



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>800 rue de la Gauchetière Ouest, bureau 7810 Montréal (Québec) H5A 1L9</p> <p>Attention de : Marie-Christine Blais</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Extraction and analysis of polychlorinated biphenyls and organochlorine pesticides in marine mammals and other Arctic biota samples for Environment and Climate Change Canada's Aquatic Contaminants Research Division</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000026386</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2017.01.18</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2017.02.02</p>	<p>Time Zone – Fuseau horaire</p> <p><i>Eastern Standard Time</i></p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Marie-Christine Blais</p>	
	<p>Telephone No. – N° de téléphone 514-496-1929</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2017.03.31</p>	
	<p>Destination - of Services / Destination des services Environnement Canada 105 McGill, Montreal (Quebec) H2Y 2E7</p>	
	<p>Security / Sécurité <i>No security requirement</i></p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

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PART 1 – GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this requirement.

2. Statement of Work

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

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 – BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (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 **six (6) calendar** days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

6. Basis for Canada's Ownership of Intellectual Property

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

- (6.4.2) the main purpose of the contract, or of the deliverables contracted for, is to augment an existing body of Canada's background information as a prerequisite to the transfer of the augmented background to the private sector, through licensing or assignment of ownership (not necessarily to the original contractor), for the purposes of commercial exploitation;

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 (3 hard copies)

Section II: Financial Bid (3 hard copies)

Section III: Certifications (3 hard copies)

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Attachment 1 to Part 3 the « Financial Bid Presentation Sheet ». The total amount of Applicable Taxes must be shown separately.

Section III - Certifications

Bidders must provide the required certifications Part 5.

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID PRESENTATION SHEET**

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid

Matrix	Analysis	(A) # of Samples	(B) Unit Price per analysis	(C) Total price (AxB)
Marine mammal blubber	Organochlorine (OC) Pesticides	48	___\$	___\$
	PCBs	48	___\$	___\$
	Polychlorinated naphthalene (PCNs)	28	___\$	___\$
Fish tissue (char & lake trout muscle)	Tissue extraction/GPC/% lipid	50	___\$	___\$
Caribou liver	Tissue extraction/GPC/% lipid	43	___\$	___\$
CRMs (NIST)	OC Pesticides	2	___\$	___\$
	PCBs	2	___\$	___\$
	PCNs	2	___\$	___\$
CRMs (NIST)	Tissue extraction/GPC/% lipid	5	___\$	___\$
TOTAL ESTIMATED COST (Add column C)				___\$

- **Unit Price: all-inclusive cost.**

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

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

1.2 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

1.3 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.

2. Basis of Selection – Highest Rated Within Budget

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required **minimum of 60 points** overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided **that the total evaluated price does not exceed the budget available for this requirement.**

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

1.1 Mandatory Technical Criteria

A negative response to any of the mandatory requirements will result in the disqualification of the bid without any other consideration.

Mandatory Requirements		Compliant /Non-compliant
M1	Bidder's Laboratory must be accredited by the Canadian Association for Laboratory Accreditation (CALA) to ISO 17025 Standards for the duration of the contract. Bidder must attach a copy of the certification (including the period of validity of the certification) with their bid.	
M2	Bidder's must demonstrate participation in the Northern Contaminants Program (NCP) inter laboratory quality assurance program in the last three year.	

1.2. Mandatory Financial Criteria

Mandatory Requirements	
M3	The Maximum funding available for the contract resulting from the bid solicitation is \$55,000.00 (Applicable Taxes extra). Bid valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

1.3 Point Rated Technical Criteria

Rated Criteria	Rating Scheme	Maximum Point
RC1 Detailed standard operating procedure for the entire method including a list of analytes which meets or exceeds the list in Annex A1. PCB and OC-analyses must be conducted according to accredited SOPs. Bidders must demonstrate methodology it intends to use to meet the requirement relevant to the attached statement of work.	10 points: The bid contains comprehensive detailed standard operating procedures, with accredited SOPs and list of requested analytes, to meet the requirements of the contract. A thorough assessment of the areas and challenges of technical problems is realistic. A thorough evaluation of the possible solutions to the challenges identified and problems have been mentioned which demonstrates a high probability	10 points

		<p>that the bidder performs the detailed work in the quote successfully.</p> <p>5 points: The bid proposed is acceptable, with minor weaknesses. It contains standard operating procedures, with accredited SOPs and list of requested analytes Adequate assessment of areas and challenges of technical problems are realistic. An adequate assessment of possible solutions to the challenges identified and the problems are realistic. There is a reasonable likelihood that the bidder will do the job properly.</p> <p>0 point: The bid is missing or does not meet the requirements of the Statement of Work. The bid provides little information on standards operating procedures. The plan does not present reasonable solutions to identified challenges or problems, or it conveys a lack of understanding of the requirements.</p>	
<p>RC2</p>	<p>Demonstrate the Contractor's experience in using Analytical methodology conforms to requirements communicated in the Statement of work (Annex A) i.e. Methodology is based on USEPA Methods 1668A and 1699 (Soxhlet or pressurized fluid extraction, lipid removal with gel permeation chromatography, and fractionation of the extract via solid phase chromatography on silica or Florisil columns; Gas chromatography-Mass spectrometry (GC-MS) using methods that employ high resolution MS analysis.</p> <p>The Bidder should clearly indicate the number of years of experience obtained in the last 7 years. Experience should be demonstrated by providing the following information:</p> <ol style="list-style-type: none"> I. The title of the project/work assignment II. The specific objectives of the project/work assignment 	<p>Five (5) points for every year of substantiated experience, up to a maximum of fifteen (15) points.</p>	<p>15 Points</p>

	III. For a completed project/work assignment: start and end dates of the project/work assignment (should provide month and year);														
RC3	Bidder must demonstrate previous participation in the Northern contaminants Program (NCP) interlaboratory insurance program in the last ten (10) years.	Two (2) points for each year of participation to the NCP, up to a maximum of ten (10) points.	10 Points												
RC4	Bidder's must demonstrate, by providing report of previous work (with the last 2 years) , low level detection limits for each analyte (must include evidence from analysis of actual tissues of fish or marine mammals from remote environments, or from blanks and low level standards), that the laboratory is able to achieve these detection limits	<p>15 Points Proposal clearly identifies the detection limits for each analyte in the various samples specified in the Statement of Work</p> <p>12 Points Proposal identifies the detection limits for each analyte in the various samples specified in the Statement of Work, but is missing one or two specificity for analyses</p> <p>7 Points Proposal identifies the detection limits for each analyte in the various samples specified in the Statement of Work, but is missing more than two specificities for analyses (7 pts)</p> <p>0 Points Proposal does not present details the detection limits for each analyte in the various samples specified in the Statement of Work</p>	15 Points												
RC5	<p>Bidder must demonstrate experience in analyzing the following biota samples:</p> <table border="1"> <thead> <tr> <th>Matrix</th> <th>Analysis</th> </tr> </thead> <tbody> <tr> <td>Marine mammal blubner</td> <td>Organochlorine (OC) Pesticides PCB PCN</td> </tr> <tr> <td>Fish Tissue (Char & lake trout muscle)</td> <td>Tissue extraction/GPC/%lipid</td> </tr> </tbody> </table>	Matrix	Analysis	Marine mammal blubner	Organochlorine (OC) Pesticides PCB PCN	Fish Tissue (Char & lake trout muscle)	Tissue extraction/GPC/%lipid	<p>Seven (7) points will be allocated per matrix. Points for experience will be allocated as follow:</p> <table border="1"> <thead> <tr> <th>Experience</th> <th>Scoring</th> </tr> </thead> <tbody> <tr> <td>Extensive experience (>= 2000 samples)</td> <td>7points per matrix</td> </tr> <tr> <td>Good experience (between 1000 and 2000 samples)</td> <td>4.5 points per matrix</td> </tr> </tbody> </table>	Experience	Scoring	Extensive experience (>= 2000 samples)	7points per matrix	Good experience (between 1000 and 2000 samples)	4.5 points per matrix	35 Points
Matrix	Analysis														
Marine mammal blubner	Organochlorine (OC) Pesticides PCB PCN														
Fish Tissue (Char & lake trout muscle)	Tissue extraction/GPC/%lipid														
Experience	Scoring														
Extensive experience (>= 2000 samples)	7points per matrix														
Good experience (between 1000 and 2000 samples)	4.5 points per matrix														

	Caribou Liver	Tissue extraction/GPC/%lipid	Some experience (Between 500 and 1000 samples)	3.5 point per matrix
	CRMs (NIST)	OC Pesticides PCB PCN		
	CRMs (NIST)	Tissue extraction/GPC/%lipid	Minimal experience (between 150 and 500 samples)	1.5point per matrix
	**only experience in analysis identify in the table will be considered for evaluation.		Poor experience (<=150 samples)	0 point

Bidder's must provide Quality assurance plan and demonstrate how they will meet or exceed quality assurance criteria outline in Annexe A, for the following criteria's:

RC6	The analyses must include the use of recovery standards in each sample and a performance standard to check sample volumes and instrument performance	<p>5 Points: Proposal clearly identifies the recovery standards in each sample and a performance standard to check sample volumes and instrument performance specified in the Statement of Work (5 pts)</p> <p>4 Points: Proposal identifies the recovery standards in each sample and a performance standard to check sample volumes and instrument performance specified in the Statement of Work, but is missing one or two specificity for analyses</p> <p>2 points: Proposal identifies the recovery standards in each sample and a performance standard to check sample volumes and instrument performance specified in the Statement of Work, but is missing more than two specificities for analyses.</p> <p>0 point: Proposal does not present details identifies the recovery standards in each sample and a performance standard to check sample volumes and instrument performance specified in the Statement of Work</p>	5 points
RC7	The analysis must include at least 1 blank (encompassing all reagents and all steps in	5 Points: The proposal clearly identifies the	5 Points

	<p>the procedure from extraction through vialing of cleaned up sample extracts) for every 20 samples.</p>	<p>use of blanks encompassing all reagents and all steps in the procedure, every 20 samples as specified in the Statement of Work</p> <p>4 Points: The proposal identifies the use of blanks encompassing all reagents as specified in the Statement of Work but is missing one or two specificity for analyses</p> <p>2 Points: The proposal identifies the use of blanks encompassing all reagents as specified in the Statement of Work but is missing more than two specificity for analyses</p> <p>0 Point Proposal does not present details on the use of blanks</p>	
<p>RC8</p>	<p>The analysis must include analysis of at least one certified reference tissue and one duplicate every 25 sample</p>	<p>5 points: The proposal clearly identifies the use of one certified reference tissue and one duplicate every 25 samples as specified in the Statement of Work</p> <p>Points: The proposal identifies the use of one certified reference tissue and one duplicate every 25 samples as specified in the Statement of Work but one or two specificity are missing</p> <p>2 Points: The proposal identifies the use of the use of one certified reference tissue and one duplicate every 25 samples as specified in the Statement of Work but is missing more than two specificity are missing</p> <p>0 Point: Proposal does not present details on the use of the use of certified reference tissue and duplicate samples</p>	

	TOTAL POINT	100
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PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

- 2.1 Attachment 1 to Part 5 – Supplier List Name
- 2.2 Attachment 2 to Part 5 – Former Public Servant

**ATTACHMENT 1 TO PART 5,
SUPPLIER LIST NAME**



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](#). / 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](#).

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. / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.¹

* Informations obligatoires / Mandatory Information

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

¹ **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.

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.

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



ATTACHMENT 2 TO PART 5, FORMER PUBLIC SERVANT

Contracts with 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 with FPS, bidders must provide the information required below.

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 Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signed

Date

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

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

Title: *(insert title at contract award)*

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Work

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

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010B *(2016.04.04)*, General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B are modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

For professional services requirements where the deliverables are copyrightable works:

At Section 19 Copyright

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.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to **March 31st, 2017** inclusive (

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marie-Christine Blais
Procurement Officer
Environment Climate Change Canada
Procurement and Contracting

Telephone: 514-496-1929
E-mail address: marie-christine.blasi@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

Technical Authority information will be included at contract award.

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

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

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 for the actual analysis carried out for a firm unit price as indicated in Annex B. Applicable Taxes are extra.

Total estimated cost: _____\$ *(insert the amount at contract award)*.

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

7.2 Limitation of Expenditure

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

8 Invoicing Instructions

8.1 Single Payment

- (a) The Contractor must submit an invoice at the end of the contract in accordance with the section entitled "Invoice Submission" of the general conditions.
- (b) Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
 - (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada;
 - (iii) the Work delivered has been accepted by Canada.

9. Certifications

9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a **condition** of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

11. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) Modified 2010B General Conditions - Professional Services (Medium Complexity)
(2016.04.04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (*insert date of bid*).

ANNEX A

STATEMENT OF WORK

Extraction and analysis of polychlorinated biphenyls and organochlorine pesticides in marine mammals and other Arctic biota samples for Environment and Climate Change Canada's Aquatic Contaminants Research Division

Background

Environment Climate and Change Canada's (ECCC) Aquatic Contaminants Research Division co-leads monitoring studies on persistent organic pollutants (POPs) in Arctic marine mammals, fish and caribou that are conducted under the Northern Contaminants Program. The datasets for the Arctic studies are large reflecting annual sampling at multiple locations and includes approximately 125 individual organohalogen compounds that are routinely analyzed. Time series for various contaminants are available which span up to 35 years providing unique insights into regional and global trends in pollution. The data have been important contributions to Canadian international activities such as the development of the Stockholm Convention on POPs. Concentrations of POPs in Arctic samples are generally very low due to the remoteness of the lakes and Arctic marine environments that the samples come from.

Mandate

The mandate is to provide extraction and analysis services of polychlorinated biphenyls (PCBs) and organochlorine pesticides (OCs) in marine mammals and other Arctic biota samples. The data will continue to provide unique insights into regional and global trends in pollution and contributions to Canadian international activities such as the development of the Stockholm Convention on POPs.

Scope of Work

The contractor must provide chemical analyses of the following biota samples:

	Matrix	Analysis	Preferred Instrumental analysis	# of Samples
1	Marine mammal blubber	Organochlorine (OC) Pesticides	HRMS	48
		PCBs	LRMS	48
		Polychlorinated naphthalene (PCNs)	HRMS	28
2	Fish tissue (char & lake trout muscle)	Tissue extraction/GPC/% lipid		50
3	Caribou liver	Tissue extraction/GPC/% lipid		43
4	CRMs (NIST)	OC Pesticides	HRMS	2
		PCBs	LRMS	2
		PCNs	HRMS	2
5	CRMs (NIST)	Tissue extraction/GPC/% lipid		5

Storage and return of samples

All samples must be kept at -20°C upon reception until analysis.

All unused samples must be stored at -20°C and returned frozen to ECCC.

After the completion of all GC-MS analyses the vialled extracts must be kept at 4°C and be provided to the Scientific Authority.

Methodology

Standard methodology for trace analysis of PCBs and organochlorine (OC) pesticides based on USEPA Method 1668A and 1699, respectively, must be employed.

Percent lipid must be determined in each sample.

Surrogate standards to be added to the extracts required for the non-PBDE flame retardants and chlorinated alkanes will be provided by ECCC.

GC-high resolution MS analysis must be used for OC pesticide and PCN analyses.

Analytes

OC pesticides, PCBs, and PCN congeners to be analyzed are listed in ANNEX « A1 ».

Detection limits

The Contractor must demonstrate low level detection limits for each analyte.

The Contractor must define the Method detection limit based on 3*SD of the blank where a response for a given analyte is present as well as an Estimated Detection Limit (EDL), based on the measured background noise for the target analyte.

Where an analyte is completely undetectable in the blank the instrument detection limit based 3*SD of the lowest external calibration standard or on the instrument signal to noise e.g. 3*S/N must be used. Anticipated detection limits assuming a 10 gram tissue sample are given in Tables 1A/B.

Quality assurance

The contractor must have in place a Quality Insurance plan covering the following:

Recovery standards consisting of selected individual PCB congeners or OC pesticides and PCN congeners that are known not to be in environmental samples, or 13C-mass labeled standards, must be added at the extraction step and their recovery must be reported. A performance standard must be added to the final vialled extract to correct for potential instrumental or solvent volume variation.

Recoveries for these standards must range between 60 and 120%. If outside this range the laboratory must demonstrate that the deviation was addressed either by repeating the analysis or by demonstrating statistically and with control charts that the result was an outlier.

The analysis must include at least 1 blank for every 20 samples. Blanks must be included in the per sample cost i.e. are not considered a sample.

The analysis must include analysis of at least one certified reference tissue sample (to be supplied by ECCC) with each batch of 25 samples.

Results of the analysis of the CRM must range between 70 and 130% of certified values. If outside this range the laboratory must demonstrate that the deviation was addressed either by repeating the analysis.

One duplicate sample analysis must be analyzed approximately every 30 samples as part of routine lab QA.

The Contractor must participate in the Northern Contaminants Program (NCP) interlaboratory quality assurance program and share results with ECCC.

Reports and Deliverables

The contractor must provide Data report in a spreadsheet (Excel sheets) on completion of sample analyses.

A narrative documenting any problems with the set of samples or data, including any corrective actions taken, resolutions, and explanation of any flagged data are to be reported.

Retention of data and informations

Laboratory raw data, chromatographs, and all relevant laboratory notes must be retained for a minimum period of 30 months following submission of samples.

This includes:

- raw data, chromatograms and area tables, for all instrument calibrations including linearity, resolution and sensitivity checks showing date and time of analysis, and evidence that all QA/QC specifications have been met
- raw data (lab worksheets, chromatograms and area tables) for all samples, including original and re-analyses, dilutions, etc.

ANNEX B

BASIS OF PAYMENT

(insert if applicable -to be completed at contract award)