



<p><b>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</b></p> <p>shawn.davis@canada.ca</p> <p><b>BID SOLICITATION DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À: ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Sampling of Septic-impacted Groundwater</p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000030029</p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2017-08-07</p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at – à 3:00 P.M. on – le 2017-08-25</p>	<p><b>Time Zone – Fuseau horaire</b> EDT</p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Shawn Davis shawn.davis@canada.ca</p>	
	<p><b>Telephone No. – N° de téléphone</b> 819-938-3814</p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Destination - of Services / Destination des services</b> 867 Lakeshore Road, Burlington, Ontario L7S 1A1</p>	
	<p><b>Security / Sécurité</b> There is a security requirement associated with this requirement.</p>	
	<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>	
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	



## **TABLE OF CONTENTS**

### **PART 1 – INFORMATION**

1. Security Requirement
2. Statement of Work
3. Debriefings

### **PART 2 – BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former public servants – Competitive Bid
4. Enquiries – Bid Solicitation
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual Property

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

1. Bid Preparation Instructions

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 – CERTIFICATIONS**

1. Certifications Required Precedent to Contract Award

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Statement of Work
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents

#### **List of Annexes:**

- Annex A Statement of Work  
Annex B Basis of Payment



## PART 1 – GENERAL INFORMATION

### 1. Security Requirement

*Not Applicable*

### 2. Statement of Work

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

### 3. Debriefings

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

## PART 2 – BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the PWGSC [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** In its entirety

**Insert:** “send its bid only to Environment Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”



**At Section 07 Delayed Bids:**

**Delete:** "PWGSC"

**Insert:** "Environment Canada"

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

**Delete:** In its entirety

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

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

**Delete:** In their entirety

**Insert:** "Deleted"

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

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

**Insert:** "Deleted"

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

**Delete:** In its entirety

**Insert:** "Deleted"

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

**Delete:** "sixty (60) days"

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

**2. Submission of Bids**

**2.1** Bids must be sent directly to the Contracting Authority.

Bids must be sent to the following address, by the time and date indicated below:

**shawn.davis@canada.ca**

**at – à 3:00 P.M.**

**on – le August 25, 2017**

**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 5 days calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## **5. Applicable Laws**

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



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

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

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

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

## **PART 3 – BID PREPARATION INSTRUCTIONS**

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

Canada requests that bidders provide their bid in separate attachments sections as follows:

Section I:      Technical Bid (electronic copy)

Section II:     Financial Bid (electronic copy)

Section III:    Certifications (electronic copy)

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

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

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

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

2. Proposals should be concise and should address, but not necessarily be limited to, the Statement of Work and Evaluation Criteria. It is suggested that these criteria be addressed in sufficient depth in the proposals. Simply repeating the statements contained in the Statement of Work is not sufficient; the proposals must explain and demonstrate the bidder's knowledge on issues relevant to the study, that the work requirements have been understood, how they will be carried out and any proposed changes. The proposal must include a detailed schedule with a breakdown showing time allocated for specific tasks as well as the resources assigned to each task.

To be awarded points, a project description must contain at a minimum the following information:

- Project title, client name and industry sector;
- Planned and actual dollar values;





- Planned start and finish dates;
- Nature of services provided for the project or study, methodologies and approaches employed;
- Project team members involved and their roles;
- Summary of the project; and
- Name of contact who may be contacted as a reference.

The proposal should describe in sufficient detail the technical qualifications and relevant experience of the contractor and key professional staff and sources of reference data/information.

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

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

### **Section II: Financial Bid**

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.

#### **1.1 Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for *each task* 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.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes 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**

1. **Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.



## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

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

The proposals submitted will be evaluated in accordance with the following criteria: personnel and expertise, understanding, strategy and methodology, quality of the proposal and best value for the Crown.

If no acceptable bids are received, Environment Canada reserves the right to not award this contract.

#### **1.2 Technical Evaluation**

##### **1.2.1 Mandatory Technical Criteria**

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

	<b>Mandatory Criteria</b>	<b>Met/Not Met</b>
<b>M1</b>	At least one team member must have a degree in engineering, environmental science or Earth Science. The crown reserves the right to request proof prior to contract award.	



### 1.2.2 Point Rated Technical Criteria

The criteria contained herein will be used to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. The assessment will be based solely on the information contained within the proposal. Environment Canada may confirm information or seek clarification from bidders.

Only those proposals which are responsive (compliant) with all of the mandatory criteria will be evaluated under the Point Rated Technical Criteria.

Proposals MUST achieve the minimum overall score in the rated criteria; proposals not meeting the minimum required score on the rated criteria will be deemed non-compliant and be given no further consideration.

	Rated Criteria	Maximum Score	Score
<b>1. UNDERSTANDING OF THE REQUEST FOR PROPOSAL (MAX. 6 POINTS) MINIMUM REQUIRED: 4 POINTS</b>	<b>R1. Does the proposal indicate a clear and logical understanding of the Objectives and the Statement of Work?</b>	<b>Max. 6 points</b>	
	Proposal indicates a full and logical understanding of the Objectives and Statement of Work	6	
	Proposal indicates that some components of the Objectives and Statement of Work are not understood, or is incomplete and vague with respect to some components	4	
	Proposal indicates a very limited understanding of the Objectives and Statement of Work	2	
	Proposal indicates a general or complete lack of understanding of the Objectives and Statement of Work	0	



<p><b>2. DEMONSTRATION OF TECHNICAL ABILITIES (MAX. 18 POINTS)</b> <b>MINIMUM REQUIRED: 12 POINTS</b></p>	<p><b>R2. Does the proposal indicate expertise related to work required?</b></p> <p><b>a) Identification of requirements for installing sampling arrays to collect groundwater:</b></p> <p>Contractor demonstrates extensive expertise in installing sampling arrays to collect groundwater for investigation of contaminant plumes</p> <p>Contractor demonstrates some expertise in installing sampling arrays to collect groundwater for investigation of contaminant plumes</p> <p>Contractor demonstrates very limited expertise in installing sampling arrays to collect groundwater for investigation of contaminant plumes</p> <p>Contractor fails to demonstrate any expertise in experience in installing sampling arrays to collect groundwater for investigation of contaminant plumes</p> <p><b>b) Identification of requirements for sampling groundwater</b></p> <p>Contractor demonstrates extensive expertise in sampling groundwater for investigation of contaminant plumes</p> <p>Contractor demonstrates some expertise in experience in sampling groundwater for investigation of contaminant plumes</p> <p>Contractor demonstrates very limited expertise in experience in sampling groundwater for investigation of contaminant plumes</p> <p>Contractor fails to demonstrate</p>	<p><b>Max. 18 points</b></p> <p><b>6</b></p> <p><b>4</b></p> <p><b>2</b></p> <p><b>0</b></p> <p><b>6</b></p> <p><b>4</b></p> <p><b>2</b></p> <p><b>0</b></p>	
---	--	--	--



	<p>any expertise in sampling groundwater for investigation of contaminant plumes</p> <p><b>c) Identification of requirements for evaluating whether methods selected are consistent and comparable with current practices that have been established by experts who have conducted research on septic plumes in groundwater, as published in the scientific literature:</b></p> <p>Contractor demonstrates that the methods selected are fully consistent and comparable with current practices that have been established by expert researchers</p> <p>Contractor demonstrates that the methods selected are largely consistent and comparable with current practices that have been established by expert researchers</p> <p>Methods selected by contractor are in large part inconsistent with current practices that have been established by expert researchers</p> <p>Methods selected by contractor are completely inconsistent with current practices that have been established by expert researchers</p>	<p>6</p> <p>4</p> <p>2</p> <p>0</p>	
--	--	-------------------------------------	--

<p><b>3. PROJECT MANAGEMENT EXPERIENCE (MAX. 20 POINTS)</b></p>	<p><b>R3. Does the contractor have the appropriate experience and skill set to manage projects of this nature?</b></p> <p>a) How many years does the contractor (Field personel conducting the work) have (since January 1, 2007) in the installation of sampling arrays to collect groundwater, and in sampling of groundwater for the investigation of contaminant plumes?</p>	<p><b>Max. 10 points Min. 5 points</b></p>	
---	--	--	--



	<p>Experience must be clearly described in the proposal.</p> <p><b>1 point per year</b></p> <p>How many years does the contractor (Field Personnel conducting the work) have (since January 1, 2007) on projects specifically involving the investigation of septic plumes? Experience must be clearly described in the proposal.</p> <p><b>1 point per year</b></p>	<p><b>Max. 10 points</b> <b>Min. 2 points</b></p>	
<b>Total Possible Points</b>		<b>44</b>	

### 1.3 Financial Evaluation

#### 1.3.1 Mandatory Financial Criteria

A maximum of \$45,000.00 (excluding GST/HST) will be paid for the completion of the project. Proposals exceeding this amount will be considered noncompliant and given no further consideration. Total value of contract is not to exceed \$45,000.00 (excluding GST/HST).

## 2. Basis of Selection

The Contractor selection will be based on the highest combined rating of technical merit (proposal, qualifications and experience) and price proposal. 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. 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%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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 4 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 equal 86 and the lowest evaluated price is \$41,000.



**Table 4. Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)**

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>	80/86	72/86	70/86
<b>Bid Evaluated Price</b>	\$48,000.00	\$45,000.00	\$41,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	$80/86 \times 70 = 65.12$	$72/86 \times 70 = 58.60$	$70/86 \times 70 = 56.98$
<b>Pricing Score</b>	$41/48 \times 30 = 25.63$	$41/45 \times 30 = 27.33$	$41/41 \times 30 = 30.00$
<b>Combined Rating</b>	90.75	85.93	86.98
<b>Overall Rating</b>	<b>1st</b>	<b>3rd</b>	<b>2nd</b>

## 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](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.



## PART 6 - RESULTING CONTRACT

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

**Title:** Collection, evaluation and characterization of biogeochemical background concentration data to inform metals assessments

### 1. Security Requirement

Not Applicable

### 2. Statement of Work

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

### 3. Standard Clauses and Conditions

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

#### 3.1 General Conditions

2010B (2015-09-03), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### **At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **At Section 13 Transportation Carriers' Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

#### **At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to



persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.”

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

**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.

**B. For standard service requirements (ex.: manual services, snow or garbage removal, cleaning, window washing, maintenance, etc.) the general conditions 2010 B General Conditions [Professional Services \(Medium Complexity\)](#), must be modified as follows:**

**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"

### **4. Term of Contract**

#### **4.1 Period of the Contract**

- a. **Contract Period** : The "**Contract Period**" is the entire period of time during which the Contractor is obliged to perform the Work, which includes :
  - i. The "**Initial Contract Period**", which begins on the date the Contract is awarded and ends March 31, 2020

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Shawn Davis  
Title: Regional Manager  
Environment Canada  
Procurement and Contracting  
Address: 200 Sacre Coeur

Telephone: 819-938-3814  
E-mail address: [shawn.davis@canada.ca](mailto:shawn.davis@canada.ca)

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

#### **5.2 Technical Authority (*To be disclosed upon contract award*)**

The Technical Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:



Telephone:  
E-mail address:

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

### 5.3 Contractor's Representative

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

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

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

## 7. Payment

### 7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) 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 (*insert "included", "excluded" or "subject to exemption"*) 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 Milestone Payment**

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
- (i) 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;
  - (ii) all such documents have been verified by Canada;
  - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

### **8.2 Deliverables and Schedule**

Work shall begin on contract award and end on March 31, 2020.

Deliverable 1 - Annual report – March 31, 2018

- Sioux Narrows Provincial Park
- Northern Ontario Sportfishing Centre in Sioux Narrows.



## Deliverable 2 - Annual report – March 31, 2019

- Sioux Narrows Provincial Park
- Northern Ontario Sportfishing Centre in Sioux Narrows.
- Site TBD

## Deliverable 3 - Annual report – March 31, 2020

- Sioux Narrows Provincial Park
- Northern Ontario Sportfishing Centre in Sioux Narrows.
- Site TBD

## 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.

- the Articles of Agreement;
- Modified 2010B General Conditions - [Professional Services \(Medium Complexity\)](#) (*insert date*)
- Annex A, Statement of Work;
- Annex B, Basis of Payment;
- the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s).*)



## Annex A

### STATEMENT OF WORK

#### TITLE

Sampling of Septic-impacted Groundwater

#### BACKGROUND

Environment and Climate Change Canada is conducting a four-year (2016/17-2019/20) study that is addressing critical knowledge gaps in lake nutrient dynamics and harmful algal blooms in Lake of the Woods in northwestern Ontario. A subproject under this study is an investigation of near-shore loading from cottages and other development. Specifically, this work is focused on investigating the impacts of subsurface septic plumes on Lake of the Woods water quality. This requires installations to sample groundwater in the vicinity of septic systems at several selected sites near the shores of Lake of the Woods. These sites will be selected by Environment and Climate Change Canada.

#### OBJECTIVES

The main objective of this work is to collect groundwater samples in the vicinity of septic systems at two sites for the first year and three sites during the second and third year with the option to include one additional site in years 2 and 3 on behalf of Environment and Climate Change Canada. A second objective is to obtain field measurements of relevant groundwater parameters at these sites.

#### SCOPE OF WORK

The first task is to install temporary groundwater sampling arrays in the subsurface in the vicinity of septic systems at each of the research sites, which can then be used to sample groundwater and determine how it has been impacted with septic wastewater. The contractor will install these arrays at between two and four sites per year, using manual installation techniques (no drilling rigs). At each research site the array will consist of at least 8 sampling points (ports), most at locations where it is anticipated that the groundwater is likely to have been impacted by septic wastewater.

Two of the research sites have been selected; they are at Sioux Narrows Provincial Park and at the Northern Ontario Sportfishing Centre in Sioux Narrows. The third site and the optional site are yet to be selected; **they will be within 50 km of either Kenora or Sioux Narrows.**

Each year of the study, the contractor will collect groundwater samples from these same arrays, which will be delivered to Environment and Climate Change Canada (ECCC), for subsequent analyses by ECCC. The samples to be collected from each available groundwater sampling port for the following analyses are the following:

- Three samples, 30 mL each, filtered (0.45µm) for analyses by ECCC of anions, sweeteners and soluble reactive phosphorus (SRP);
- One 30 mL sample, filtered (0.45µm), acidified to pH <6 with HCl, for analyses by ECCC of ammonium;

- One 125 mL filtered (0.45µm) sample, preserved with nitric acid, for analyses by ECCC of dissolved cations and selected metals.

Each year the contractor will also analyze the following parameters of the groundwater in the field: temperature, oxidation-reduction potential (ORP), dissolved oxygen and pH.

Each year, after sampling, the contractor will remove the temporary groundwater sampling systems at all of the research sites, restoring the site conditions, using soil as backfill where appropriate.

The contractor must demonstrate expertise and experience in the installation of sampling arrays to collect groundwater, and in sampling of groundwater for the investigation of contaminant plumes. Furthermore, it is essential that the contractor demonstrate that the methods selected to install the sampling arrays and to collect the groundwater are consistent and comparable with current practices that have been established by the experts who have conducted research on septic plumes in groundwater, as published in the scientific literature.

## **DELIVERABLES AND SCHEDULE**

The following deliverables are to be provided:

During period of contract award to March 31, 2018:

1. install sampling arrays during the late summer or fall at the following research sites.
  - Sioux Narrows Provincial Park
  - Northern Ontario Sportfishing Centre in Sioux Narrows.
2. Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling.
3. Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor.
4. Annual report will be submitted detailing:
  - Installation and removal of sampling arrays, including sampling locations and depths
  - 
  - Field measurements, samples collected and submitted
  - Sampling and handling procedures

During the period of April 1, 2018 to March 31, 2019:

5. install sampling arrays during the late summer or fall at the following research sites.
  - Sioux Narrows Provincial Park





- Northern Ontario Sportfishing Centre in Sioux Narrows.
  - Third site to be determined
  - Optional if requested to do so
6. Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling.
  7. Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor.
  8. Annual report will be submitted detailing:
    - Installation and removal of sampling arrays, including sampling locations and depths
    - Field measurements, samples collected and submitted
    - Sampling and handling procedures

During the period of April 1, 2019 to March 31, 2020:

9. install sampling arrays during the late summer or fall at the following research sites.
  - Sioux Narrows Provincial Park
  - Northern Ontario Sportfishing Centre in Sioux Narrows.
  - Third site to be determined
  - Optional if requested to do so
10. Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling.
11. Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor.
12. Annual report will be submitted detailing:
  - Installation and removal of sampling arrays, including sampling locations and depths
  - Field measurements, samples collected and submitted
  - Sampling and handling procedures



## ANNEX B

### BASIS OF PAYMENT

#### Pricing Table

**Table 1.1**  
**1st Contract Year – contract award to March 31, 2018**

Line	Description	Professional Fees	Travel	Total Estimated Cost
1.	<p>a) Install sampling arrays during the late summer or fall at the following research site.</p> <ul style="list-style-type: none"> <li>- Sioux Narrows Provincial Park</li> </ul> <p>b) Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling.</p> <p>c) Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor.</p> <p>d) Annual report will be submitted detailing:</p> <ul style="list-style-type: none"> <li>- Installation and removal of sampling arrays, including sampling locations and depths</li> <li>- Field measurements, samples collected and submitted</li> <li>- Sampling and handling procedures</li> </ul>	\$	\$	\$
2	<p>a) Install sampling arrays during the late summer or fall at the following research site.</p> <ul style="list-style-type: none"> <li>- Northern Ontario Sportfishing Centre in Sioux Narrows.</li> </ul> <p>b) Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling.</p> <p>c) Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor.</p> <p>d) Annual report will be submitted</p>	\$	\$	\$



	detailing: - Installation and removal of sampling arrays, including sampling locations and depths - Field measurements, samples collected and submitted - Sampling and handling procedures			
<b>1.1 Total (Professional Fees + Travel)</b>				<b>\$</b>

**Table 1.2**  
**2nd Contract Year April 1, 2018 to March 31, 2019**

line	description	Professional Fees	Travel	Total Estimated Cost
1.	a) Install sampling arrays during the late summer or fall at the following research site. - Sioux Narrows Provincial Park  b) Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling. c) Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor. d) Annual report will be submitted detailing: - Installation and removal of sampling arrays, including sampling locations and depths - Field measurements, samples collected and submitted - Sampling and handling procedures	\$	\$	\$
2	a) Install sampling arrays during the late summer or fall at the following research site. - Northern Ontario Sportfishing Centre in Sioux Narrows.  b) Groundwater will be sampled from all sampling arrays. The required field	\$	\$	\$



	<p>parameters will be measured at the same time as sampling.</p> <p>c) Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor.</p> <p>d) Annual report will be submitted detailing:</p> <ul style="list-style-type: none"> <li>- Installation and removal of sampling arrays, including sampling locations and depths</li> <li>- Field measurements, samples collected and submitted</li> <li>- Sampling and handling procedures</li> </ul>			
3.	<p>a) Install sampling arrays during the late summer or fall at the following research site.</p> <ul style="list-style-type: none"> <li>- Site TBD (will be within 50 km of either Kenora or Sioux Narrows.)</li> </ul> <p>b) Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling.</p> <p>c) Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor.</p> <p>d) Annual report will be submitted detailing:</p> <ul style="list-style-type: none"> <li>- Installation and removal of sampling arrays, including sampling locations and depths</li> <li>- Field measurements, samples collected and submitted</li> <li>- Sampling and handling procedures</li> </ul>	\$	\$	\$
4.	<p>Optional Site:</p> <p>a) Install sampling arrays during the late summer or fall at the following research site.</p> <ul style="list-style-type: none"> <li>- Site TBD (will be within 50 km of either Kenora or Sioux Narrows.)</li> </ul> <p>b) Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling.</p> <p>c) Each sampling array that has been installed by the contractor will be removed at the end of the sampling</p>	\$	\$	\$



	season by the contractor. d) Annual report will be submitted detailing: - Installation and removal of sampling arrays, including sampling locations and depths - Field measurements, samples collected and submitted - Sampling and handling procedures			
<b>1.2 Total (Professional Fees + Travel)</b>				<b>\$</b>

**Table 1.3**  
**3rd Contract Year April 1, 2019 to March 31, 2020**

line	description	Professional Fees	Travel	Total Estimated Cost
1.	a) Install sampling arrays during the late summer or fall at the following research site. - Sioux Narrows Provincial Park  b) Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling. c) Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor. d) Annual report will be submitted detailing: - Installation and removal of sampling arrays, including sampling locations and	\$	\$	\$



	<p>depths</p> <ul style="list-style-type: none"> <li>- Field measurements, samples collected and submitted</li> <li>- Sampling and handling procedures</li> </ul>			
2	<p>a) Install sampling arrays during the late summer or fall at the following research site.</p> <ul style="list-style-type: none"> <li>- Northern Ontario Sportfishing Centre in Sioux Narrows.</li> </ul> <p>b) Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling.</p> <p>c) Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor.</p> <p>d) Annual report will be submitted detailing:</p> <ul style="list-style-type: none"> <li>- Installation and removal of sampling arrays, including sampling locations and depths</li> <li>- Field measurements, samples collected and submitted</li> <li>- Sampling and handling procedures</li> </ul>	\$	\$	\$
3.	<p>a) Install sampling arrays during the late summer or fall at the following research site.</p> <ul style="list-style-type: none"> <li>- Site TBD (will be within 50 km of either Kenora or Sioux Narrows.)</li> </ul> <p>b) Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling.</p> <p>c) Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor.</p> <p>d) Annual report will be submitted detailing:</p> <ul style="list-style-type: none"> <li>- Installation and removal of sampling arrays, including sampling locations and depths</li> <li>- Field measurements, samples collected and submitted</li> <li>- Sampling and handling procedures</li> </ul>	\$	\$	\$
4.	<p>Optional Site:</p> <p>a) Install sampling arrays during the late</p>			



	<p>summer or fall at the following research site.</p> <ul style="list-style-type: none"><li>- Site TBD (will be within 50 km of either Kenora or Sioux Narrows.)</li></ul> <p>b) Groundwater will be sampled from all sampling arrays. The required field parameters will be measured at the same time as sampling.</p> <p>c) Each sampling array that has been installed by the contractor will be removed at the end of the sampling season by the contractor.</p> <p>d) Annual report will be submitted detailing:</p> <ul style="list-style-type: none"><li>- Installation and removal of sampling arrays, including sampling locations and depths</li><li>- Field measurements, samples collected and submitted</li><li>- Sampling and handling procedures</li></ul>	\$	\$	\$
<b>1.3 Total (Professional Fees + Travel)</b>				<b>\$</b>
<b>Total (1.1 + 1.2 + 1.3)</b>				<b>\$</b>