



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada Heidi Noble Environment and Climate Change Canada 867 Lakeshore Road Burlington, Ontario L7S 1A1</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 Sorting, Identification, Enumeration and Verification of Benthic Invertebrate Samples from Great Lakes Areas of Concern</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000030982</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2017-07-26</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 2017-08-10</p>	<p>Time Zone – Fuseau horaire Eastern Daylight Time</p>	
	<p>F.O.B – F.A.B Not Applicable</p>		
	<p>Address Enquiries to - Adresser toutes questions à Heidi Noble heidi.noble@canada.ca</p>		
	<p>Telephone No. – N° de téléphone 905-319-6982</p>	<p>Fax No. – N° de Fax</p>	
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2018-03-31</p>		
	<p>Destination - of Services / Destination des services Ontario Region</p>		
	<p>Security / Sécurité There is no security requirement associated with this requirement.</p>		
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>			
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>		
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>			
<p>Signature</p>	<p>Date</p>		

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TITLE: Sorting, Identification, Enumeration and Verification of Benthic Invertebrate Samples from Great Lakes Areas of Concern

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the List of Mandatory Technical Criteria and Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment and the Schedule of Milestones.

2. Summary

- 2.1 Environment Canada has a requirement for scientific analysis as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award to March 31, 2018.
- 2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions [2003](#).
- 2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (2d):

Delete: In its entirety

Insert: "send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation,"

At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 08 Transmission by Facsimile, Subsection 08 (1):

Delete: In its entirety

Insert: "Bids may be submitted by facsimile if specified in the bid solicitation."

At Section 12 Rejection of Bid, Subsection 12 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 17 Joint Venture, Subsection 17 (1) b.:

Delete: "the Procurement Business Number of each member of the joint venture,"

Insert: "Deleted"

At Section 20 Further Information, Subsection 20 (2):

Delete: In its entirety

Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

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

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

5. Applicable Laws

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

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

6. Basis for Canada's Ownership of Intellectual Property

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

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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (2 hard copies)

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

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

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

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

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

Section I: Technical Bid

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

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

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

Section II: Financial Bid

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

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

1.3 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for the performance of the Work, as applicable:

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

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

1.1.1 Mandatory Technical Criteria

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

Mandatory Technical Criteria is included in Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

To be considered responsive, a bidder must obtain the required minimum 73.5 points of the overall 105 points for the evaluation of the Point Rated Technical Criteria.

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

Point Rated Technical Criteria is included in Attachment 1 to Part 4.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed \$42,000.00 applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change to pay such an amount.		

1.2.2 Evaluation of Price

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

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

Proposals will be evaluated out of 30 points

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

2. Basis of Selection

2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory financial criteria;

and

 - (c) obtain the required minimum points of 73.5 overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$35,000.00 (35).

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

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	85/90	65/90	75/90
Bid Evaluated Price	\$42,000.00	\$38,000.00	\$35,000.00
<u>Calculations</u>			
Technical Merit Score	$85/90 \times 70 = 66.11$	$65/90 \times 70 = 50.56$	$75/90 \times 70 = 58.33$
Pricing Score	$35/42 \times 30 = 25.00$	$35/38 \times 30 = 27.63$	$35/35 \times 30 = 30.00$
Combined Rating	91.11	78.19	88.33
Overall Rating	1 st	3 rd	2 nd

ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA POINT RATED TECHNICAL CRITERIA

Mandatory Technical Criteria

Mandatory Technical Criteria	
Evaluation Criteria	Met/Not Met
<ul style="list-style-type: none"> • M1: The Bidder must demonstrate in its proposal that it has successfully carried out two similar projects within the last five years. To be considered, the projects must: <ol style="list-style-type: none"> a) have been samples from Great Lakes areas of concern b) have included taxonomic identification to genus or species level. 	
<ul style="list-style-type: none"> • M2: The Bidder's proposed taxonomist must have the Society of Freshwater Science (SFS) genus level certification in Chironomidae (Group 3), and Oligochaeta (Group 4). http://www.sfstcp.com. Proof of the Certification must be provided with the bid. 	
<ul style="list-style-type: none"> • M3: The Bidder's proposed data entry resource must have the CABIN data entry module certification. http://canadianriversinstitute.com/training/cabin/. Proof of the Certification must be provided with the bid. 	

Point Rated Technical Criteria

Point Rated Technical Criteria	
Evaluation Criteria	Maximum Score
Expertise of the Bidder, with brief CV provided	
<p>R1: Bidders years of experience related to benthic invertebrate taxonomy of specimens from Great Lakes Areas of Concern, with CV provided, are identified.</p> <ul style="list-style-type: none"> >10 years (10 pts); 5-10 years (5 pts), <5 years (2.5 pts), not demonstrated based on CV (0 pts) 	10
<p>R2: Bidders years of experience related to genus or species level identification, with CV provided, are identified.</p> <ul style="list-style-type: none"> >10 years (10 pts); 5-10 years (5 pts), <5 years (2.5 pts), not demonstrated based on CV (0 pts) 	10
<p>R3: Bidders genus level certifications in the Society of Freshwater Science (SFS): General Arthropods (Group1- East Testing), EPT (Group 2- East Testing)</p> <ul style="list-style-type: none"> both certifications provided and not expired (5 pts); 1 of 2 certifications provided and not expired (2.5 pts), none provided or expired (0 pts) 	5
<p>R4: The two similar projects (M2) were on budget and on schedule. For each project the Bidder must provide the contact information for reference, who will be contacted for verification.</p> <ul style="list-style-type: none"> The two projects from M2 were both on schedule and on budget (5 pts); one was on schedule and budget (3 pts), neither were on schedule or budget (0 pts); contact name not provided (0 pts) 	5
<p>R5: Bidders recent training or participation in taxonomic workshops, and listed.</p> <ul style="list-style-type: none"> Recent (< 5 years) (5 pts); 5-10 years (2.5 pts), none provided or > 10 years (0 pts) 	5
Sub-total:	35
Qualification and Experience of the Proposed Team Members	
<p>R6: The proposed team members assigned to do the work, with brief CVs provided, demonstrate experience in:</p> <p>a) Sorting benthic invertebrate samples, including two recent reports on sorting efficiency</p> <ul style="list-style-type: none"> Two projects within the last 5 years listed (5 pts), 1 project provided (2.5 pts), none provided (0 pts) Two recent (< 5 years) sorting efficiency reports provided and acceptable to within CABIN standards (5 pts), 1 provided and acceptable (2.5 pts); none provided or not acceptable (0 pts) 	10
<p>b) Subsampling</p> <ul style="list-style-type: none"> Two projects within the last 5 years where a Marchant Box was used (5 pts), 1 project provided (2.5 pts), none provided (0 pts) 	5
<p>c) Identifying and enumerating benthic invertebrates</p>	

<ul style="list-style-type: none"> • <i>Two projects within the last 5 years listed (5 pts); 1 project provided (2.5 pts), none provided (0 pts).</i> • <i>Two projects with identifications to genus/species level (5 pts); 1 project (2.5 pts); none provided or higher than genus level identification (0 pts)</i> 	10
<p>d) Verifying benthic invertebrates including two recent reports on identification errors</p> <ul style="list-style-type: none"> • <i>Two projects within the last 5 years listed (5 pts), 1 project provided (2.5 pts), none provided (0 pts).</i> • <i>Two recent (< 5 years) identification error reports provided and acceptable to within CABIN standards (5 pts); 1 provided and acceptable (2.5 pts); none provided or not acceptable (0 pts)</i> 	10
<p>e) Creating reference collections</p> <ul style="list-style-type: none"> • <i>Two projects within the last 5 years listed (5 pts), 1 project provided (2.5 pts), none provided (0 pts).</i> 	5
<p>f) Data entry in web databases</p> <ul style="list-style-type: none"> • <i>Two taxonomic data entry projects within the last 5 years listed (5 pts); 1 project provided (2.5 pts), none provided (0 pts)</i> 	5
Sub-total:	45
Workplan and Methodology	
<p>R7: Detail and completeness of the Workplan</p> <ul style="list-style-type: none"> • <i>The approach is logical, well-defined and detailed. The proposal clearly identifies methods, the milestones, timelines and deliverables = 10 pts</i> • <i>The approach is logical and defined. The proposal identifies the methods, milestones, timelines, and deliverables = 5 pts</i> • <i>The proposal does not identify all the methods, milestones, timelines, and deliverables = 0 pts</i> 	10
Sub-total:	10
TOTAL SCORE	90

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the

Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

PWGSC SACC Manual clause [A3010T](#) (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. Certifications Required with the Bid

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

Society of Freshwater Science (SFS) genus level certification in Chironomidae (Group 3), and Oligochaeta (Group 4).

<http://www.sfstcp.com>

CABIN data entry module certification.

<http://canadianriversinstitute.com/training/cabin/>

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 add the title of the requirement)*

Title: *(insert only at contract award)*

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."

Canada to own Intellectual Property rights in Copyright

At Section 19 Copyright

Delete: In its entirety

Insert:

1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of

the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

At Section 19 Copyright

Delete: In its entirety

Insert: "Deleted"

3. Security Requirement

3.1 There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2018 inclusive.

5.0 Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Heidi Noble

Title: Procurement Officer

Environment and Climate Change Canada
Procurement and Contracting
Address: 867 Lakeshore Road, Burlington, Ontario, L7S 1A1
Telephone: 905-319-6982
Facsimile: 905-336-8907
E-mail address: heidi.noble@canada.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Technical Authority

The Technical Authority for the Contract is:

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

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

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

5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert the amount at contract award*). 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 Limitation of Expenditure

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

8. Invoicing Instructions

8.1 Milestone Payments

- 8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex C 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.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B General Conditions - Professional Services (Medium Complexity) (2016-04-04) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Schedule of Milestones
- (f) the Contractor's bid dated _____, *(insert date of bid - if the bid was clarified or amended, insert Other applicable insurance clauses are contained in Section 5-G of the PWGSC SACC Manual.*

12. Insurance

PWGSC SACC Manual clause [G1005C](#) (2016-01-28) Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract

ANNEX A STATEMENT OF WORK

Background:

As part of Environment and Climate Change Canada's (ECCC) Great Lakes Action Plan (GLAP), sediment quality assessments are conducted in Areas of Concern (AOC) and reference locations in the Great Lakes. One component of these assessments is the evaluation of benthic invertebrate metrics such as taxon composition and abundance. This information is required to determine current conditions, assess recovery and/or monitor effectiveness of remedial measures that support de-listing of the AOC.

Environment and Climate Change Canada's (ECCC) Canadian Aquatic Biomonitoring Network (CABIN) Program (<http://www.ec.gc.ca/rcba-cabin>) is a national program that promotes the collection of comparable data for water quality monitoring and assessment. Comparability of data among projects and across the country requires a level of standardization. The CABIN protocols specify a standardized method for benthic macroinvertebrate collection and sample processing, which includes taxonomic identification and enumeration.

With the existing demand for taxonomic services, consistency among taxonomic laboratories and resultant data provided to the national database for long-term monitoring and assessment is critical. ECCC is a supporter of the Society for Freshwater Science (SFS) Taxonomic Certification Program (<http://www.sfstcp.com>). The use of SFS certified taxonomists, as part of CABIN sample processing protocol, is one step towards ensuring high quality consistent taxonomic data.

The restoration of key areas that have been environmentally degraded, known as AOC form part of ECCC's GLAP. Sediment quality assessments that are conducted in AOC provide the necessary information to promote sediment management plans, provide baseline conditions in areas that are to be remediated and/or to assess recovery in remediated areas. These assessments involve the evaluation of the benthic invertebrate community metrics such as taxon richness and abundance. In 2017, ECCC will collect up to 115 benthic invertebrate samples from the St. Lawrence River (at Cornwall) AOC and from reference sites. The data will be used to assess conditions in the AOC to ultimately allow for reporting on health of benthic invertebrate communities and sediment quality in areas that were identified for monitored natural recovery.

Objectives:

To provide reliable, accurate, high-quality taxonomic identification of benthic invertebrates for up to 115 samples collected from the St. Lawrence River (at Cornwall) AOC and reference locations upstream of Cornwall in Lake St. Lawrence. Samples will be collected by ECCC in September 2017 using a mini-box corer (core tubes) or Ponar grab sampler.

Scope of Work:

The GLAP represents the federal commitment for "ensuring the sustainability of the Great Lakes Basin ecosystem and provides the funding to carry out these actions in order to implement the Canadian Federal Great Lakes Program and Canada's commitments under the [Canada-US Great Lakes Water Quality Agreement](#). This Work is required to meet the GLAP deliverables for 2017-2018.

The Work includes the sorting, identifying, enumerating and verifying of intact samples and must follow specific CABIN methods <http://www.ec.gc.ca/rcba-cabin/default.asp?lang=En&n=74876ADD-1>

An estimated number of sites/subsamples and type is provided below in Table 1 and the projected percentage of samples for each container type to be provided in Table 2. All samples will be provided by ECCC preserved in 70% ethanol.

The Contractor must ensure that a Quality Assurance/ Quality Control (QA/QC) program is in place to meet the project requirements. Laboratory QA/QC procedures/practices must be in place for sorting, identifying, enumerating and verifying components of the project as specified in CABIN <http://www.ec.gc.ca/rcba-cabin/default.asp?lang=En&n=74876ADD-1>

Benthic counts are to be entered on the CABIN website by a CABIN certified data entry technician. The online CABIN data entry module is required and proof of course completion must be provided. See details at <http://canadianriversinstitute.com/training/cabin>

Table 1. Estimated number of sites, subsamples and type.

Area	Max. # of sites	# sites sampled for QA/QC	Max # of samples	Mesh Size used for sieving (μm)
St. Lawrence River (at Cornwall) Area of Concern	14	2	90	250
Reference upstream of Cornwall	5		25	250
Total	19		115	-

Table 2. Projected percentage of samples for each container type for the study.

Container	10-mL Scintillation vial	100-mL pill jar	250-mL tub	500-mL tub
Percentage of samples	7%	34%	26%	33%

Detailed Outline of Work

Sample receiving

- Confirm receipt of samples from ECCC and verify samples received against the sample submission sheet. Both the container side and lid must be verified, as well as container type and quantity.
- Report any discrepancies immediately to the Technical Authority.

Sample processing and identification

- Wash, process samples using a sieve with mesh size no greater than 250 μ m.
- Fully sort samples provided in scintillation vials (10 mL) and 100 mL containers (pill jars). No sub-sampling allowed for these containers.
- Fully sort or subsample the samples provided in containers other than those in scintillation vials or 100-mL containers.
- Subsample using a Marchant Box only. Details (resource documents) are provided at: <http://www.ec.gc.ca/rcba-cabin/default.asp?lang=En&n=74876ADD-1>
- Identify, wherever possible, all organisms to the lowest taxonomic level or to as specified in CABIN Laboratory Methods: Processing, Taxonomy, and Quality Control of Benthic Macroinvertebrate Samples manual. Due to early instars and the condition of the organism, higher level identification (i.e. family) may only be possible and is acceptable.
- Use current published taxonomic references and nomenclature that conform to the Integrated Taxonomic Information System (ITIS), available on the US home page <http://www.itis.gov> or on the Canadian partner home page <http://www.cbif.gc.ca>
- Count and identify only aquatic benthic organisms. Pelagic taxa, such as cladocerans and terrestrial drop-ins, such as aphids, are not to be included in counts or identifications.

Quality Assurance and Quality Control

- Identify the planned QA/QC protocols for all aspects of the Work.
- Ensure that identifications and sorting efficiency meet the acceptance and/or approval of the Technical Authority based on the criteria stated in the CABIN Laboratory Methods: Processing, Taxonomy, and Quality Control of Benthic Macroinvertebrate Samples manual.
- Identify any discrepancies and the corrective measures taken to ensure CABIN criteria are met.

Sample return and shipping

- Return identified samples and reference collection to ECCC upon completion of the Work.
- Shipping costs for returning samples to ECCC or to send samples to sorters and/or taxonomists shall be built into the cost per sample. Any additional costs, including costs incurred to receive samples (i.e. travel to pick samples up, Canada-US border related costs) shall also be built into the cost per sample.
- ECCC will pay shipping costs for a courier to deliver samples to the address specified in the proposal.

Tasks and Deliverables

- Teleconference with the Technical Authority to confirm samples have been received, date received and sample condition on arrival within 3 days of sample receipt. Report any discrepancies to be addressed at this time.
- Sorting, identifying, enumerating and verifying up to 115 intact samples.

For each milestone:

- 1.1 Submit a report presenting results for each sample including, taxonomic identifications and counts per subsample in an MS Excel spreadsheet in adjoining columns. For ease of uploading to CABIN database, a bulk upload template excel file can be provided.
- 1.2 Report sorting efficiency results in a separate document or worksheet in MS Word or MS Excel and include any corrective measures taken.
- 1.3 Report taxonomic identification error rates in a separate document or worksheet in MS Word or MS Excel and include any corrective measures taken.
- 1.4 Upload benthic counts on CABIN website.
- 1.5 Provide one fully labelled preserved reference collection (labelled with ECCC site codes as well as internal company codes) prepared for long-term storage.
- 1.6 Provide a list of taxonomic references on which the identifications are based.

Deliverables	Date
Up to 90 Cornwall samples, data entry in CABIN, reference collection. The Work must pass CABIN requirements	March 1, 2018
Up to 25 upstream reference samples, data entry in CABIN, reference collection. The Work must pass CABIN requirements	March 15, 2018

**ANNEX C
SCHEDULE OF MILESTONES**

Schedule of Milestones – Contract Award to March 31, 2018		
Deliverables	Proposed Timeline	Percentage of Total Fee
<u>Milestone 1</u> : up to 90 Cornwall samples, data entry, reference collection	March 1, 2018	78 %
<u>Milestone 2</u> : up to 25 Reference samples upstream of Cornwall, data entry, reference collection	March 15, 2018	22%