with the minimum equipment required for its size.

**At least two individuals must be aboard the craft for each survey** (Marine Personnel Regulations [SOR/2007-115]; <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2007-115/> ).

In addition, it is the responsibility of the consultant to assure the occupational health and safety (OHS) of his employees who perform sampling in marine environments. For example, the consultant should identify the risks associated with the task, establish safe work procedures, provide appropriate training to his employees, and ensure that they have access to the security and personal protective equipment required to operate tasks that they must perform.

The firm selected must comply with the safety conditions for small commercial vessels recommended by Transport Canada (TC). The consultant must demonstrate (with supporting evidence) to the ECCC scientific authority that all crafts used for the sampling and quality control (evaluation) have been inspected by TC (notice of inspection for small vessels) before the start of operations and satisfy TC standards, to assure the security of everyone on board.

For further details, please refer to the following websites<sup>6</sup>:

1. *Canada Shipping Act, 2001* (S.C. 2001, c. 26) - <http://lois-laws.justice.gc.ca/eng/acts/C-10.15/>
2. *Small Vessel Regulations* (SOR/2010-91) - <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2010-91/>
3. Vessel Registration Office - <http://www.tc.gc.ca/eng/marinesafety/oep-vesselreg-menu-728.htm>
4. General information on the equipment and water safety for small vessels - <http://www.tc.gc.ca/eng/marinesafety/debs-small-vessels-menu-2258.htm>
5. Small Commercial Vessel Safety Guide - TP 14070 E (2010) - <http://www.tc.gc.ca/eng/marinesafety/tp-tp14070-menu-1648.htm>
6. Small Vessel Compliance Program (SVCP) - <http://www.tc.gc.ca/eng/marinesafety/svcp->

<sup>6</sup> This list is provided for information purposes only.

### 4.3 Laboratory

The consultant must provide a laboratory for the full term of the contract. Water quality samples must be processed in a laboratory accredited to ISO standard ISO/IEC 17025:2005, General Requirements for the Competence of Testing and Calibration Laboratories, by an accreditation body signatory of the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA) for the full term of the contract. In Canada, the Standards Council of Canada (SCC) and the Canadian Association for Laboratory Accreditation inc. (CALA) are signatories of this MRA. For more information, consult: SCC (<http://www.scc.ca/en/>), Bureau de normalisation du Québec (<http://www.bnq.qc.ca/en/>) and CALA (<http://www.cala.ca/>).

The scope of accreditation of the laboratory must include the method described in the CSSP manual of operation (Rapid Fecal Coliform MPN Test<sup>7</sup> [Modified A-1 Method]). A copy of the accreditation certificate and the accreditation scope of the laboratory chosen by the consultant must be submitted with the proposal. A summary of the method for which the laboratory is accredited must be included in the proposal

#### 4.3.1 Methodology and quality control

The conventional bacteriological analysis method with five tubes and three dilutions, with A-1 culture medium, will be employed (APHA *et al.* 2012, section 9221 E. 2, Thermotolerant Coliform Direct Test [A-1 Medium], pp. 9-74 and 9-75). The indicator to be measured is the most probable number (MPN) fecal coliform level per 100 ml of sample water. An MPN table based on APHA *et al.* (2012) (section 9221 C, Estimation of Bacterial Density, Table 9221: IV, pp. 9-71) will be provided to the consultant upon signature of the contract.

The laboratory team must ensure the quality of its analyses by performing various quality controls as indicated in the ISO/IEC 17025:2005 standard, and in accordance with guidelines included in the manuals *Recommended Procedures for the Examination of Seawater and Shellfish* (APHA 1985) and APHA *et al.* (2012) (section 9020, Quality assurance/Quality control pp. 9-2 to 9-24).

ISO/IEC 17025: 2005 requires laboratories to implement and maintain a management system (laboratory quality assurance and quality control [QA/QC] program). The quality documents developed by the laboratory must be available at all times for consultation by ECCC.

In addition, at least once per year the work team must participate in a proficiency testing (PT) program from a PT provider that complies with ISO/IEC 17025: 2005. This provider will be chosen by ECCC, which will pay all costs related to the purchase and the delivery of the PT. This testing must be carried out at the beginning of operations. Results of this PT must be provided by email to the ECCC scientific authority, no later than one week after they are received.

Water supplied to the laboratory must meet drinking water standards of the MDDELCC (<http://www.mddep.gouv.qc.ca/eau/potable/brochure-en/index.htm>). The consultant must therefore provide proof that the water supplied to the laboratory meets those standards. In addition, the consultant must provide the ECCC scientific authority with a report on chemical analysis of the water at the discharge outlet of the laboratory purification system. The parameters to be analyzed and the requirements for each of these parameters are described in APHA *et al.* (2012) (section 9020B, Table 9020: II Quality of reagent water used in microbiology testing, pp. 9-12).

Proof of conformity with the MDDELCC standard for drinking water and the report on chemical analysis of the water at the discharge outlet of the laboratory purification system must be provided to the ECCC scientific authority at the beginning of the work, in 2017, 2018, and 2019.

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<sup>7</sup> Method of reference: APHA *et al.* (2012), section 9221 E. 2. Thermotolerant Coliform Direct Test (A-1 Medium), pp 9-74 and 9-75).

When throwing out the culture media and contaminated lab material, the consultant will ensure that they are neutralized and confined. In addition, the consultant must comply with the regulations of the MDDELCC regarding the discharge of wastewater effluent. The consultant must use products that are safe for the environment and reusable.

#### ***4.3.2 Laboratory and equipment***

The consultant must provide a laboratory and the lab equipment necessary and sufficient for the completion of this contract, which must meet the requirements of ISO standard ISO/IEC 17025: 2005. A description of the proposed laboratory equipment can be found in APHA (1985), (chapter 1, pp1-17) and in APHA *et al.* (2012) (section 9030 Laboratory apparatus, pp. 9-2 to 9-30). For your information, the number of samples to be analyzed may vary from 35 to 100 per day. Based on past experience, the lab space must be at least 400 square feet. The equipment and material necessary for sampling and bacteriological analysis will be provided by the consultant.

#### ***4.3.3 Laboratory location***

The location of the laboratory will be determined by the consultant and must be approved by the ECCC scientific authority before the contract is signed.

**The samples must be analyzed as soon as possible. The samples must be collected and analyzed within a 24-hour period (from the collection of the first sample) for all sectors (Lower St. Lawrence, Gaspesie and Magdalen Islands).** The transportation conditions of the samples must comply with the directives of APHA *et al.* (2012) (section 9060 B. Preservation and Storage, pp. 9-35 to 9-36). **Samples must be analyzed immediately upon their arrival at the laboratory.**

#### ***4.3.4 Assessment***

The ISO/IEC 17025: 2005 standard requires that laboratories be audited once per year by the accreditation body. If serious or critical non-conformities are detected during the audit, leading to the suspension or withdrawal of CSSP testing from the scope of accreditation of the laboratory, the consultant must immediately inform the ECCC scientific authority. The consultant must ensure that the analysis of the water samples is carried out in a laboratory with a scope of accreditation that includes CSSP testing for the remainder of the sampling season, or until the scope of accreditation of the original laboratory is restored. The consultant agrees to inform the ECCC scientific authority of the date and result of the audits by the accreditation body. The results of the audits must be provided (summary/highlights) to the ECCC scientific authority no later than one week after receiving the evaluation report.

ECCC must be immediately advised by the consultant (by email and phone) of all elements or events occurring in the laboratory that may affect test results (e.g., power failure, equipment failure, etc.).

In addition, an evaluation of the laboratory activities may be carried out by ECCC if necessary. ECCC may perform more than one quality control per year.

### **4.4 Data compilation and survey reports**

#### ***4.4.1 Capture of data in PRISM***

All field data (including data from sampling rounds that do not respect the analysis deadline) and bacteriological results from the laboratory analysis of each survey must be captured using PRISM **no later than two days after the sampling day.** If changes are made to the information already

entered in PRISM, ECCC must be notified by the consultant (by email) in the next two day following the modifications.

The consultant must comply with all the conditions described in the consultant's users' guide, « PRISM : Guide d'utilisation du consultant pour la gestion des données d'échantillonnage, des résultats d'analyse et la production de documents pour le rapport annuel version 3.9 », available at: [http://prism.qc.ec.gc.ca/documents/guide/prism\\_guide\\_consultant\\_v3\\_9.pdf](http://prism.qc.ec.gc.ca/documents/guide/prism_guide_consultant_v3_9.pdf).

#### **4.4.2 Sampling plan**

A monthly (from April to November) written sampling plan on field activities must be emailed to the scientific authority before the beginning of the season, not later than five working days before the meeting at the beginning of the season. If, for reasons beyond the control of the field team, a sampling round cannot be carried out as planned, a notice of this situation must be given to the ECCC scientific authority by telephone or email on the same day or next day.

#### **4.4.3 Weekly report**

Each Monday (during the sampling season), the consultant must provide by email to the ECCC scientific authority a weekly report presenting all the sampling rounds carried out during the previous week and those planned for the next week.

#### **4.4.4 Preliminary annual report**

A preliminary version of the report (structured as indicated in Annex 3) must be delivered at the end of each season. The report (one copy), must be submitted to the ECCC scientific authority in paper format, in a binder on recycled paper and printed on both sides for comments. This report must be delivered no later than December 1 of the year in which the sampling activities were conducted. A model report (in Word) will be provided to the consultant after the signature of the contract.

#### **4.4.5 Final annual report**

The final report must include all comments provided by ECCC on the preliminary report. One paper copy must be submitted, in binder on recycled paper and printed on both sides, along with as an electronic copy (one compact disc). This report must be delivered no later than February 1 of the year following the end of the sampling season.

The complete data, grouping together all the texts, tables, figures and maps, will be under one file (PDF format, untrusted) for each region. The consultant must also provide all the text files in Word format (Office 2010) and all the figures in Excel format (Office 2010).

## **5. DELIVERABLES AND DEADLINES**

<b>Product</b>	<b>Deadline 2017-2018-2019</b>
Monthly sampling plan	Five working days before the meeting at the beginning of the season
Weekly report	Each Monday (during the operating season)
Entering sampling round in the database	No later than two days after de sampling day
Approbation of the results in the database by the microbiologist	Before the production of the preliminary annual report
Waypoints	Monthly, at the beginning of the month, no later than the 7 <sup>th</sup> day following the sampled month
GPS itineraries	Monthly, at the beginning of the month, no later than the

	7 <sup>th</sup> day following the sampled month for the first year, and if sectors are added for the second and/or third year
Proficiency testing results	No later than one week after receiving the results
Proof of conformity with drinking water standards and report on chemical analysis of the water	From the start of operations
Lists of the GPS positions of the launching sites and water level measurement sites.	On an ongoing basis
Validation of the list of the sectors associated with each tributary used for water level measurement.	September 2017-2018-2019
Validation of the list of sectors associated with the launching sites	September 2017-2018-2019
Log book	December 1, 2017-2018-2019
Preliminary annual report (written)	December 1, 2017-2018-2019
Final annual report (written and electronic (PDF, Word, Excel))	February 1, 2018-2019-2020

## 6. VARIA

All meetings will be held in French, and all written reports must be provided in French.

Project monitoring will be ensured through periodic meetings or conference calls, during which the progress of work will be presented. Meetings will be held as follows: before work begins, during the sampling period (if necessary), and upon completion of the field work (before delivery of the preliminary report). Other meetings or conference calls may be added as the project progresses.

ECCC reserves the right to modify the sampling of certain sectors and to reassign the workload to other sectors in the same territory while respecting the sampling schedule, at no additional cost to the Department.

ECCC also reserves the right to reduce the sampling rounds planned in the proposed sampling plan during the contract if financial resources allocated to the Program are lessened. The cost of the contract would be reduced accordingly.

Should sampling rounds be added to or removed from the sampling schedule planned for a given year, each day of sampling will be paid in addition to the contract, or deducted from the contract, according to the price specified for each regions in the list of costs for extra work.

**Extra work:** The contractor shall provide estimated costs for carrying out the activities listed below for 2017-2018-2019 (Part 3).

- 1- Analysis of a sea water sample (per sample);
- 2- Additional sampling rounds and laboratory analysis, cost per day for each regions (Gaspesie, Lower St-Lawrence, Magdalen Islands);
- 3- Hourly rate of assistant technician for various field works (logistical support to ECCC field staff, samples transport, etc.).

Results of bacteriological analyses and any other information obtained from the surveys are confidential and remain the property of ECCC.

## 7. BIBLIOGRAPHIC REFERENCES

- [APHA] American Public Health Association. 1985. *Recommended Procedures for the Examination of Seawater and Shellfish*. 5th edition. Greenburg AE, Hunt DA, editors. Washington (DC): American Public Health Association. 144 pages.
- [APHA] American Public Health Association, [AWWA] American Water Works Association, [WEF] Water Environment Federation. 2012. *Standard Methods for the Examination of Water and Waste Water*. 22nd edition. Rice EW, Baird RB, Eaton AD, Clesceri LS, editors. Washington (DC).
- Canada. Canadian Food Inspection Agency, Environment Canada, Fisheries and Oceans Canada. 2009. *Canadian Shellfish Sanitation Program, Manual of Operations*. [Cited 2010 October 12]. Available from: <http://www.inspection.gc.ca/english/fssa/fispoi/man/cssppccsm/cssppccsme.shtml>
- [ISO/IEC] International Organization for Standardization and International Electrotechnical Commission. 2005. *General Requirements for the Competence of Testing and Calibration Laboratories. International Standard ISO/OEC 17025*. 2nd edition, 30 pages.



**ANNEX 1**  
**IDENTIFICATION OF THE SAMPLING SHELLFISH SECTORS IN 2017, 2018 AND 2019**



**Identification of the sampling shellfish sectors in 2017, 2018 and 2019 - Magdalen Islands**

<u>Sector (Zone)</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of Stations</u>
A-02 (ZA14A)	Sandy Hook Beach	From the east extremity of Dune Sandy Hook to the east side of the gully of Baie du Bassin.	1 time in July 1 time in August	14 stations
A-03.1 (ZA01)	Baie du Bassin	Bassin bay, including the waters of Grande-Rivière bay.	2 times in May 3 times in October	22 stations
A-05 (ZA01C)	Plage de l'Ouest	From the mouth of Ruisseau de l'Étang de l'Ouest to cap Brillant.	1 time in July 1 time in August	9 stations
A-07 (ZA01B)	Dune du Nord (exterior)	From the beach of Fatima to Grosse Île's north wharf.	1 time in July 1 time in August	20 stations
A-08.1 (ZA03A)	Plage de la Pointe de l'Est	From Grosse Île's north wharf to a point of Old-Harry.	1 time in July 1 time in August	16 stations
A-08.2 (ZA02B)	Île Boudreau.	From a point of Old-Harry to west point of Île Boudreau.	1 time in June 1 time in July	6 stations
A-08.3.1 (ZA02A)	Inside Bassin aux Huîtres	The waters of bassin aux Huîtres.	1 time in June 1 time in July	10 stations
A-08.3.2 (ZA02B)	La Bluff	From west extremity of Île Boudreau to a point located south-west of Grande Entrée.	1 time in June 1 time in July	3 stations
A-08.4 (ZA02B)	Île de la Grande Entrée, west	From a point located south-west of Grande Entrée to the Grande-Entrée's wharf navigation light.	1 time in June 1 time in July	2 stations
A-09.1 (ZA16)	Île de la Grande Entrée, north	From the Grande-Entrée's wharf navigation light to pointe du Fort.	2 times in May 1 time in June 1 time in July 1 time in October	11 stations
A-09.2	Baie Clarke	From pointe du Fort to a point west of Cap de l'Est's bridge.	2 times in May 1 time in June	7 stations

<u>Sector</u> <u>(Zone)</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of Stations</u>
(ZA17)			1 time in July 1 time in October	
A-09.3 (ZA18)	Anse au Sable	From a point west of Cap de l'Est's bridge to pointe à Keating.	2 times in May 1 time in June 1 time in July 1 time in October	10 stations
A-09.5 (ZA00PC3)	Middle of the lagoon of Grande Entrée	The middle of the lagoon of Grande Entree.	2 times in May 1 time in June 1 time in July 1 time in October	8 stations
A-09.5.1E (ZA00PC3)	Grande-Entrée Aquaculture - Grande Entrée Lagoon	Grande Entree Aquaculture's site inside Grande Entree Lagoon.	2 times in May 1 time in June 1 time in July 1 time in October	13 stations
A-10.1.1 (ZA06)	Pointe Keating	The foreshore and inclusive waters between pointe a Keating and 125 meters west of the salt mine wharf.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	4 stations
A-10.1.2 (ZA06)	South of Grand Étang	The foreshore and waters inside the Grand Étang, between a point located 125 meters west of the Salt mine wharf and a point located to the south of Grand Étang.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	7 stations
A-10.1.4 (ZA06)	Pointe-aux-Loups	The foreshore and inclusive waters between a point located 3km east of Pointe-aux-Loups to Pointe-aux-Loups.	1 time in May 1 time in June	6 stations

<u>Sector</u> <u>(Zone)</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of Stations</u>
			1 time in July 1 time in August 1 time in October	
A-10.2 (ZA07)	Dune du Nord (inside)	From Pointe-aux-Loups to Detroit's bridge.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	17 stations
A-11 (ZA08)	Lagune de la Grande Entrée, south	From Detroit's bridge to the east extremity of Dune du Sud thence to Grande-Entree's wharf.	1 time in July 1 time in August	6 stations
A-12.1 (ZA08A)	Plage de la Dune du Sud	From the east extremity of Dune du Sud to the rest area jetty.	1 time in June 1 time in July	14 stations
A-12.2 (ZA08A)	Buttes Pelées	From the rest area jetty to cap Alright.	1 time in June 1 time in July	6 stations
A-13 (ZA08A)	Pointe-Basse	From cap Alright to the south-eastern point of anse à Damase.	1 time in June 1 time in July	8 stations
A-14.2 (ZA11)	Havre aux Maisons Lagoon, south	From mont Alice to the Detroit's bridge.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	10 stations
A-14.3.1E (ZA00PC2)	Moules de culture des Îles- Havre aux Maisons Lagoon	Moule de culture des Îles's site inside Havre aux Maisons Lagoon.	2 times in May 1 time in June 1 time in July	7 stations

<b><u>Sector</u></b> <b><u>(Zone)</u></b>	<b><u>Name</u></b>	<b><u>Boundary</u></b>	<b><u>Frequency/ Sampling</u></b>	<b><u>Number of Stations</u></b>
			1 time in October	
A-14.3.2E (ZA00PC2)	Culti-mer inc. – Havre aux Maisons Lagoon	Culti-mer inc.'s site inside Havre aux Maisons Lagoon.	2 times in May 1 time in June 1 time in July 1 time in October	7 stations
A-14.3.5E (ZA00PC2)	Moule du Large inc. – Lagune du Havre aux Maisons	Moule du Large inc.'s site inside Havre aux Maisons Lagoon.	2 times in May 1 time in June 1 time in July 1 time in October	5 stations
A-15.1.2 (ZA12)	Lagune du Havre aux Maisons, north	About 500 meters west from the Detroit s bridge to the mouth of Le Barachois.	1 time in May 1 times in June 1 time in July 1 time in August 1 time in October	12 stations
A-15.1.2.1E (ZA12)	La Moule du large inc. - Lagune du Havre aux Maisons (Cap Vert)	La Moule du large Inc.'s site, inside Havre aux Maisons Lagoon near Cap Vert.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	5 stations
A15.1.2.2E (ZA12)	La Moule du large inc. - Lagune du Havre aux Maisons (Dune du Nord)	La Moule du large Inc.'s site, inside Havre aux Maisons Lagoon near Dune du Nord.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	4 stations
A-16.1.2 (ZA13)	Chenal of Havre aux Maisons	Pedalo beach and offshore of the Chenal du Havre aux Maisons until the delimitation of the sector of the point of Havre aux Maisons.	2 times in June 1 time in July	16 stations

<u>Sector</u> <u>(Zone)</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of Stations</u>
			1 time in August 1 time in October	
A-16.2.1.1 (ZA13A)	Camping du Gros-Cap	From the southern tip of the Gros-Cap camping road to the middle of Anse aux Étangs.	1 time in June 1 time in October	15 stations
A-17.1 (ZA13A)	Plage de La Martinique	From the old La Martinique Pass to buttes des Demoiselles.	2 times in June 1 time in July 1 time in August 1 time in October	20 stations
A-17.4 (ZA14)	Dune Sandy Hook	From the Fisheries and Oceans notice to the east extremity of Dune Sandy Hook.	2 times in June 1 time in July 1 time in August 1 time in October	9 stations
A-20 (ZA13A)	Offshore of Entry Island	The waters below the intertidal zone between the western extremity of Ile Boudreau and the mouth of the Bassin bay.	1 time in June 1 time in October	10 stations
A-20.8E (ZA 20)	La Moule du large inc. - Plaisance Bay	La Moule du Large Inc. site in Plaisance Bay.	1 time in July 1 time in August	16 stations

**Identification of the sampling shellfish sectors in 2017, 2018 and 2019 - Lower St-Lawrence**

<b><u>Sector (Zone)</u></b>	<b><u>Name</u></b>	<b><u>Boundary</u></b>	<b><u>Frequency/ Sampling</u></b>	<b><u>Number of stations</u></b>
B-02.4 (ZB01)	Île Verte	The waters around Ile Verte, at less than 800 meters off the shore.	1 time in June 1 time in September 1 time in November	13 stations
B-03.5 (ZB06)	Baie du Ha! Ha!	From Pointe à Mercier to Cap à l'Original.	1 time in June 1 time in September 1 time in November	22 stations
B-16.5 (ZB21)	Jersey Cove	From Ruisseau des Whitty to 150 meters south of Pointe Carse.	2 time in May 1 time in September 2 time in October	21 stations

**Identification of the sampling shellfish sectors in 2017, 2018 and 2019 - Gaspesie**

<b><u>Sector (Zone)</u></b>	<b><u>Name</u></b>	<b><u>Boundary</u></b>	<b><u>Frequency/ Sampling</u></b>	<b><u>Number of stations</u></b>
G-02.1 (ZG01)	Miguasha	From Pointe aux Corbeaux to Pointe Labillois, excluding the waters of Bassin de la Rivière Nouvelle.	1 time in April 1 times in May 1 time in September 1 time in October 1 time in November	16 stations
G-02.9E (ZG00PC1)	Ferme de développement maricole Nord/Sud Inc.– Tracadigache Bay	The site of Ferme de développement maricole Nord/Sud in Tracadigache Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	6 stations
G-02.10E (ZG00PC1)	Moules Tracadigash inc. – Tracadigache Bay	Moules Tracadigash inc.’s site in Tracadigache Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	4 stations
G-04.3E (ZG00PC6)	Ferme maricole du Grand Large – Cascapedia Bay	Ferme Maricole du Grand Large’s site in Cascapedia Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	5 stations
G-04.4E (ZG00PC6)	Pêcheries R. Allard inc. - Cap Maria	Pêcherie R. Allard’s site in Cascapedia Bay.	1 time in May 1 time in June 1 time in July 1 time in August	8 stations

<u>Sector</u> <u>(Zone)</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of stations</u>
			1 time in October	
G-04.5E (ZG00PC6)	Moules Cascapédia Itée – Cascapedia Bay, Maria	Moules Cascapedia ltee’s site in Cascapedia Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	9 stations
G-04.7E (ZG00PC6)	Moules Carleton sur Mer inc. – Cascapedia Bay	Moules Carleton sur Mer inc.’s site in Cascapedia Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	4 stations
G-04.9E (ZG00PC6)	Listuguj Migmag First Nation Council- Baie de Cascapédia, site 3	Listuguj Migmag Site # 3’s in Cascapedia bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	7 stations
G-00PC6 (ZG00PC6)	Baie de Cascapédia	The stations outside the parks of the Cascapedia Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	12 stations
G-07.3E (ZG00PC7)	Moules Cascapédia Itée - Cascapedia Bay, New Richmond	Moules Cascapédia Itée’s site in Cascapedia Bay.	1 time in May 1 times in June 1 time in July	12 stations



<u>Sector</u> <u>(Zone)</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of stations</u>
			1 time in August 1 time in October	
G-20.1 (ZG08)	Baie de Port-Daniel	From Pointe du Sud-Ouest to the west side of the road 132 bridge in Port-Daniel, including the waters of Petite Rivière Port-Daniel's estuary excluding an area of 300 meters surrounding the wastewater treatment plant outfall..	2 times in May 1 time in September 1 time in October 1 time in November	9 stations
G-24.2.2 (ZG13)	Rivière St-Jean's Estuary East	The foreshore and waters of Rivière Saint-Jean's estuary, inside a perimeter delimited in the East by a line drawn on the railroad and in the West by a line drawn between coordinates 48.769953N 64.400533W and 48.789498N 64.399964W.	2 times in May 1 time in September 2 times in October 1 time in November	7 stations
G-25.1 (ZG00PC4)	Havre de Gaspé	From the extremity of Sandy Beach wharf to pointe de Sandy Beach, thence, to pointe Jacques-Cartier excluding the waters of bassin du Sud-Ouest (York river), upriver from the Gaspé bridge.	1 time in April 1 time in May 1 time in September 1 time in October 1 time in November	12 stations
G-27.6E (ZG00PC4)	Fermes marines de Gaspé inc. – Bassin NO	The site of Fermes marines de Gaspé in the baie de Gaspé.	1 time in April 1 time in May 1 time in September 1 time in October 1 time in November	11 stations
G-27.7.1E (ZG00PC4)	Les moules de la baie de Gaspé inc. - Bassin NO, site 1	Site #1 of Les moules de Gaspé inc. in the baie de Gaspé.	1 time in April 1 time in May 1 time in September 1 time in October 1 time in November	10 stations

<u>Sector</u> <u>(Zone)</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of stations</u>
G-27.9E (ZG00PC4)	Les moules de la baie de Gaspé inc. - Bassin NO, site 2	Site #2 of Les moules de Gaspé inc – in the baie de Gaspé.	1 time in April 1 time in May 1 time in September 1 time in October 1 time in November	8 stations
G-27.10E (ZG00PC4)	Les moules de la baie de Gaspé inc. - Bassin NO, site 3	Site #3 of Les moules de Gaspé inc. in the baie de Gaspé.	1 time in April 1 time in May 1 time in September 1 time in October 1 time in November	8 stations

**ANNEX 2**  
**WORK TEAM**

## WORK TEAM

The work team must be composed of at least five individuals, including a project manager, a certified microbiologist, a laboratory technician, a field technician and a field assistant. In its proposal, the consultant will provide a copy of the Curriculum Vitae of each employee and a detailed time estimate (hours and %) spent on execution of the contract for each employee.

The team members must have the following minimum qualifications:

Project manager	University degree; recognized knowledge of biology; experience in supervising work teams, preferably with experience in the marine environment; experience in data analysis; and experience in writing reports. Experience in coordinating and managing projects of comparable scope.
Laboratory manager (microbiologist)	Recognized university degree in microbiology, work experience in remote regions. Relevant practical laboratory experience in laboratory management and personnel supervision. A Workplace Standard First Aid certificate will be required.
Laboratory technician	Qualification in laboratory techniques or relevant experience in laboratory work. A Workplace Standard First Aid certificate will be required.
Field leader (field technician)	College diploma; experience in the marine environment, including boat handling and knowledge of safety and navigation measures applicable to small boats working at sea; experience in material and sampling management; experience in supervising field teams. A Small Vessel Operator Proficiency (SVOP) certificate, a Restricted Operator's certificate (Maritime), a vessel basic safety certificate (MED-A1, A2 or A3) and a Workplace Standard First Aid certificate will be required.
Assistant technician (field assistant)	Experience in field work in the marine environment. A Small Vessel Operator Proficiency (SVOP) certificate, a Restricted Operator's certificate (Maritime), a vessel basic safety certificate (MED-A1, A2 or A3) and a Workplace Standard First Aid certificate will be required.

Note: No person other than the field leader and the field assistant technician identified in the consultant's submission will be authorized to do sampling work in the marine environment. A copy of each document must be provided to the ECCC scientific authority before the beginning of the sampling season. A change in the work team (in the beginning or during the sampling season) may be accepted by the ECCC scientific authority if the consultant clearly demonstrates (with certification proof) that the new person identified has the qualifications required and complies with TC's security standards with respect to marine vessels. A copy of all the documents must be provided to ECCC scientific authority in the beginning or during the sampling season.

**ANNEX 3**

**TABLE OF CONTENTS OF FINAL ANNUAL REPORT**

## **TABLE OF CONTENTS OF FINAL ANNUAL REPORT**

The final annual report will be provided in French only, in a binder: one copy printed on both sides on recycled paper, and one copy in computer media (Word, Excel and PDF format on compact disk; – refer to section 4.4.5 for more information); and will include the following parts:

### **Chapter I**

Work team (members of the consultant's team and ECCC team)  
Table of contents  
List of tables (if necessary)  
List of figures (if necessary)  
General introduction  
Region covered  
Number of sectors sampled

### **Chapter II**

#### **General Methodology**

Field work

- Localization of sectors and shellfish banks
- Pollution source inventory
- Annual sampling plan and activities calendar
- Positioning of the sampling stations
- Sampling

Bacteriological analysis

Analysis of the results

Results presentation

Conclusion

Bibliographical references

### **Chapter III**

This part will be divided into sections, each dealing with a shellfish sector. Each section will be arranged as follows:

#### **1.0 Summary**

The contents of this data sheet will be provided in part by ECCC. The consultant must complete these sections:

- Work period
- Classification of the sector (historical background)
- Bacteriological studies (historical background). All studies carried out in each sector must be presented in a table, and will include the following information: year, number of round/month, sampled stations/year. The consultant must identify, for each round, the type of study carried out (evaluation, annual review, re-evaluation).

## **2.0 Resources and harvesting**

This information will be provided by ECCC

## **3.0 Sanitary survey**

This information will be provided by ECCC

## **4.0 Bacteriological analysis**

Summary: Summarize the context and identify the problems.

Results and discussions: Describe the data trends and any particularities noted during the current year for an annual review, and during the 15 last rounds for a re-evaluation. Discuss results in relation to hydrometeorological parameters, spatial trends and temporal events. For sectors undergoing annual review, data from the current year must be compared with the data from the three last years. For sectors undergoing re-evaluation, no comparison with previous years needs to be carried out.

## **5.0 Tables and figures to be provided**

- Table 1: Hydrometeorological factors affecting the distribution of pollutants
- Table 2: Bacteriological analysis report
- Table 3: Hydrometeorological conditions
- Table 4: Approved analytical results / physical, hydrological and bacteriological data
- Table 5: Sampled stations, measurement site and launching sites used
- Figure 1: Daily rainfall measurements at the meteorological station of the sector
- Figure 2: Period and duration of sampling relative to the high and low stand of the tide for the sector
- Figure 3: Minimum, average and maximum water temperature of sampling by sampling round
- Annex: Results of previous years (last three years only) for sectors under annual review survey
- Map: Location of shellfish areas, including sampling stations, shellfish beds and potential pollution sources. More than one map can be used to capture an entire sector, depending on the level of detail needed.

**ANNEX « B »  
BASIS OF PAYMENT**

For the duration of the contract, for the work carried out in accordance with the contract, the contractor will be paid according to the table in the following schedule:

<b>ITEM</b>	<b>DELIVERABLES</b>	<b>SCHEDULE</b>	<b>PAYMENT</b>
1.	Following the sampling rounds made in May and June of years 2017, 2018 and 2019	July 1 <sup>st</sup> of years 2017, 2018 and 2019	30% of the contract value
2.	Following the sampling rounds made in July and August of years 2017, 2018 and 2019	September 1 <sup>st</sup> of years 2017, 2018 and 2019	20% of the contract value
3.	Following the sampling rounds made in September and October of years 2017, 2018 and 2019	November 1 <sup>st</sup> of years 2017, 2018 and 2019	25% of the contract value
4.	Preliminary annual report and following the sampling rounds made in November of years 2017, 2018 and 2019	December 1 <sup>st</sup> of years 2017, 2018 and 2019	15% of the contract value
5.	Final annual report of years 2017, 2018 and 2019	February 1 <sup>st</sup> of years 2018, 2019 and 2020	10% of the contract value

Note :

Year 2017 = April 1<sup>st</sup>, 2017 to March 31<sup>st</sup> mars 2018

Year 2018 = April 1<sup>st</sup>, 2018 to March 31<sup>st</sup> mars 2019

Year 2019 = April 1<sup>st</sup>, 2019 to March 31<sup>st</sup> mars 2020



## ANNEX « C » SECURITY REQUIREMENTS CHECK LIST



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 5000022753
Security Classification / Classification de sécurité

### SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine <span style="float: right;">Environnement et Changement climatique</span>	2. Branch or Directorate / Direction générale ou Direction S&T-EAU	
3 a) Subcontract Number / Numéro du contrat de sous-traitance	3 b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail ÉCHANTILLONNAGE ET ANALYSE DE LA QUALITÉ BACTÉRIOLOGIQUE D'EAU DE MER DE SECTEURS COQUILLIERS LOCALISÉS SUR LE BAS ST-LAURENT, LA GASPÉSIE ET AUX ILES-DE-LA-MADELEINE TRAITEMENT DE DONNÉES ET PRODUCTION DE RAPPORTS PAR SECTEUR COQUILLIER. PÉRIODE VISÉE: 2017-2018 ET 2019		
5 a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
5 b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6. Indicate the type of access required / Indiquer le type d'accès requis		
6 a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)	<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui	
6 b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
6 c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?	<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui	
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	
Specify country(ies): / Préciser le(s) pays	Specify country(ies): / Préciser le(s) pays:	
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





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Security Classification / Classification de sécurité

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET- SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes

Security Classification / Classification de sécurité
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Contract Number / Numéro du contrat 5000022753
Security Classification / Classification de sécurité

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉE			NATO				COMSEC						
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET	
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL			A	B	C	CONFIDENTIEL		TRÈS SECRET	
Information / Assets / Renseignements / Biens																	
Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  No / Non  Yes / Oui  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).





Contract Number / Numéro du contrat 5000022753
Security Classification / Classification de sécurité

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

**13. Organization Project Authority / Chargé de projet de l'organisme**

Name (print) - Nom (en lettres moulées) JACQUES SÉNÉCHAL	Title - Titre CHEF, MONITORING DE LA QUALITÉ	Signature 
Telephone No. - N° de téléphone (514) 283-0190	Facsimile No. - N° de télécopieur (514) 283-2502	E-mail address - Adresse courriel JACQUES.SENECHAL@CANADA.CA
		Date 5 MAI 2016

**14. Organization Security Authority / Responsable de la sécurité de l'organisme**

Name (print) - Nom (en lettres moulées) Paul Prud'homme	Title - Titre Coordonnateur Sécurité	Signature 
Telephone No. - N° de téléphone 819 938-1815	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Paul.Prud'homme
		Date 2016-7-29

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non     Yes / Oui

**16. Procurement Officer / Agent d'approvisionnement**

Name (print) - Nom (en lettres moulées) Moufid SAMRI	Title - Titre Agent des Contrats	Signature 
Telephone No. - N° de téléphone 514 496 2617	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel MOUFID.SAMRI@
		Date 04/10/2016

**17. Contracting Security Authority / Autorité contractante en matière de sécurité**

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Canada.ca
		Date

**ANNEX « D »**  
**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada **of 100 or more employees**; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.
- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

**ANNEX « E »**  
**INSURANCE REQUIREMENTS**

G2001C (2014-06-26) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
  - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
  - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to

agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**ANNEX « F »  
NON-DISCLOSURE CERTIFICATION**

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract No.: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date