



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement Canada</p> <p>Josee.francoeur@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre</p> <p>Publication ready new substances risk assessment summaries (As part of the Transparency Initiative).</p>	
	<p>ECCC Bid Solicitation No. /SAP No. – N° de la demande de soumissions ECCC / N° SAP 5000037381</p>	
	<p>Date of Bid solicitation (2018-04-09) – Date de la demande de soumissions (2018-04-09)</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le May 22, 2018</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time EST</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Josee.francoeur@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 819-938-3822</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</p>	
	<p>Destination - of Services / Destination des services</p>	
	<p>Security / Sécurité Document Safeguarding at the level of Protected B Reliability Status</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

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PART 1 - GENERAL INFORMATION

1. 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, a Confidentiality Agreement, the Information - Ontario Labour Legislation, Financial Bid Presentation Sheet, Mandatory Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Insurance Requirements, the Schedule of Milestones, and any other annexes.

2. Summary

- 2.1 Environment & Climate Change Canada is looking to increase the transparency of the New Substances Program to the Canadian public by publishing summaries of environmental and human health risk assessments reports for new substances that are chemical or polymers.
- 2.2 Bidders must provide a list of names and other related information as required in accordance with Section 01 Provisions for the Integrity of the Standard Instructions.
- 2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003, 2014-09-25 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 and Climate Change Canada (ECCC) 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 and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change 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”

The standard instructions 2004 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 07 Rejection of Bid, Subsection 07 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 10 Joint Venture, Subsection 10 (1b):

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

Insert: “Deleted”

2. Submission of Bids

Bids must be submitted to Environment and Climate Change Canada (ECCC) 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 page 7, 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 three (3) 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

Canada will retain ownership of the intellectual property rights in foreground information, as identified by Environment and Climate Change Canada, based on the following exception;

- 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 (1 electronic copy),
- Section II: Financial Bid (1 electronic copy),
- Section III: Certifications (1 electronic copy)
- Section IV: Additional Information (1 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) format;
- (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:

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.

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.

1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.

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

1.4 Price Breakdown

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

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

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

- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into

communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

The tenderer must complete the presentation sheet of the financial bids and include in its financial bid when completed. At the very least, the bidder must meet this financial bid Format Sheet by including in its financial bid for the periods indicated below its rate for each deliverables

ECCC wishes to establish a contract until March 31st, 2019 with 2 one year option periods.

Initial Period contract signature to March 31st, 2019				
No.	Description	Firm, all – inclusive per diem (a)	Up to 140 publications (b)	Extended Cost (c) (a x b)
1	Preparing Draft Summaries			\$
2	Final risk assessment Summaries			\$

Total (c) \$ _____

First Option Period 01 April 2019 to March 31st, 2020				
No.	Description	Firm, all – inclusive per diem (a)	Up to 140 publications (b)	Extended Cost (c) (a x b)
1	Preparing Draft Summaries			\$
2	Final risk assessment Summaries			\$

Total (c) \$ _____

Second Option Period 01 April 2020 to March 31st, 2021				
No.	Description	Firm, all – inclusive per diem (a)	Up to 140 publications (b)	Extended Cost (c) (a x b)
1	Preparing Draft Summaries			\$
2	Final risk assessment Summaries			\$

Total (c) \$ _____

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.1 Selection of Contractor (Highest combined Technical Merit (70%) and Price (30%))

The proposal that obtained the highest score for the technical evaluation, as presented in appendix A, will be assigned a weight of **70%**. All other proposals that meet the minimum score requirements for the technical evaluation will be prorated.

For a proposal to be deemed technically compliant, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all of the Mandatory criteria
- c) obtain the required minimum points for each of the point rated criteria

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The *responsive* (compliant) Bidder with the highest combined rating of Technical (70%) and price (30%) will be recommended for award of a contract.

1.2 Technical Evaluation

1.2.1 Mandatory Technical Criteria

Proposals will be evaluated against mandatory requirements as well as point rated requirements in accordance with the requirements listed below.

Failure by bidders to meet any of the mandatory requirements will render the bidder's proposal **non-responsive**. The treatment of mandatory requirements in any procurement process is absolute.

Proposers must meet **all** the mandatory requirements described below. This will be evaluated as either "**Yes**" or "**No**". Proposals receiving "**No**" for any mandatory requirement will **not** be considered further.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.			
Criteria	Yes	No	Page #
The contractor or at least one member of the team must have a solid foundation in biology, chemistry, toxicology, or a related discipline. Preference will be given to contractors and/or team members with an undergraduate or Master's degree in those disciplines. Clearly demonstrated equivalent experience will also be accepted.			
The contractor, or any team member, must not have worked, or be currently working, on preparing new substances notifications under CEPA, 1999			

The contractor must provide names of all professional staff to be assigned to the project, their contribution to the project and, their CVs			
The contractor must demonstrate that the staff experience and expertise is directly relevant to the described work			
The contractor must demonstrate that they have at least 2 years of experience with the depth and breadth normally associated with having performed a broad range of activities directly related to the described work			
The contractor must provide a clear and sound Project management approach and methodology			
The contractor must provide a Contingency plan in case the assigned staff becomes unavailable			
The contractor must provide a description (including samples) of two (2) projects or studies completed within the last 5 years of written work authored (authorship must be verifiable) by the firm, involving communication of scientific or technical material to a general non-technical audience. Each project description must be no more than one (1) page in length, and include the following: <ul style="list-style-type: none"> • Project title, client name, topic addressed, industry sector or audience; • Planned and actual dollar values; • Planned start and finish dates and actual start and finish dates; • If published, links to published documents or further information • Verification of authorship • Name & contact information of references 			
The contractor must provide names and coordinates of two references who can be contacted to provide information on similar work or other work done for the private or public sector.			

1.2.2 Point Rated Technical Criteria

A proposal with a score less than minimum points required outlined for each section and/or as a whole will be considered **non responsive**, and eliminated from the competition.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal and/or CV which addresses the requirement identified in the criteria.				
Criteria	Points allocated	Minimum Points Required	Score	Page #

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal and/or CV which addresses the requirement identified in the criteria.

Criteria	Points allocated	Minimum Points Required	Score	Page #
<p>Quality of the proposal which demonstrates understanding of project requirements (10 pts), a description of project management approach and methodology that would ensure quality and achievement of project objectives (10 pts), contingency plan (3 pts), and any preparations required to complete the project tasks (2 pts).</p>	25	15		
<p>1: Reference 1 on a project of similar work related to communication of scientific /technical information to the general public) for the private or public sector. Relation to the work (3 pts), quality of the reference (7 pts).</p>	10	7		
<p>2: Reference 2 on a project of similar work related to communication of scientific /technical information to the general public) for the private or public sector. Relation to the work (3 pts), quality of the reference (7 pts).</p>	10	7		
<p>3: Project Sample 1 – An example of previous work (produced by the contractor or by member(s) of the contracting team) on communicating technical/scientific material to a general non-technical audience (2 pts).</p> <p>Does the writing sample convey scientific or technical content (2 pts) clearly and concisely (5 pts), in a manner that is understandable and relevant to a general non-technical audience (6 pts)?</p>	15	10		
<p>4: Project Sample 2 – An example of previous work (produced by the contractor or by member(s) of the contracting team) on communicating technical/scientific material to a general non-technical audience (2 pts).</p> <p>Does the writing sample convey scientific or technical content (2 pts) clearly and concisely (5 pts), in a manner that is understandable and relevant to a general non-technical audience? (6 pts)</p>	15	10		

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal and/or CV which addresses the requirement identified in the criteria.				
Criteria	Points allocated	Minimum Points Required	Score	Page #
5: Relevant scientific training, or equivalent experience in ecological risk assessment and/or human health risk assessment projects (1 point per person/year of experience up to 10 points; points/experience cannot be combined; points awarded to the one person with the most experience).	10	6		
6: Experience working with documents safeguarding confidential business information (1 point per person/year of experience up to 5 points; points/experience cannot be combined; points awarded to the one person with the most experience).	5	3		
7: Experience working on science communication material for general public(1 point per person/year of experience up to 10 points; points/experience cannot be combined ; points awarded to the one person with the most experience) .	10	6		
Total:	100	64		

1.2.3 Mandatory Financial Criteria

The total cost for this project (i.e. prepare up to a maximum of 140 publication ready summaries), including professional fees, travel expenses and administrative costs must not exceed \$550 per summary completed during one (1) year contract period for fiscal year 2018-2019 (GST excluded) to a maximum of \$ 77,000.

Included are two options years:

- 1) fiscal year 2019-2020 to a maximum of \$ 77,000 (GST excluded) and;
- 2) fiscal year 2020-2021 to a maximum of \$ 77,000 (GST excluded).

The total contract (between fiscal years 2018 to 2021) cannot exceed a maximum of \$231,000. Please note the project cost and tasks have been sub-divided as follows:

Professional Fees:	\$	525
Travel Costs:	\$	0
Administrative Costs:	\$	25
Total Cost per summary:	\$	550

Task 1- represents 75% of total fee per summary; Task 2 (if needed) - represents 25% of total fee per summary.

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.

Certifications Required Precedent to Contract Award

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.

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. Status and Availability of Resources

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

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

of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.1 Education and Experience

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

2.2 Former Public Servant in Receipt of a Pension

As per page 7, 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:

- c. name of former public servant;
- d. 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:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.

Signed

Date

PART 6 – SECURITY AND OTHER REQUIREMENTS

1.0 Security Requirement

1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.

1.2 The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2.0 Insurance Requirements

N/A

PART 7 - RESULTING CONTRACT

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

TITLE: Publication ready new substances risk assessment summaries (As part of the Transparency Initiative).

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 2014-09-25, 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."

3. Security Requirement

3.1 Security Requirement

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from contract award to **March 31, 2019** inclusive.

4.2 Option Period

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to **two (2) additional one (1) 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 ten (10) 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.

4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 5 days under the same conditions to ensure the required transition. 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.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 5 days calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Josée Francoeur
Title: Contracting Officer
Environment and Climate Change Canada
Procurement and Contracting Division
Address: 200 Sacré-Coeur Blvd.,
Gatineau, QC

Telephone: 819-938-3822
Facsimile: 819-938-4848
E-mail address: josee.francoeur@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/Project Authority (at contract award)

The Technical Authority for the Contract is:

Name:
Title:
Organization:
Address:

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

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

5.3 Contractor's Representative (at contract award)

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

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 \$_____ **(at contract award)** and Applicable Taxes are extra.

7.2 Limitation of Expenditure

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

7.3 Time Verification

C0711C 2008-05-12 Time Verification

8. Invoicing Instructions

8.1 Milestone Payments

8.1.1 The Contractor must submit invoices in accordance with Annex “B” Basis of Payments.

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B General Conditions - Professional Services (Medium Complexity) [2014-09-25](#) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, SRCL
- (f) the Contractor's bid dated _____, as clarified on _____ **or** as amended on _____

ANNEX A STATEMENT OF WORK

CONFIDENTIALITY

It is understood and agreed that the Contractor shall, during and after the effective period of the ensuing contract, treat as confidential and not divulge, unless authorized in writing by the Departmental Representative, any information obtained in the course of the performance of the ensuing contract.

The Contractor shall maintain the confidentiality of all facility-specific information obtained in the course of the ensuing contract that has been identified as confidential. Confidential information shall not be included in reports, and must be generalized sufficiently such that the data cannot be identified with an individual facility. Information which was submitted as confidential but which, due to aggregation, cannot be related to a specific facility may be included in the main report.

Information that a facility requests to be kept confidential shall be compiled in the Excel spreadsheet (refineries' individual profiles) and under separate cover (for additional information that doesn't belong to the refineries' individual profiles) and labelled confidential within the meaning of the *Access to Information Act*.

Any failure of the Contractor to respect the confidentiality obligations is a default of the Contractor for which the Minister may terminate the contract.

USE / DESTRUCTION / RETURN OF INFORMATION

The information and documentation provided to the Contractor by the Departmental Representative are to be used for the purpose of this contract only and shall not be used for other purposes unless duly authorized by the Departmental Representative. After completion of the contract or in the event of contract termination and upon request, the supplied information shall be destroyed in a manner deemed appropriate by the Departmental Representative. The Contractor shall send a letter to the Departmental Representative acknowledging the disposition of the information.

Purpose of Contract

Environment & Climate Change Canada is looking to increase the transparency of the New substances Program to the Canadian public by publishing summaries of environmental and human health risk assessments reports for new substances that are chemical or polymers.

1.1 Objective:

The objective of this project is to prepare up to a maximum of 140 publication ready summaries of risk assessments per year for new substances which have been assessed at the final notification schedule under the New Substances Notification Regulations (NSNR) (e.g. 5, 6, 10 and 11), for new substances issued risk control measures (e.g. Significant New Activity, Ministerial Condition), and new substances eligible for addition to the Domestic Substances List. The summaries should be drafted in plain language that reflect the content of the risk assessment reports and follow the content and logic of the established template provided to the contractor.

The contractor shall complete 2 main tasks: Use final Risk assessment reports, from Environment and Climate Change Canada and/or Health Canada, on selected new substances that meet the selection criteria (final notification schedules, and risk management measures and addition to the Domestic Substances List) to prepare plain language draft summaries using established templates; and 2) Address

the comments received/corrections requested during the approval stages and submit the final summaries to the Project Authority.

The summaries must protect any confidential business information (CBI), and be drafted consistently in format and content with the templates.

1.2 Background:

Under the provisions of the Canadian Environmental Protection Act, 1999 (CEPA), the *New Substances Notification Regulations (Chemicals and Polymers)* [NSNR (Chemicals and Polymers)] ensure that new substances to be manufactured or imported into Canada undergo an assessment of their potential adverse effects on the environment and human health before entering the Canadian market.

Any company or individual who plans to manufacture or import a substance subject to notification under the NSNR (Chemicals and Polymers) must provide the New Substances Program (NSP) with a New Substance notification containing all information prescribed in those regulations prior to manufacture or import.

Risk assessments on new substances are conducted by Environment and Climate Change Canada (ECCC) and Health Canada (HC) based on the information in the notification. These assessments include consideration of information on physical and chemical properties, hazards, uses and exposure to determine whether a substance is or may become harmful to human health or environment as set out in section 64 of CEPA, and, if harm is suspected, to introduce any appropriate or required control measures.

The NSP publishes concise summaries of new substance risk assessment reports in order to increase the general public's understanding of the content and outcome of risk assessments on new substances, as well as to increase the transparency of the NSP. The objective of this contract is to continue the publication summaries initiated from past years.

Further background information on the assessment summaries published to date is available at the following link: (<https://www.canada.ca/en/environment-climate-change/services/managing-pollution/evaluating-new-substances/chemicals-polymers/risk-assessment-summaries.html>);

Further background information on the Transparency initiative is available at the following link:

<http://www.ec.gc.ca/ese-ees/default.asp?lang=En&n=C7C66AA6-1>.

2.0 Tasks:

Draft Risk Assessment Summaries

The contractor shall receive final risk assessment reports from HC and ECCC for new substances that are to be published within approximately a 4 month period. The contractor shall draft risk assessment summaries based on the risk assessment report(s) and review the summaries for CBI and consistency with template/other summaries (draft or already published). This draft would be submitted to the Project Authority for review and approval prior to completing Task 2. The contractor should address any comments received from subject matter experts in ECCC and/or HC.

Based on the number of assessments conducted in 2016, 2017 and subsequent years that would fall under the scope of this initiative, the contractor could expect up to a maximum of 140 summaries per year. The total cost of the contract is proportional to the number of assessments received and may vary, but is not to exceed \$77,000 per fiscal year.

Task 1: Preparing Draft Summaries (represents 75% of total fee per summary)

The contractor is to prepare draft summaries based on final risk assessment reports from ECCC and HC which are provided by the project coordinator (under the Project Authority).

Task 2 (if needed): Submit Final Risk Assessment Summaries (represents 25% of total fee per summary)

Under the guidance of the Project Authority and if Task 2 is needed, the contractor will address all comments received and make appropriate revisions. The contractor shall contact the project coordinator if more information or if clarification on comments is needed.

The contractor shall prepare and submit the approved final risk assessment summaries (publication ready) to the Project Authority.

Task: Translation and Publication (by Project Authority)

The Project Authority is responsible for the translation of summaries and is responsible for the quality and translation of the French version of each summary. The Project Authority is also responsible for the publication of the final approved summaries.

3.0 Schedule and Deliverables

Deliverables and proposed schedule are identified as following:

Tasks	Activities	Proposed Timelines
	Project authority will provide the initial batch (group) of risk assessments and summary templates for which summaries are required (approximately 30-40 per batch)	TBD
Task 1	Submit Draft Risk Assessment Summaries to Project Authority. Payments will be made based on the number of summaries completed. More summaries would be assigned to the contractor should the contractor complete assigned work ahead of schedule.	1.5 months after initiation date (receipt of ECCC and HC Final risk assessments reports from Project Authority)
Task 2	The contractor is to address all comments received and make appropriate revisions and, shall prepare and submit final Risk Assessment Summaries (publication ready). Project termination.	2.0 to 2.5 months after Task 1 is completed

The contractor shall submit draft summaries for approval by the Project Authority with submitted invoices for Tasks 1 and 2.

All correspondence generated by the contractor during the course of this project shall be prepared in English using *Microsoft Word for Windows* for word processing.

All summaries will be in the public domain. The Contractor is to advise the Project Authority of any information provided to them or on behalf of by a third party on a confidential basis for the purpose of the study and is to transmit the original documents containing any such information to the Project Authority under separate cover.

Acceptance

All material produced by the Contractor will be subject to review by people designated by the Project Authority. All work is to be performed to the satisfaction of the Project Authority. Sufficient flexibility is required of the Contractor to respond to changing schedules and developments.

4.0 Official Language

The draft summaries will be prepared in English

5.0 Work location

The work will be performed at the contractor's place of business.

6.0 Travel

No travel is required or expected.

**ANNEX B
BASIS OF PAYMENT**

(to be completed at contract award)

Annex "C"
Security Requirements Check List (SRCL)

See attached.