



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À: Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Courier/Mail Submission: Environment Canada Queen Square Building 16th Floor Mail Room 45 Alderney Drive Dartmouth, NS B2Y 2N6</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUMISSION À: ENVIRONNEMENT CANADA 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>	Title – Titre Marine Water Quality Monitoring - Southwestern New Brunswick	
	EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000031974	
	Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2017-08-09	
	Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 2:00 P.M. on – le 2017-09-18	Time Zone – Fuseau horaire ADT
	F.O.B – F.A.B	
	Address Enquiries to - Adresser toutes questions à Carole Daigle	
	Telephone No. – N° de téléphone 902-426-0935	Fax No. – N° de Fax
	Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2017-03-31	
	Destination - of Services / Destination des services See Herein	
	Security / Sécurité Not Applicable for this Contract	
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur		
Telephone No. – N° de téléphone	Fax No. – N° de Fax	
Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	

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Marine Water Quality Monitoring - Southwestern New Brunswick

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security and Other Requirements includes specific requirements that must be addressed by bidders; and

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

The Attachments include Mandatory Technical Criteria and Point Rated Technical Criteria.

The Annexes include the Statement of Work (A); the Basis of Payment (B); the Federal Contractors Program for Employment Equity Certification (C); the Insurance Requirements (D); and the Non-Disclosure Certification (E)..

2. Summary

2.1 Environment Canada has a requirement for annual bacteriological water quality surveys of bivalve molluscan shellfish growing areas to evaluate if the harvest areas continue to meet the Canadian Shellfish Sanitation Program and the National Shellfish Sanitation Program classification standards. Surveys will be conducted in selected shellfish growing areas throughout southwestern New Brunswick, 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; with the option for four additional one-year option periods: April 1, 2018 to March 31, 2019; April 1, 2019 to March 31, 2020; April 1, 2020 to March 31, 2021; and April 1, 2021 to March 31, 2022.

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

2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

- 2.4 The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).
- 2.5 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (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"

1.1 PWGSC SACC Manual Clauses

A7035T (2007-05-25) List of Proposed Subcontractors

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 seven (7) 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 New Brunswick.

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

8. Basis for Canada's Ownership of Intellectual Property

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

statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information;

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 three (3) hard copies

Section II: Financial Bid one (1) hard copy

Section III: Certifications three (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 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.

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

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 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

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. Technical Evaluation - Experience

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

1.1 Technical Evaluation

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

1.2 Financial Evaluation

1.2.1 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:

The sum of: the totals of all Extended Prices (as per tables completed by the bidder in Annex B, Basis of Payment), for all periods, including all option periods.

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 technical evaluation criteria;
 - (c) obtain the required minimum number of points for each criterion and each group of criteria with a pass mark; and
 - (d) obtain the required minimum number of 210 points overall for the technical evaluation criteria which are subject to point rating. The rating scale has 300 points.
2. Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% 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 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ration of 40%.
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 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.

Example: The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3 rd	2nd

8. In the event of identical overall rating scores of 2 or more bidders, the bidder having the highest number of technical points will be recommended for contract award.

**ATTACHMENT 1 TO PART 4
MANDATORY AND TECHNICAL EVALUATION CRITERIA**

Mandatory Evaluation Criteria

1. Proposals **MUST** meet all of the following mandatory requirements. Proposals must be supported by proper and adequate detail, particularly where a mandatory item requires supporting evidence. Bidders not meeting all of these mandatory requirements will be deemed non-compliant and their point rated criteria will not be evaluated.

2. The mandatory evaluation criteria are:

ATTENTION BIDDERS: WRITE THE RELEVANT PAGE NUMBER (S) FROM YOUR PORPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW.

Mandatory Evaluation Criteria	Page	Met	Not Met	Evaluator's Comments
<p>M1. Lab has ISO 17025 certification with scope to perform fecal coliform analysis using A-1 culture medium in fifteen tube, three dilutions (5-5-5) method as per statement of work section 4.3.1</p> <p>(Proof of ISO 17025 Certification must be submitted with your bid. A photocopy of the document is acceptable).</p>				

Point-Rated Evaluation Criteria

1. In addition to meeting all of the mandatory requirements, the proposal will be evaluated and scored in accordance with specific evaluation criteria as detailed in this section.

2. When citing past projects as examples, details should include information such as:

- a. Project descriptions and overview of deliverables;
- b. Start and end time (month / year) of the project and specify actual time period (months, years) (if applicable) spent on the project;
- c. Role and responsibilities of your company within the project, including a description of the services provided to the client and type of deliverables; and
- d. Identify the client organization (provide references). Include the client contact name for which the work was directly performed and contact information. Note that contact information for any reference cited should include contact name, title and current telephone number, qualifications, relevant experience, and expertise of the proposed team member(s), including a summary/description of their past projects.

3. Personnel resumes used within the context of the proposal should provide detail regarding the contact information for any reference cited should include contact name, title, and current e-mail address and telephone number.
4. Note that in support of paragraphs 2 and 3 above, the evaluation team reserves the right to contact any reference provided to substantiate work experience outlined in the bid.
5. Bidders must achieve a minimum overall total score of 210 points for the technical rated criteria, and must also achieve the minimum score per evaluated criterion as indicated in the Point Rated Evaluation Criteria Table Below.
6. The point-rated evaluation criteria (next page) are:

ATTENTION BIDDERS: WRITE THE RELEVANT PAGE NUMBER (S) FROM YOUR PORPOSAL WHICH ADDRESSES THE ISSUE BESIDE THE CRITERIA BELOW. YOUR PROPOSAL MUST DEMONSTRATE THESE CRITERIA

Table 1. Point Rated Evaluation Criteria:

Point Rated Evaluation Criteria (max 300 points/ min 210 points overall)	Page	Max Value	Score	Evaluator's Comments
I- UNDERSTANDING OF MANDATE 180 points/ Min 126)				
a) Demonstrate understanding of scope & objectives (20 points / min 14)				
1. General background of CSSP and public health implications of shellfish contamination		6.0		
2. Environmental factors affecting survey delivery and data quality		8.0		
3. Importance for data quality of minimizing time delay between sampling & analysis		6.0		
b) Work plan feasibility, approach, schedule (115 points/ min 80.5)				
i) Field Work (80 points / min 56)				
1. Organization & coordination of field team(s) work		3.0		
2. Coordination of field and lab team (incl. communication plan & late sample arrival at lab)		1.0		
3. Flexibility of field crew to work after normal hours in response to changing conditions		5.0		
4. Contingency to reschedule lost sampling days without affecting entire schedule by domino effect		1.0		
5. Provides details on sampling approach & schedule (daily): <ul style="list-style-type: none"> - Approach is sound: good detail on sampling strategy, realistic estimate of how much area can be sampled daily, and assurance of sampling entire growing area sub-sector on same day (30 pts.) - Approach is sufficient: general indications of sampling strategy and realistic sampling effort per day (15 points) - Approach is not acceptable: lack of information on sampling strategy, unrealistic estimates of how much area can be sampled daily, no clear contingency to ensure entire sub-sectors can be sampled on same day (0 points) 		30.0		
6. Provides details on delivering samples to lab within prescribed 8 hour sampling requirement <ul style="list-style-type: none"> - Details on delivery within 6 hours of collection (40 points) - Details on delivery within 8 hours of collection (32 points) - Details on delivery beyond 8 hours of collection (0 pts) 		40.0		

Point Rated Evaluation Criteria (... Continued)	Page	Max Value	Score	Evaluator's Comments
ii) Lab Work (35 points / min 24.5)				
Lab should provide details on ability to process field samples as per item 2 below, on flexible schedule, and on customer priority basis				
1. Flexibility of lab to work after normal hours in response to unforeseen field delays		5.0		
2. Analysis of samples soon after reception by laboratory (10 points / min. 5 points)		10.0		
- Analysis within 2 hours of reception (10 points)				
- Analysis within 4 hours of reception (5 points)				
- Analysis beyond 4 hours after reception (0 pts)				
3. Planning media preparation & workload in anticipation of field sampling (communication)		17.0		
- Plan is sound: details given on ensuring that sufficient media, incubator space and staff available to process all scheduled samples soon upon reception (17 points)				
- Plan is sufficient: general explanation of laboratory strategy to ensure preparedness to analyse samples soon upon reception (8.5 points)				
- Plan is not acceptable: no clear indication of laboratory strategy to ensure preparedness to analyse samples soon upon reception (0 points)				
4. Contingency plans for equipment breakdown or interruption (e.g. loss of power) in order to reduce potential loss of sample integrity		3.0		
c) Recognition of direct & peripheral problems, sol's proposed (25pts /min 17.5)				
1. Provide contingency plan for personnel issues such as vacation, sick leave, termination of field personnel		5.0		
2. Identify potential field related problems and possible solutions				
i) Equipment problems (eg., outboard failure; flat tire, trailer wheel hub failure, ...)		5.0		
ii) Field conditions (eg., wind, tides, fog, lightning, traffic, delayed arrival at lab...)		5.0		
3. Provides types of lab related problems and possible solutions				
i) Equipment problems		4.0		
- eg., break down, power failure, circulator low water shut off				
ii) Media & Culture problems				
- eg., cultures 24h at 35°C due to circulator low water shut off (sol'n: re-inoculate positive tubes & reincubate at 44.5°C)		3.0		
- eg., media failure due to failed water quality test (sol'n: prepare media well ahead of time)		3.0		

Point Rated Evaluation Criteria (... Continued)	Page	Max Value	Score	Evaluator's Comments
d) Appropriate equipment for the task (20pts /min 14)				
1. Must provide details on sampling equipment (type & size of boat, outboard motors, etc)				
i) Boat(s) capable of sampling very shallow waters (near shore) yet of sufficient speed to meet the < 8 hour sampling requirement, and sufficiently sea worthy to occasionally sample during rough sea conditions.		15.0		
ii) Boat design allows one to safely take water samples from the bow area.		5.0		
II- STAFF EXPERIENCE AND STABILITY (60 points/ Min 42)				
i) Project manager (30 points / 21 min)				
1. Project manager education & qualifications				
- University degree (6 points)		6.0		
- University degree in sciene field with recognized knowelege of biology (4 point)		4.0		
- Experience coordinating & managing projects of comparable scope within the last five years (6 points)		6.0		
- Experience in supervising work teams within the last five years (5 points)		5.0		
- Experience superising work teams in the marine environment within the last five years (5 points)		5.0		
2. Length of time within the company or organisation		4.0		
- > 3 Years (4 points)				
- >2 - 3 Years (2 points)				
- 1 - 2 Years (1 point)				
- < 1 Year (0 points)				
ii) Field personnel capability (30 points / 21 min)				
1. Field leader (field technician) (25 points / 17.5 min)				
a) Qualifications & experience				
- Collegial diploma (or higher) (5.0 points)		5.0		
- Experience handling motor boats in the marine environment within the last 5 years		5.0		
- Experience in supervision of field teams within the last 5 years		5.0		
- Experience in material and sampling management within the last 5 years		5.0		
- Experience in water quality sampling within the last 5 years		3.0		
b) Length of time within the organisation		2.0		
- > 3 Years (2 points)				
- >2 - 3 Years (1 point)				
- 1 - 2 Years (0.5 points)				
- < 1 Year (0 points)				
2. Assistant technician (5 points / 3.5 min)		5.0		
- Experience in marine water quality sampling (5 points)				
- Experience of field work in the marine environment (3.5 points)				

Point Rated Evaluation Criteria (... Continued)	Page	Max Value	Score	Evaluator's Comments
III- COMPANY CAPABILITY & EXPERIENCE (50 points/ min 35 points)				
a) Company capability (30 points / 21 min)				
Provides examples of previous experience related to similar projects		30.0		
- Proven success completing two or more, similar large scope projects in marine water quality monitoring and analysis within the last 5 years (25 -30 points)				
- Demonstrated success completing at least one, similar large scope project in marine water quality monitoring and analysis within the last 5 years (21 - 24 points)				
- Limited directly related projects (21 points)				
- No directly related projects (0 points)				
b) Company stability (years in business) (10 points / 7 min).		10.0		
- 1 - 5 Years (Two points per year)				
- < 1 Year (0 points)				
c) Adequacy of team (10 points / 7 min)				
1. Provides assurance of planned field team personnel availability		5.0		
2. Provides details on field personnel back-up capability		5.0		
IV- ENVIRONMENTAL QUALITY OF OPERATION (10 points/ 7 min)				
1. Company has environmental policy statement		2.0		
2. Use of eco-friendly practices & products such as:		8.0		
- Use of high test gasoline in vehicles & outboard motors				
- Four cycle outboards or 2 stroke equivalent re 5 star environmental performance (i.e., California)				
- Waste reduction practices				
- Use of energy efficient lighting				
(Scoring of 2 points per significant category, to max. of 8 points)				

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Former Public Service

Bidders must submit the following duly completed certifications precedent to contract award, (may be submitted with bid submission): Former Public Servant Certification – See pages 6-8.

2.2 Education and Experience

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

PART 6 – SECURITY AND OTHER REQUIREMENTS

1.0 Security Requirement

1.1 There is no security requirement applicable to this Contract.

2.0. Insurance Requirements

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

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

PART 7 - RESULTING CONTRACT

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

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B 2016-04-04, General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers' Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

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

A. For professional services requirements where the deliverables are copyrightable works:

At Section 19 Copyright

Delete: In its entirety

Insert: 1. In this section:

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

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

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

2.2 Non-Disclosure Agreement

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

3. Security Requirement

3.1 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.

4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Carole Daigle
Procurement Officer
Environment Canada
Procurement and Contracting
45 Alderney Drive
Dartmouth, Nova Scotia
B2Y 2N6
Phone: 902-426-0935
E-mail address: carole.daigle@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: (to be provided upon Contract Award)

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

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

7.2 Limitation of Expenditure

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

8. Invoicing Instructions

8.1 Single Payment

- 8.1.1 The Contractor must submit invoices quarterly in accordance with the section entitled "Invoice Submission" of the general conditions.
- 8.1.2 Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

9. Certifications

9.1 Compliance

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

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

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

10. Applicable Laws

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

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, Federal Contractors Program for Employment Equity - Certification;
- (f) Annex D, Insurance Requirements;
- (g) Annex E, Non-Disclosure Certification;
- (h) the Contractor's bid dated (*to be determined*)

12. Insurance Requirements – Specific requirement

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

**ANNEX A
STATEMENT OF WORK**

**Marine Water Quality Monitoring Atlantic Region
Annual Sampling Requirement for
Southwestern New Brunswick**

SW01 Introduction:

The Canadian Shellfish Sanitation Program (CSSP) has the primary objective of protecting public health from the consumption of contaminated bivalve molluscan shellfish by controlling harvesting of shellfish in Canada. It is the first point of sanitary control. Under the CSSP, commercially harvested shellfish growing areas require annual review of sanitary conditions and bacteriological water quality sampling at key monitoring stations. A minimum of five water samples must be collected at each station (each year).

Public health protection is required due to the filter-feeding mechanism of bivalve molluscs (clams, oysters, mussels, etc.) which can concentrate in their meats, potentially pathogenic bacteria and viruses found in growing waters polluted by fecal matter of human or animal origin. Many consumers prefer to eat shellfish that are partially cooked, such as steamed clams, or raw, as in the case of oysters. Thus, elevated concentrations of live and potentially harmful microorganisms may be ingested.

A bilateral Memorandum of Understanding between Canada and the United States of America on sanitary control of shellfish was signed in 1948 to ensure wholesomeness of shellfish harvested in both countries. In support of the Agreement, the CSSP Manual of Operations currently requires all classified shellfish harvesting areas to be surveyed annually for water quality. This shellfish growing area survey and classification work is the responsibility of Environment Canada's Marine Water Quality Monitoring Section.

SW02 Objective:

To carry out annual bacteriological water quality surveys of bivalve molluscan shellfish growing areas in order to evaluate whether the classified harvest areas continue to meet the Canadian Shellfish Sanitation Program (CSSP) and (American) National Shellfish Sanitation Program [NSSP] classification standards. This requirement requires surveying in selected shellfish growing areas throughout southwestern New Brunswick from Little Lepreau Basin to the St Croix River, including Deer, Campobello & Grand Manan Islands.

The initial proposed period of work for Southwestern New Brunswick would be from date of contract award to March 31, 2018. Environment Canada (EC) may extend and expand the mandate of this requirement for an extra four years (April 1st 2018 to March 31st, 2019, April 1st 2019 to March 31st, 2020, April 1st 2020 to March 31st, 2021, April 1st 2021 to March 31st, 2022).

During the initial 2017 survey period, samples are to be collected at 324 distinct monitoring sites on two (2) occasions (one sample per station per sampling run) in twenty-one (19) shellfish growing area sub-sectors, and on three (3) occasions in two (2) sub-sectors. During each subsequent survey season (i.e., 2018 & 2019, 2020 & 2021), samples are to be collected at 324 distinct monitoring sites on five (5) occasions (one sample per station per sampling run)

in twenty-one (21) shellfish growing area sub-sectors principally from May to November (Appendix 1).

Locations and geographic coordinates of the shellfish growing area sample sites are provided as Appendices 2 and 3. Additional sampling runs could be added, in consultation with the contractor, to the initial sampling plan if required in order to respond to evolving program needs. Collection, analysis and submission of all water quality data are to be completed and provided to EC by February 28th each year.

SW03 Water Quality Sampling:

The 2017 deliverables will include approximately 1625 water quality samples from twenty-one (21) shellfish growing areas as outlined in Appendix 1. This mandate may be expanded for four additional years (2018, 2019, 2020 and 2021).

The contractor must provide all equipment and materials to conduct the work. A detailed list of the equipment provided must be included in the contractor's proposal. It is anticipated that the water quality sampling contractor will need to be on the water 1 - 3 hours per sampling day.

Shellfish subsector designations and the number of water quality stations to sample are presented in Appendix 1. Maps showing shellfish subsector boundaries and sampling station locations are provided as Appendix 2. The geographic coordinates of sampling stations are provided as Appendix 3. These subsectors will be the focus of detailed classification and must be sampled principally from May to November each year of the contract, according to a survey schedule established in consultation with the Technical Authority. Subsectors are not to be subdivided in any way. The laboratory capacity is to be adequate to analyze all samples collected on any given day.

If additional sampling runs are to be added to the present plan, the Technical Authority will submit to the EC Contracting Authority a document detailing the supplementary sampling required. Upon its receipt from the EC Contracting Authority, the contractor will submit a confirmation of capability and cost to the EC Contracting Authority for the additional sampling runs.

SW04 Water Sampling Procedure:

Water samples will be collected at the surface (20 cm) at each station according to strict EC sampling protocols (see Appendix 4). Water samples are to be collected and analyzed preferably within an eight hour period. If an extension to the eight hour sampling time period is anticipated, the contractor is required to obtain approval from the Project Authority prior to the sampling run. Sample holding times are a critical quality control point. Under all circumstances, sample analysis is to be performed as soon as possible after samples are received at the laboratory. At no time shall the holding time exceed 30 hours.

The shellfish areas will be sampled according to a randomly selected pre-determined schedule (weather permitting). A consistent method of dealing with variations to the sampling schedule will be carried out as detailed in the contractor's proposal. Utilizing a randomized schedule will make it possible to encounter various hydrological, meteorological, or land-use conditions.

Moreover, a 2-3 week minimum period should be respected between each sampling run in a same area, unless specifically authorized or requested by the Project Authority. A shorter period will be allowed in 2017 should delays in the contract award process cause the 2017 sampling season to start late.

Sample station location maps will be provided by EC and all stations must be verified utilising a Global Positioning System (GPS) and relevant visual reference points. The coordinate systems shall be Lat/Long (WGS-084) (in decimal degree) The contractor is required to validate the correct position of each sampling station utilizing a GPS device during every sampling run in each survey area. Changes to locations of sampling stations will be authorized only in consultation with the Technical Authority.

For verification purposes, all sampling runs must be tracked by GPS, and each sample station tagged (with a corresponding waypoint clearly labelled) at the time of sampling. The sampling run data track must be subsequently downloaded to a computer and the points sampled compared for precision against an electronic map (or database) of pre-established sampling station locations. Any position variances greater than 10 metres are to be reported to the Technical Authority before the next scheduled sampling run.

A field log book must be used to record field observations and information relative to each sampling run as per the EC Sampling Protocol (Appendix 4). All field log books must be kept and provided to Environment Canada at the end of each sampling season.

Bacteriological analysis results and any other information obtained from the surveys are confidential and remain the property of Environment Canada.

SW05 Survey Procedure Evaluation:

Sampling quality control will be conducted by Environment Canada. Training and “onboard” field audits of water quality sampling activities will be scheduled in consultation with the contractor. The CSSP Evaluation Report of Field Activity is included in Appendix 5 and Environment Canada reserves the right to add other control points as required.

SW06 Deliverables:

The work includes the following specific deliverables:

- collection of marine water samples ;
- bacteriological analyses of water samples for fecal coliform bacteria by an ISO/ IEC 17025 Accredited Laboratory ; utilizing the Fecal Coliform Direct Test, A-1 Medium for fecal coliforms (Reference methods can be found in : Standard Methods for the Examination of Water and Wastewater, APHA, 2012, 22nd Ed. Section 9221 E, 2);
- measurement of various physical and meteorological factors ;
- inscribe survey data and analytical results onto laboratory data sheets (supplied by Environment Canada) and also enter this information each week into the Environment Canada CSSP Water Quality Input Tool application (supplied by EC). Copies of laboratory data sheets are also to be provided to Environment Canada each week,

- verification of sampling station position accuracy by plotting GPS datatracks from each sampling run onto an electronic station map (or station database) and by reporting any significant variance in position (i.e., > 10m).

SW07 Deliverable Timelines:

Product	Deadline 2017	Deadline 2018	Deadline 2019	Deadline 2020	Deadline 2021
Annual sampling plan	Within 1 week of Contract Award	Mid-April 2018	Mid-April 2019	Mid-April 2020	Mid-April 2021
Laboratory results data sheets of individual sampling runs	Weekly	Weekly	Weekly	Weekly	Weekly
Data entry into CSSP Webtools database	Weekly	Weekly	Weekly	Weekly	Weekly
Comment period ends	February 15, 2018	February 15, 2019	February 15, 2020	February 15, 2021	February 15, 2022
Final verified data	February 28, 2018	February 28, 2019	February 28, 2020	February 28, 2021	February 28, 2022

SW08 Communication:

Environment Canada will require that only one person (project manager) from the working team be responsible for communication with the EC Technical Authority.

Project monitoring will be ensured through periodic meetings or conference-calls at which time work progress will be presented: before work begins, during the sampling period, and upon completion of the field work. Other meetings or conference-calls may be added as the project progresses.

All the meetings will be held in English or French and all the written reports must be presented in English. Report format will be determined later.

SW09 Working Team:

The members of the working team (i.e. project manager, lab director and field leader) proposed by the contractor are expected to remain in their positions for the whole term of the contract. Any change in the aforementioned team members must be approved by the EC Contracting Authority and Technical Authority. All modifications in the team composition must also be approved by the EC Contracting Authority.

SW10 Health and Safety:

For safety reasons, EC requires that each boat have 2 properly trained crew members onboard at all times during surveys: a chief operator and a sampler. All chief boat operators must be licensed for and be familiar with small craft operation in coastal waters. They must also be proficient in reading marine charts, radio operation, Atlantic coast weather report interpretation and routine boat/motor maintenance. In the event of mechanical break-downs, the chief operator must be prepared to expedite repairs or acquire a replacement boat so that sampling will proceed uninterrupted. The sampler must also be familiar with the above procedures in the event that the operator is not capable of performing them. All boat operators must meet Transport Canada regulations that pertain to the activity and class of vessel utilized to conduct the work. Proof of boat operator certification will be provided to EC Contracting Authority upon Contract Award, prior to the commencement of sampling.

While conducting this work on behalf of EC, the contractor and employees will respect the “rules of the road” as applied to appropriate boating behavior. This includes speed restrictions in harbours and in the vicinity of Aquaculture sites and other floating operations. Common sense must be applied to the behavior carried out by the sampling crews while conducting work on behalf of Environment Canada.

It is to be anticipated that unfavourable weather conditions will be encountered periodically during the course of conducting surveys. The decision to suspend a sampling run, due to dangerous weather conditions or any other potentially hazardous condition lies completely with the contractor and the chief boat operator. If a sampling run is rescheduled due to inclement weather or unforeseen mechanical difficulties, this decision should be communicated to the Technical Authority as soon as possible.

Past experience of EC field staff conducting sampling in northeastern New Brunswick would suggest the sampling conditions (extent of survey area, influence of tide & wind, and the need to navigate in very shallow nearshore waters) favours the use of a shallow draught 4.3 metres (14ft) to 6.1 metres (19ft) runabout or rigid hull inflatable watercraft equipped with a 50 to 90-HP motor. Deep-V cruisers are not suitable for this type of work as most sample sites are located in the intertidal zone. All boats are to be capable of being trailered with vehicles provided by the contractor. The craft used must be fitted with all equipment required by Canadian Laws, according to its class and commercial use.

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

Marine safety information can be found on the following Government of Canada Internet sites:

1. *Canada Shipping Act, 2001* (S.C. 2001, c. 26) - <http://lois-laws.justice.gc.ca/eng/acts/C-10.15/>
2. *Small Vessel Regulations* (SOR/2010-91) - <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2010-91/>
3. Vessel Registration Office - <http://www.tc.gc.ca/eng/marinesafety/oep-vesselreg-menu-728.htm>
4. General information on the equipment and water safety for small vessels -

<http://www.tc.gc.ca/eng/marinesafety/debs-small-vessels-menu-2258.htm>

5. General information on small vessels: <http://www.tc.gc.ca/marinesafety/menu.htm>
6. Small Commercial Vessel Safety Guide - TP 14070 E (2010) - <http://www.tc.gc.ca/eng/marinesafety/tp-tp14070-menu-1648.htm>
7. Small vessel monitoring and inspection program - <http://www.tc.gc.ca/eng/marinesafety/debs-small-vessels-inspection-309.htm>
8. Small Vessel Compliance Program (SVCP) - <http://www.tc.gc.ca/eng/marinesafety/svcp-menu-3633.htm>

SW11 Laboratory Analysis Requirements:

Water quality samples must be processed in an ISO/ IEC 17025:2005 accredited laboratory. The contractor shall demonstrate in the proposal submission which laboratory facility will be used and provide copies of relevant laboratory accreditation certificates. For laboratories awaiting their accreditation certificates, the contractor will provide proof of accreditation inspection and a written letter from the accrediting body confirming that certificates will be issued before contract award date.

The following web sites could be consulted as references: Standards Council of Canada <http://www.scc.ca/> and Canadian Association for Laboratory Accreditation-CALA (<http://www.cala.ca/>).

The contractor will be responsible for paying all costs associated with the water sample collection, transportation, and analysis.

SW12 Laboratory Analysis Requirements/Laboratory Location:

Water samples should be collected and analyzed within an eight hour period. Sample analysis should be performed as soon as possible after samples are received at the laboratory. This is an important requirement. At no time shall the holding time exceed 30 hours. The geographical location of the laboratory and/or the transportation of the samples must allow for the above timelines to be met or exceeded.

The laboratory water supply must meet Canadian drinking water standards (CDWS). To meet this requirement, the contractor must provide proof that the supplied water meets the CDWS. In addition, the contractor must provide the Technical Authority with a report of chemical analyses of the reagent grade water at the discharge outlet of the laboratory's water purification / treatment system, one month after the start of the field sampling work; in each year of the contract. The chemical analysis must be conducted by an accredited laboratory for trace dissolved metals (specifically chromium, cadmium, copper, nickel lead and zinc), and heavy metals.

Reagent grade water must also be tested routinely for chlorine, conductivity, pH and heterotrophic plate count.

SW13 Laboratory Space and Equipment:

The contractor must provide sufficient laboratory space and necessary equipment to carry out the present requirement. All laboratory facilities and equipment must meet requirements as per ISO/IEC 17025:2005 Standards.

Supplies, material and personal protective equipment necessary for sampling and bacteriological analysis will be provided by the contractor.

SW14 Laboratory Evaluation/Audit:

Laboratory evaluations will be carried out by Environment Canada or ISO/ IEC 17025 auditors (as appropriate) at least once a year. Additional control points and/ or inspections can be added by Environment Canada, if deemed necessary.

SW15 Disposal of Waste and Biohazardous Material:

When disposing of used or unused culture media and contaminated laboratory materials the contractor must ensure all waste is sterilized / neutralized and confined (bagged/ boxed) before disposing according to local waste disposal regulations. The contractor should use environmentally safe and recyclable products where possible.

SW16 Methodology:

The conventional bacteriological analysis method of fifteen fermentation tubes with three dilutions (5-5-5), using A-1 culture medium, will be employed (APHA, 2012, 22nd Ed. Standard Methods for the Examination of Water and Wastewater Section 9221 E, 2. Thermotolerant (fecal) Coliform Direct Test (A-1 Medium) p. 9-74 to 9-75). The indicator to be measured is the most probable number (MPN) thermotolerant (fecal) coliform level per 100 mL of sample water.

SW17 Quality Assurance Program:

Laboratories must be accredited to ISO/IEC 17025:2005 by an accreditation body that is itself recognized by the International Laboratory Accreditation Cooperation (ILAC) under ISO/ IEC 17011:2004. The ISO/ IEC 17025:2005 standard requires laboratories to implement and maintain a Laboratory Quality Assurance Program. Participation in an acceptable external proficiency testing program is mandatory and results must be provided to the EC Technical Authority for review.

SW18 Data compilation and survey reports:

18.1 Sampling Plan

An annual sampling plan on field and laboratory activities must be provided to the Technical Authority at least 1 week prior to the commencement of each field season. If, for reasons beyond the control of the field team, the survey area scheduled to be sampled cannot be carried

out as planned, a notice of this situation must be given to the Technical Authority by telephone on the same day.

In addition, the contractor must provide a list of georeferenced launching sites to be used for sampling each subsector.

18.2 Report and Data Entry:

The laboratory bacteriological results sheets for each sampling run will be provided to the Project Authority weekly by E-mail (scan), fax or in person. This laboratory information, together with any supporting field notes, must be entered into EC's data management system (CSSP Webtool application) weekly. Environment Canada will provide this application to the contractor to use exclusively for the purpose of the contract. Environment Canada will retain all rights, ownership and exclusive control of this application.

SW19 Modification of Sampling Subsectors:

Environment Canada reserves the right to modify the sampling of certain subsectors and to redistribute the work to other subsectors to be done in the same area while respecting the sampling schedule and the need to prevent any additional cost.

Should additional sampling surveys be added to the planned schedule, each additional sample will be paid in accordance with the contract's Basis of Payment.

Environment Canada reserves the right to reduce the number of samples in a given sampling plan during the course of the mandate. This may occur if the allocated financial resources of the program are reduced. The total cost of the contract will be reduced accordingly.

SW20 Bibliographical references:

- Standard Methods for the Examination of Water and Wastewater, APHA, 2012, 22nd Ed. Canadian Shellfish Sanitation Program, Manual of Operations, Government of Canada, 2017. <http://www.inspection.gc.ca/food/fish-and-seafood/manuals/canadian-shellfish-sanitation-program/eng/1351609988326/1351610579883>
- Manuel des opérations du Programme canadien de contrôle de la salubrité des mollusques, Gouvernement du Canada, 2017. <http://www.inspection.gc.ca/food/fish-and-seafood/manuals/canadian-shellfish-sanitation-program/eng/1351609988326/1351610579883>

**ANNEX B
BASIS OF PAYMENT**

All Basis of Payment Tables (below) must be Completed by Bidder (excluding custom duties and taxes):

1.	For the period from the date of the contract to 31 March 2018	Extended Price (sample rate x estimated number of samples)
	\$_____per water sample (sampled, analyzed and reported) for an estimated 940 samples	\$_____
	Total Estimated Cost: Contract award date to 31 March 2018	\$_____

2.	Option Period 1: For the period from 1 April 2018 to 31 March 2019	Extended Price (sample rate x estimated number of samples)
	\$_____per water sample (sampled, analyzed and reported) for an estimated 1630 samples	\$_____
	Total Estimated Cost: 1 April 2018 to 31 March 2019	\$_____

3.	Option Period 2: For the period from 1 April 2019 to 31 March 2020	Extended Price (sample rate x estimated number of samples)
	\$_____per water sample (sampled, analyzed and reported) for an estimated 1630 samples	\$_____
	Total Estimated Cost: 1 April 2019 to 31 March 2020	\$_____

4.	Option Period 3: For the period from 1 April 2020 to 31 March 2021	Extended Price (sample rate x estimated number of samples)
	\$ _____ per water sample (sampled, analyzed and reported) for an estimated 1630 samples	\$ _____
	Total Estimated Cost: 1 April 2020 to 31 March 2021	\$ _____

5.	Option Period 4: For the period from 1 April 2021 to 31 March 2022	Extended Price (sample rate x estimated number of samples)
	\$ _____ per water sample (sampled, analyzed and reported) for an estimated 1630 samples	\$ _____
	Total Estimated Cost: 1 April 2021 to 31 March 2022	\$ _____
Total Estimated Contract Value (Table 1 + 2 + 3 + 4 + 5) = \$ _____		

The number of samples is an estimate provided in good faith based on historical records and does not commit Canada to using this amount.

Contractors must include all costs in their Financial Proposal. The per sample rates quoted in the bid tables above are inclusive of all fees and expensive (before applicable taxes) .

ANNEX C

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

() B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX D INSURANCE REQUIREMENTS

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Environment Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.

- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation

Marine Liability Insurance

1. The Contractor must obtain Protection & Indemnity (P&I) insurance that must include excess collision liability and pollution liability. The insurance must be placed with a member of the International Group of Protection and Indemnity Associations or with a fixed market in an amount of not less than the limits determined by the [Marine Liability Act](#), S.C. 2001, c. 6. Coverage must include crew liability, if it is not covered by Worker's Compensation as detailed in paragraph (2.) below.
2. The Contractor must obtain Worker's Compensation insurance covering all employees engaged in the Work in accordance with the statutory requirements of the Territory or Province or state of nationality, domicile, employment, having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board, as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment must be paid by the Contractor at its sole cost.
3. The Protection and Indemnity insurance policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Environment Canada.
 - b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment Canada for any and all loss of or damage to the watercraft however caused.
 - c. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.
 - d. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - e. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

**ANNEX E
NON-DISCLOSURE CERTIFICATION**

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

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

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

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: _____

Signature

Date