



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving –</b> Environment and Climate Change Canada / Environnement et Changement climatique Canada</p> <p><b>Réception des soumissions –</b> Environment Canada 201 – 401 Burrard Street Vancouver, BC V6C 3S5</p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE 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>SOUMISSION À:</b> <b>Environnement et Changement climatique 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 –</b> <b>Analysis of Semi-permeable Membrane Devices for Polycyclic Aromatic Compounds</b></p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000036364</b></p>		
	<p><b>Date of bid solicitation 2018.07.19– Date de la demande de soumissions 2018.07.19</b></p>		
	<p><b>Bid solicitation closes</b> <b>2018.08.27- La demande de soumissions prend fin 2018.08.27</b></p> <p><b>at – à 10:00 A.M.</b> <b>on – le 2018.08.27</b></p>	<p><b>Time Zone – Fuseau horaire</b> <b>Pacific Standard Time</b></p>	
	<p><b>F.O.B – F.A.B</b> <b>Destination</b></p>		
	<p><b>Address Enquiries to - Adresser toutes questions à</b> <b>Angelina Garcia</b> <b>Contracting Authority</b> <b>Finance Branch</b> <b>Environment Canada</b> <b>201 – 401 Burrard Street</b> <b>Vancouver, BC V6C 3S5</b> <b>Email: Angelina.Garcia@canada.ca</b></p>		
	<p><b>Telephone No. – N° de téléphone</b> <b>604-664-9114</b></p>	<p><b>Fax No. – N° de Fax</b> <b>604-713-9867</b></p>	
	<p><b>Delivery Required (YEAR-MM-DD) –</b> <b>Livraison exigée (AAAA-MM-JJ)</b> <b>As discussed in the Statement of Work here within</b></p>		
	<p><b>Destination - of Services / Destination des services</b> <b>Saskatoon, SK</b></p>		
	<p><b>Security / Sécurité</b> <b>There is no security requirement associated with this solicitation</b></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) /</b> <b>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>	

**Cover page (signed) must be submitted together with the Bidder's proposal.**

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**TITLE: Analysis of Semi-permeable Membrane Devices for Polycyclic Aromatic Compounds**

**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, Evaluation Criteria 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: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, Insurance Requirements, the Integrity Regime Form, the Work Experience Template the Letter of Availability and Willingness to perform the Work, and the Former Public Servant – Competitive Bid Form.

**2. Summary**

- 2.1 Environment and Climate Change Canada has a requirement for services to perform sample analysis as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from date of award for one (1) year plus three (3) additional one (1) year option periods. The requirement is for a qualified Contractor with the knowledge and expertise of providing high quality, reliable and reproducible data that is generated using analytical methods that allow for the lowest reliable method detection limits. The analytical methods will apply rigorous quality assurance and quality control measures that produce polycyclic aromatic compounds (PACs) concentrations that are corrected for losses during dialysis, cleanup and analysis.
- 2.2 There is no security requirement associated with this solicitation
- 2.3 Bidders must provide a list of names as per Annex E, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).  
  
This requirement is not subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP).  
  
The requirement is exempt from the North American Free Trade Agreement (NAFTA), Excluded Coverage, Annex 1001.1.b-2 Services, Section B, R102, Weather Reporting Observations Services.
- 2.6 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 – Certifications, Part 7 – Resulting Contract Clauses and the Annex C named Federal Contractors Program for Employment Equity – Certification.

**3. Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under "Text" at 02:**

**Delete:** "Procurement Business Number"

**Insert:** "Deleted"

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** "Deleted"

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

**Delete:** In its entirety

**Insert:** "send its bid only to Environment 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 05 Submission of Bids, Subsection 05 (4):**

**Delete:** 60 days

**Insert:** 120 days

**At Section 06 Late Bids:**

**Delete:** "PWGSC"

**Insert:** "Environment and Climate Change Canada (ECCC)"

**At Section 07 Delayed Bids:**

**Delete:** "PWGSC"

**Insert:** "Environment and Climate Change Canada (ECCC)"

**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"

#### 1.1 PWGSC SACC Manual Clauses

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

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-

the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

## 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to ECCC will **NOT** be accepted.

Bids are to be directed only to the bid receiving address specified. ECCC will **NOT** assume responsibility for bids directed to any other location.

## 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 fifteen (15) calendar days before the bid closing date. Inquiries 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 Saskatchewan.

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.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (3 hard copies)
- Section II: Financial Bid (3 hard copies)
- Section III: Certifications (3 hard copies)

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

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

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

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

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

#### Section I: Technical Bid

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

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

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

#### Section II: Financial Bid

1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment/Financial Bid Evaluation Sheet in Annex B. The total amount of Applicable Taxes must be shown separately. All information relating to price must appear only in the financial bid. No price may be indicated in any other section of the bid. The bid must cover the prescribed length of the contract, including option years.

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

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

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.



## **PART 4 - EVALUATION PROCEDURES, TECHNICAL AND FINANCIAL BID EVALUATION CRITERIA, AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1 Introduction**

To meet the requirement described herein, the experience of the Bidder must be work for which the Bidder was under contract to clients exterior to the Bidder's own organization. In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the bidder.

Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

#### **1.2 Evaluation Process**

All bids will be evaluated in accordance with the process outlined in this Article.

The Evaluation Process and Contractor Selection are subdivided into four stages:

- i. Evaluation of compliance with the Mandatory Technical Evaluation Criteria
- ii. Evaluation of the Point-Rated Technical Evaluation Criteria
- iii. Evaluation of the Financial Bid
- iv. Basis of Selection of the winning bidder

Bidders will not be given any information regarding the status of their bid, any preliminary scores or results relating thereto, or any similar details until such time as the evaluation of all bids has been completed and a Contract has been awarded.

Notwithstanding that the evaluation and selection methodology will be conducted in Stages, the fact that Canada has proceeded to any next stage shall not be deemed to mean that Canada has conclusively determined that the proposal has successfully passed all the previous Stages.

### **2. Technical Evaluation Criteria**

Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work

For bid evaluation criteria where the experience of proposed resources is provided, Bidders are advised that the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience. For example: Project 1 time frame is July 2001 to December 2001; Project 2 times frame is October 2001 to January 2002; the total months of experience for these two projects references is seven (7) months.

It is the Bidder's responsibility to ensure that a sufficient level of information is included in the proposal to allow the evaluation team to make an accurate assessment of the bid.

#### **2.1 Mandatory Technical Evaluation Criteria:**

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-compliant.

Bidders must meet these criteria in order to be further considered. Failure to meet mandatory criteria will result in being eliminated from further consideration. Each mandatory requirement must be checked off "Yes". Failure to meet any mandatory requirement will result in the elimination of bid from the competition.

Write beside each of the criteria the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.

		Inscrire oui ou non / Indicate yes/no	Clearly indicate page reference within Request for Proposal
1	The contractor must demonstrate, through the provision of a list of SPMD analysis contracts (i.e., agency, title of contract, number of SPMDs analyzed) completed from 2006 to 2017 (and associated contacts), that they have 6 or more years of experience with dialysis, cleanup and analysis of SPMDs for parent and alkylated PACs.		
2	Bidders must clearly demonstrate, through the provision of examples of detection limits that have been achieved with previous SPMD analyses, that they have the ability to reach sample detection limits for parent and alkylated PACs of 10 ng/sample using GC/MS SIM		
3	Bidders must document operating procedures that clearly demonstrate that they dialyze and clean the SPMDs as per EST SOPs		
4	Bidders must demonstrate the ability to identify PACs using multiple ions (i.e., describe procedures, equipment and provide at least two examples of previous analyses for clients).		
5	Bidders must provide documentation (i.e., describing procedures, equipment and providing more than three examples of previous analyses for clients) that clearly demonstrates that they use isotope dilution in quantification of PACs		

SPMD = Semi-permeable Membrane Device, PAC = Polycyclic Aromatic Compounds, EST = Environmental Sampling Technologies, SOP = Standard Operating Procedures, ng = nanogram, GC/MS SIM = Gas Chromatography/Mass Spectrometry Selected Ion Monitoring

## 2.2 Point-Rated Technical Evaluation Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

**For the bid to be valid, the bidder must obtain a minimum pass mark of 163 points score within the technical evaluation based on the following grid. Bids that obtain less than 163 points will be considered non-responsive.**

Bidders will be awarded points according to rating criteria listed below. Each point rated requirement section must achieve a minimum point score in order for the proposal to receive further consideration. A proposal that records less than the minimum score for any section will be considered **non responsive** and will be eliminated from the competition.

### Point Rated Requirements: Assignment of Points (Rating)

	ADDITIONAL CRITERIA (maximum numerical score)	Bidder
	<b>METHODS</b>	
1	Bidder must provide written documentation that demonstrates their experience analyzing SPMDs using GC/MS SIM for the analytes listed in Appendix A (All analytes in Appendix A = 10 points; fewer or missing required analytes = 0 points). <i>It is important that bidders have the capability to analyze all items in Appendix A due to the comprehensive nature of the on-going project.</i> <i>Total maximum attainable points: 10</i>	
2	Bidder must provide written documentation that demonstrates their use of the deuterated PACs in Appendix B as calibration standards and surrogates (1 point for each). <i>Total maximum attainable points: 18</i>	
3	Bidder presents a table of the target analytes (Appendix A) and the surrogates that will be used to determine the relative response factors (RRF) for each target analyte (1 point for each surrogate that matches a target analyte). <i>Total maximum attainable points: 58</i>	
4	Bidders will identify those analytes for which calibration will be multi-point (1 point per analyte with multi-point calibration, and 1 point for each standard that matches a target analyte). <i>Total maximum attainable points: 116</i>	
5	Bidder must provide: 1) a detailed description of methods to be used in the: dialysis, cleanup and analysis of the SPMDs and extracts, including specific acceptance ratios used identifying the PACs (the ratio between two mass fragments for any given analyte should be no more than $\pm 20\%$ ); 4 points 2) quantification/calculation of parent and alkylated PACs; and, 3 points 3) use of deuterated PACs as calibration standards and surrogates, specifying recovery acceptance criteria. 3 points	

	<i>Each section must be answered. Bidders will receive full or no marks per section. Total maximum attainable points: 10</i>	
	<b>QUALITY ASSURANCE AND CONTROL (QA/QC)</b>	
6	<p>a. Bidder clearly describes QA/QC methods and criteria, including the use of method spikes (2 points), lab blanks (2 points) and replicates (2 points), labelled surrogates (2 points) and standard reference materials (2 points).</p> <p>b. Bidder reports percentage of loss of SPMD samples from 2012 through 2017 (less than 5% = 5 points; more than 5% = 0 points). <i>Loss greater than 5% is considered a failure for quality assurance and control.</i></p> <p>c. Bidder provides example QA/QC report (2 points). <i>Total maximum attainable points: 17</i></p>	
7	<p><b>EXPERIENCE, RELIABILITY AND PERFORMANCE:</b> Bidder must provide written documentation that describes their experience, from 2009 to 2017, completing dialysis, clean up and (parent and alkylated PAC) analysis of: more than 600 SPMDs (20 points), between 300 and 600 SPMDs (5 points), less than 300 SPMDs (0 points). <i>Total maximum attainable points: 20</i></p>	
	TOTAL (out of 249 points)	

QA/QC = quality assurance/quality control, SPMD = Semi-permeable Membrane Device.

### 3. Evaluation of the Financial Bid;

Once the technical evaluation scores are established for all bids, the Financial Bid will be opened and evaluated by the Contracting Authority. The technical scores will not be changed once the financial bids are opened.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

### 4. Basis of Selection

#### Lowest price per point responsive bid (70%) and Price (30%)

(a) To be declared responsive, a bid must:

- (i) comply with all the requirements of the bid solicitation
- (ii) meet all mandatory technical evaluation criteria
- (iii) obtain the required minimum of 163 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 249 points;

(b) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.

(c) 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 bid obtaining the highest technical evaluation shall be awarded 70 points; all other bids deemed acceptable shall be prorated.

The lowest technically eligible financial bid will be awarded 30 points; all other technically eligible bids will be prorated.

The sum of the technical and financial scores is used to determine the final score. The contract will be awarded to the firm obtaining the highest overall score. Where several bids are equal, the one with the highest technical rating will be selected.

$$\text{Technical Score} = \frac{\text{Bidder's Points}}{249} \times 70\% = \text{XXX}$$

$$\text{Financial Score} = \frac{\text{Lowest Bid}}{\text{Bidder's Cost}} \times 30\% = \text{XXX}$$

$$\text{Total Score} = \text{Technical Score} + \text{Financial Score}$$

**Example of calculation**

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 2490 and the lowest evaluated price is \$45,000.00

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		163/249	175/249	225/249
Bid Evaluation Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$163/249 \times 70 = 45.823$	$175/249 \times 70 = 49.196$	$225/249 \times 70 = 63.253$
	Pricing Score	$45000/55000 \times 30 = 24.545$	$45000/50000 \times 30 = 27.000$	$45000/45000 \times 30 = 30.000$
Combined Rating		70.368	76.196	93.253
Overall Rating		3rd	2nd	1st

## **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. The Bidder must complete the attached "List of Names for Integrity Verification Form" found in Annex E.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

#### **1.3 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.

The Bidder must complete the attached "Former Public Servant – Competitive Bid Form" found in Annex F.

### **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 Education and Experience**

SACC Manual Clause A3010T (2010-08-16) Education and Experience

## **PART 6 – SECURITY AND OTHER REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement associated with this solicitation.

### **2. Insurance Requirements**

#### **PWGSC SACC Manual clause G1007T (2016-01-28) Insurance – Proof of Availability Prior to Contract Award**

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

The Bidder is not required to purchase the insurance until in receipt of Notification of Contract award through a letter of intent.

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

## PART 7 - RESULTING CONTRACT

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

### Title: Analysis of Semi-permeable Membrane Devices for Polycyclic Aromatic Compounds

#### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_.

#### 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

**2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.**

General conditions 2035 is 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 14 Transportation Costs

**Delete:** In its entirety

**Insert:** "Deleted"

##### At Section 15 Transportation Carriers" Liability

**Delete:** In its entirety.

**Insert:** "Deleted"

##### At Section 20 Copyright

**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."

##### 2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract:

#### 3. Security Requirement

There is no security requirement associated with this solicitation.

#### 4. Term of Contract

##### 4.1 Period of the Contract

###### A9022C (2007-05-25) Period of the Contract

The period of the Contract is from date of Contract to\_\_\_\_\_ inclusive.

##### 4.2 Option to Extend the Contract

###### A9009C (2008-12-12) Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) 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 any time before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Will be identified at contract award.

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 announced upon contract award

The Technical Authority for the Contract is:

Will be identified at contract award.

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

##### 5.3 Contractor's Representative – to be announced upon contract award

Will be identified at contract award.

#### 6. Proactive Disclosure of Contracts with Former Public Servants - if applicable

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

###### Limitation of Expenditure

7.1.1 Canada's total liability to the Contractor under the Contract must not exceed \$\_\_\_\_\_, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.



**7.1.2** 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:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

**7.1.3** 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.

## **7.2 Terms of Payment**

H1008C (2008-05-12) Monthly Payment

## **7.3 SACC Manual Clauses**

A9117C (2007-11-30) T1204 - Direct Request by Customer Department

C0711C (2008-05-12) Time Verification

## **8. Invoicing Instructions**

**8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.** Invoices cannot be submitted until all work identified in the invoice is completed.

### **8.2 Invoices must be distributed as follows:**

The original and one (1) copy must be forwarded to the address shown on page 3, Sec. 5.2, Technical Authority, of the Contract for certification and payment.

## **9. Certifications**

### **9.1 Compliance**

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

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

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

## **10. Applicable Laws**

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

## 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) 2035 General Conditions - Higher Complexity – Services (2016-04-04) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Federal Contractors Program for Employment Equity - Certification;
- (f) Annex D, Insurance Requirements;
- (g) Annex 'E', List of Names for Integrity Verification Form
- (h) Annex 'F', Former Public Certification Certification Form
- (i) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ or as amended on \_\_\_\_\_ .

## 12. Insurance Requirements

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

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

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

## ANNEX A

### STATEMENT OF WORK

#### 1. BACKGROUND

Environment and Climate Change Canada (ECCC), in partnership with Alberta Environment and Parks (AEP), monitors water quality in the oil sands region of Canada using passive sampling devices. These semi-permeable membrane devices (SPMDs) accumulate dissolved organic compounds from the water column and may, therefore, be used to calculate time-integrated concentrations of potentially toxic compounds. The compounds in question are polycyclic aromatics, which originate from both natural and anthropogenic sources. The information generated by this component of the water quality monitoring program in the oil sands region is used to identify and report on the status and trends in water quality, to identify potential drivers of ecosystem health (e.g., benthic invertebrate community composition), and support assessment of potential effects of oil sands development on rivers and streams, thereby delivering on ECCC obligations under the Canada Water Act (1985), the Canadian Environmental Protection Act (1999), the Federal Sustainable Development Act (2008), and commitments as a member of the Oil Sands Monitoring (OSM) Program.

The SPMDs applied in this monitoring are manufactured by Environmental Sampling Technologies (<http://www.est-lab.com/>). Each consists of a polyethylene membrane filled with triolein. The membranes (also known as “films”) mimic biological organisms in the accumulation of trace level, potentially toxic and bioaccumulative organic compounds. The devices are deployed in the water and retrieved within approximately 30 days of the deployment. The collection of these samples is accompanied by a suite of quality control (QC) samples (field blanks, travel blanks, dialysis blanks, triplicates).

Semi-permeable membrane devices have been used to measure concentrations of polycyclic aromatic compounds (PACs) in the Athabasca River and tributaries since 2011. Dialysis, cleanup and analysis of the samples and blanks generated through ECCC monitoring are necessary, and comparability of the results of the analyses, with those from previous years, is paramount. The data generated will provide an indication of the concentrations of PACs within and between rivers in the region and over time, and will bolster interpretation of biological monitoring in the area, thereby supporting assessment of the potential effects of oil sands development activities on aquatic ecosystems in terms of water quality and invertebrate community form and function.

#### References:

Environmental Sampling Technologies <http://www.est-lab.com/>

EST SOP E-14, E15 :  
Environmental Sampling Technologies <http://www.est-lab.com/>

USEPA Method 3640:  
United States Environmental Protection Agency, Gel Permeation Clean-up  
[www.epa.gov/osw/hazard/testmethods/sw846/pdfs/3640a.pdf](http://www.epa.gov/osw/hazard/testmethods/sw846/pdfs/3640a.pdf)  
[www.epa.gov/osw/hazard/testmethods/sw846/pdfs/3600c.pdf](http://www.epa.gov/osw/hazard/testmethods/sw846/pdfs/3600c.pdf)

USEPA Method 1625B:  
United States Environmental Protection Agency,  
Semivolatile Organic Compounds by Isotope Dilution Gas Chromatography-Mass Spectrometry Revision B,  
<http://water.epa.gov/scitech/methods/cwa/organics/>

#### 2. MANDATE

The mandate of this work is to complete dialysis, cleanup and PAC analysis of up to 250 SPMD samples (i.e. samples and blanks) from rivers and streams in and downstream of the oil sands region of Alberta, including reference locations, delivering high quality, reliable and reproducible data. This data will be used to identify and report on the status and trends in water quality, to identify potential drivers of ecosystem health (e.g., benthic invertebrate community composition), and support assessment of potential effects of oil sands development on rivers and streams, thereby delivering on ECCC obligations under the Canada Water Act (1985), the Canadian Environmental Protection Act (1999), the Federal Sustainable Development Act (2008), and commitments as a member of the Joint Oil Sands Monitoring Program (JOSM).

The objective of this work is to, following procedures identified in this statement of work (SOW), obtain high quality, reliable and reproducible data that is generated using analytical methods that allow for the lowest reliable method detection limits. The analytical methods will apply rigorous quality assurance and quality control measures that produce PAC concentrations that are corrected for losses during dialysis, cleanup and analysis.

### 3. SCOPE OF WORK

ECCC requires dialysis, cleanup and analysis of SPMDs for parent and alkylated PACs listed in Table 1, data formatted to meet ECCC requirements, detailed description of the methods used, and reporting of analytical results including quality assurance / quality control (QA/QC) measures and results.

**Table 1. PAC analytes**

Naphthalene
Acenaphthylene
Acenaphthene
2-Methylfluorene
C2 Phenanthrenes/Anthracenes
Fluorene
Phenanthrene
Anthracene
C1 Phenanthrenes/Anthracenes
Fluoranthene
Pyrene
Benz[a]anthracene
Chrysene
Benzo[b]fluoranthene
Benzo[j,k]fluoranthenes
Benzo[e]pyrene
Benzo[a]pyrene
Perylene
Dibenz[a,h]anthracene
Indeno[1,2,3-cd]pyrene
Benzo[ghi]perylene
2-Methylnaphthalene
1-Methylnaphthalene
C1-Naphthalenes
Biphenyl
C1-Biphenyls
C2-Biphenyls
C2-Naphthalenes
1,2-Dimethylnaphthalene
2,6-Dimethylnaphthalene
C3-Naphthalenes
2,3,6-Trimethylnaphthalene
2,3,5-Trimethylnaphthalene
C4-Naphthalenes
C1-Acenaphthenes
C1-Fluorenes
1,7-Dimethylfluorene
C2-Fluorenes
C3-Fluorenes
Dibenzothiophene
C1-Dibenzothiophenes
2/3-Methyldibenzothiophenes
C2-Dibenzothiophenes
2,4-Dimethyldibenzothiophene
C3-Dibenzothiophenes
C4-Dibenzothiophenes
3-Methylphenanthrene
2-Methylphenanthrene
2-Methylantracene
9/4-Methylphenanthrene
1-Methylphenanthrene
3,6-Dimethylphenanthrene
2,6-Dimethylphenanthrene
1,7-Dimethylphenanthrene
1,8-Dimethylphenanthrene

C3-Phenanthrenes/Anthracenes
1,2,6-Trimethylphenanthrene
Retene
C4-Phenanthrenes/Anthracenes
C1-Fluoranthenes/Pyrenes
3-Methylfluoranthene/Benzo[a]fluorine
C2-Fluoranthenes/Pyrenes
C3-Fluoranthenes/Pyrenes
C4-Fluoranthenes/Pyrenes
C1-Benzo[a]anthracenes/Chrysenes
5/6-Methylchrysene
1-Methylchrysene
C2-Benzo[a]anthracenes/Chrysenes
5,9-Dimethylchrysene
C3-Benzo[a]anthracenes/Chrysenes
C4-Benzo[a]anthracenes/Chrysenes
C1-Benzofluoranthenes/Benzopyrenes
7-Methylbenzo[a]pyrene
C2-Benzofluoranthenes/Benzopyrenes
1,4,6,7-Tetramethylnaphthalene
Spikes added to membrane during manufacture (PRCs)
Anthracene-d10
Fluoranthene-d10
Dibenzo[a,h]anthracene-d14

PRC = performance reference compound

The contractor must perform, according to the procedures identified in this SOW, dialysis, cleanup and the above analyses (Table 1) on up to 250 SPMD samples. Each sample will consist of 3 membranes (i.e., composite, unless otherwise specified by ECCC). Each membrane will have been spiked by Environmental Sampling Technologies (EST) with performance reference compounds (PRC) upon manufacture and will, as such, contain Anthracene-d10, Fluoranthene-d10 and Dibenzo[a,h]anthracene-d14, at undisclosed amounts.

#### 4. TASKS

##### 4.1 Sample Receiving

ECCC will, at its own expense, deliver samples to the contractor. The contractor must confirm receipt of samples from Environment and Climate Change Canada, record and report the temperature upon arrival, and verify against the sample submission sheet. The contractor must ensure that the samples are kept frozen until such time as they are analyzed.

The contractor must handle, store and process the samples such that exposure to contamination and ultraviolet (UV) radiation are kept to a minimum. Exposure to UV radiation and potential or real contamination must be documented and detailed by the contractor and reported to the EC according “Deliverables and Acceptance Criteria and “Timeframe and Delivery Dates”

The contractor must return all shipping materials (i.e., coolers, ice packs and temperature loggers) and the stainless steel spiders (that “carry” the SPMD films and are shipped and stored in sealed tins) to the Environment and Climate Change Canada scientific authority, at ECCC expense, according to “Timeframe and Delivery Dates” and the schedule in Table 5. The contractor must archive extracts from the SPMD samples for a period 5 years.

##### 4.2 Sample Processing

###### a. **Cleaning, Dialysis and Extract Cleanup**

The contractor must clean and dialyze the SPMD samples according to procedures outlined by the manufacturer of the SPMDs (EST Standard Operating Procedure [SOP] E-14, E-15) or must use and demonstrate use of equivalent methods.

The contractor must perform extract cleanup using gel permeation chromatography (GPC) according to USEPA Method 3640 for cleanup of extracts to be analyzed for semi volatile organics, or must be completed using methods demonstrated by the contractor to be equivalent to USEPA Method 3640.

## **b. Analysis and Quantitation**

The contractor must analyze extracts from SPMD samples for the parent and alkylated PACs listed in Table 1 using gas chromatography/mass spectrometry in the selected ion monitoring mode (GC/MS SIM). The contractor must analyze independently samples for, if applicable, each ECCC project from which the samples originated. The analytes (Table 1) must be identified/confirmed using multiple ions with specific acceptance ratios (of  $\pm 20\%$ ). The analytes must be quantified based on the use of isotope dilution according to the USEPA Method 1625B for semi volatile organic compounds, using, at a minimum, the compounds listed in Table 3 as surrogates.

The contractor must complete multi-point instrument calibrations. Relative Response Factors (RRF) for each target analyte in Table 1 must be determined using PAC standards that are equivalent to, or demonstrated representative of, each target analyte and must be determined from, at a minimum, the compounds listed in Table 3. The RRFs are to be applied in the calculation of the analyte concentrations.

Sample detection limits must be no higher than 0.01 ug/sample.

The contractor must report analyte concentrations in ng/SPMD. Analyte concentrations must be accompanied by lab flags/qualifiers (in a separate column) that qualify the data, where applicable. Analyte concentrations that occur below the detection limit must be reported with a "<" symbol followed by the numerical value of the detection limit (e.g., <0.1 ng/SPMD).

Quality assurance / quality control measures must include application of calibration criteria, Standard Reference Materials, method blanks, matrix spikes and matrix spike duplicates.

## **4.3 Quality Assurance and Quality Control**

For award of contract, compatibility with previous work conducted on SPMDs under OSM must be shown by the bidder through successful participation in an interlaboratory comparison. Success will be demonstrated by results for PACs and alkylated PACs in replicate samples that are in consensus with those generated by the laboratory historically involved in analysis of the program samples.

Quality assurance and quality control measures must be taken and reported for all tasks. These measures must include:

- a. Handling, storing and processing the samples such that exposure to contamination and ultraviolet (UV) radiation are kept to a minimum. Cleaning, dialysis, GPC cleanup and analysis of SPMDs are to take place in a self-contained chemistry laboratory supplied with treated fresh air to isolate the lab's environment.
- b. Processing by individuals trained in cleaning, dialysis and extract cleanup (as they relate to SPMDs) and the use of GC/MS-SIM and isotope dilution (for organics analysis), and associated interpretation of results and corrections for loss.
- c. Processing completed as identified in this SOW
- d. Processing completed with the inclusion of calibration criteria, Standard Reference Materials, method blanks, matrix spikes and matrix spike duplicates, with data quality criteria met as presented in Table 2.
- e. The use of standards and surrogates as follows:
  - e.1 The contractor must use labeled standards and surrogates to quantify, and correct for loss of analytes during: extraction and cleanup, calibration of instruments, and quantitation/calculation of parent and alkylated PACs in SPMD samples. The contractor must document and report detailed methods and results to EC according to "Deliverables and Acceptance Criteria" and "Timeframe and Delivery Dates."
  - e.2 The contractor must use parent and alkylated PACs as standards and surrogates and must, at a minimum, use the compounds listed in Table 3 as standards and surrogates.
  - e.3 The contractor must select standards and surrogates such that there is no interference with the quantitation of the PRCs listed in Table 1 (i.e., Anthracene-d10, Fluoranthene-d10 and Dibenzo[a,h]anthracene-d14).
- f. Multi-point instrument calibrations completed and RRFs for each target analyte determined using PAC standards that are equivalent to, or demonstrated representative of, each target analyte and determined from, at a minimum, the compounds listed in Table 3.

**Table 2. Data quality objectives**

<b>PAC</b>	LCS (Blank, Spike) % recovery	Acceptable Matrix Spike % recovery	Analysis Duplicate RPD (%)
Acenaphthene	60-140	60-140	30
Acenaphthylene	60-140	60-140	30
Anthracene	60-140	60-140	30
Benz(a)anthracene	60-140	60-140	30
Benzo(a)pyrene	60-140	60-140	30
Benzo(b)fluoranthene	60-140	60-140	30
Benzo(e)pyrene	60-140	60-140	30
Benzo(b/j/k)fluoranthenes	60-140	60-140	30
Benzo(ghi)perylene	60-140	60-140	30
Benzofluoranthenes	60-140	60-140	30
Biphenyl	60-140	60-140	30
Chrysene	60-140	60-140	30
Dibenzo(ah)anthracene	60-140	60-140	30
Dibenzothiophene	60-140	60-140	30
Fluoranthene	60-140	60-140	30
Fluorene	60-140	60-140	30
Indeno(1,2,3-cd)pyrene	60-140	60-140	30
Naphthalene	60-140	60-140	30
Perylene	60-140	60-140	30
Phenanthrene	60-140	60-140	30
Pyrene	60-140	60-140	30
Retene	60-140	60-140	30
Indeno(1,2,3-cd)fluoranthene	60-140	60-140	30
C1-Acenaphthenes	60-140	60-140	30
C1-Benz(a)anthracenes/Chrysenes	60-140	60-140	30
C1-Benzofluoranthenes/Benzopyrenes	60-140	60-140	30
C1-Biphenyls	60-140	60-140	30
C1-Chrysene	60-140	60-140	30
C1-Dibenzothiophene	60-140	60-140	30
C1-Fluoranthenes/Pyrenes	60-140	60-140	30
C1-Fluorenes	60-140	60-140	30
C1-Naphthalenes	50-140	50-140	30
C1-Phenanthrenes/Anthracenes	60-140	60-140	30
C1-Phenanthrenes	60-140	60-140	30
C2-Benz(a)anthracenes/Chrysenes	60-140	60-140	30
C2-Benzofluoranthenes/Benzopyrenes	60-140	60-140	30
C2-Biphenyls	60-140	60-140	30
C2-Chrysene	60-140	60-140	30
C2-Dibenzothiophene	60-140	60-140	30
C2-Fluoranthenes/Pyrenes	60-140	60-140	30
C2-Fluorenes	60-140	60-140	30
C2-Naphthalenes	50-140	50-140	30
C2-Phenanthrenes/Anthracenes	60-140	60-140	30
C2-Phenanthrenes	60-140	60-140	30
C3-Benz(a)anthracenes/Chrysenes	60-140	60-140	30
C3-Chrysene	60-140	60-140	30
C3-Dibenzothiophene	60-140	60-140	30
C3-Fluoranthenes/Pyrenes	60-140	60-140	30
C3-Fluorenes	60-140	60-140	30
C3-Naphthalenes	60-140	60-140	30
C3-Phenanthrenes/Anthracenes	60-140	60-140	30
C3-Phenanthrenes	60-140	60-140	30
C4-Benz(a)anthracenes/Chrysenes	60-140	60-140	30
C4-Chrysene	60-140	60-140	30
C4-Dibenzothiophene	60-140	60-140	30
C4-Fluoranthenes/Pyrenes	60-140	60-140	30

C4-Fluorene	60-140	60-140	30
C4-Naphthalenes	60-140	60-140	30
C4-Phenanthrenes/Anthracenes	60-140	60-140	30
C4-Phenanthrenes	60-140	60-140	30
1,3-Dimethylnaphthalene	50-140	50-140	30
1,4-Dimethylnaphthalene	50-140	50-140	30
1,5-Dimethylnaphthalene	50-140	50-140	30
1,6-Dimethylnaphthalene	50-140	50-140	30
1,7-Dimethylnaphthalene	50-140	50-140	30
1,4,6,7-Tetramethylnaphthalene	60-140	60-140	30
1,2,5,6-Tetramethylnaphthalene	60-140	60-140	30
1,7-Dimethylfluorene	60-140	60-140	30
1,6-Dimethylphenanthrene	60-140	60-140	30
1-Methylchrysene	60-140	60-140	30
1-Methylfluorene	60-140	60-140	30
1-Methylfluoranthene	60-140	60-140	30
1-Methylnaphthalene	50-140	50-140	30
1-Methylphenanthrene	60-140	60-140	30
1,2,6-triMethylphenanthrene	60-140	60-140	30
1,2,8-triMethylphenanthrene	60-140	60-140	30
1,2,6,9-TetraMethylphenanthrene	60-140	60-140	30
1-MethylDibenzothiophene	60-140	60-140	30
1,2,3,10b-TetraHydrofluoranthene	60-140	60-140	30
2,3,5-Trimethylnaphthalene	60-140	60-140	30
2,3,6-Trimethylnaphthalene	60-140	60-140	30
2,3-Dimethylnaphthalene	50-140	50-140	30
2,6-Dimethylnaphthalene	50-140	60-140	30
2,7-Dimethylnaphthalene	60-140	60-140	30
2-Isopropylnaphthalene	60-140	60-140	30
2,8-Dimethyldibenzothiophene	60-140	60-140	30
2,4,7-Trimethyldibenzothiophene	60-140	60-140	30
2-Methylchrysene	60-140	60-140	30
2-Methylfluoranthene	60-140	60-140	30
2-Methylfluorene	60-140	60-140	30
2-Methylnaphthalene	50-140	50-140	30
2-Methylphenanthrene	60-140	60-140	30
2-MethylDibenzothiophene	60-140	60-140	30
3-Methylchrysene	60-140	60-140	30
3-Methylfluoranthene	60-140	60-140	30
3-Ethylfluoranthene	60-140	60-140	30
3-Methylphenanthrene	60-140	60-140	30
3-MethylDibenzothiophene	60-140	60-140	30
4-Methylchrysene	60-140	60-140	30
4-MethylDibenzothiophene	60-140	60-140	30
4-EthylDibenzothiophene	60-140	60-140	30
4-PropylDibenzothiophene	60-140	60-140	30
4-Methylfluorene	60-140	60-140	30
5-Methylchrysene	60-140	60-140	30
6-Methylchrysene	60-140	60-140	30
6-Ethylchrysene	60-140	60-140	30
6-n-Propylchrysene	60-140	60-140	30
6-n-Butylchrysene	60-140	60-140	30
9-Ethylfluorene	60-140	60-140	30
9-Methylfluorene	60-140	60-140	30
9-n-PropylFluorene	60-140	60-140	30
9-n-ButylFluorene	60-140	60-140	30
9-Ethylphenanthrene	60-140	60-140	30
9-Methylphenanthrene	60-140	60-140	30



**Table 3. Compounds to be used as standards and surrogates**

D8-Naphthalene	D12-Perylene
D8-Acenaphthylene	D14-Dibenzo[a,h]anthracene
D10-Acenaphthene	D12-Indeno[1,2,3,cd]pyrene
D10-Phenanthrene	D12-Benzo[ghi]perylene
D10-Fluoranthene	D10-Biphenyl
D12-Benzo[a]anthracene	D8-Dibenzothiophene
D12-Chrysene	D10-2-Methylnaphthalene
D12-Benzo[b,k]fluoranthene	D12-2,6 Dimethylnaphthalene
D12-Benzo[a,e]pyrene	D10-Pyrene
Acenaphthene	Acenaphthylene
Anthracene	Benz[a]anthracene
Benzo[b,k]fluoranthene	Benzo[ghi]perylene
Benzo[a,e]pyrene	Biphenyl
Chrysene	Dibenzo[a,h]anthracene
Fluoranthene	Fluorene
Indeno[1,2,3-cd]pyrene	1-Methylnaphthalene
2-Methylnaphthalene	Naphthalene
Perylene	Phenanthrene
Pyrene	Dibenzothiophene

#### 4.4 Meeting and Reporting

The contractor must meet by teleconference with the ECCC scientific authority at project initiation, to discuss work details and ensure clarity and mutual agreement, and on an ongoing basis as required throughout the project.

The contractor must report according to “Deliverables and Acceptance Criteria” and “Timeframe and Delivery Dates” herein.

The contractor must notify the ECCC departmental representative immediately in writing of any loss or misplacement of samples.

## 5. DELIVERABLES AND ACCEPTANCE CRITERIA

The contractor must, for all samples, provide results, defined herein as: the concentration data for analytes (i.e., those listed in Table 1) as measured by GC/MS SIM and corrected for loss using surrogates; concentration data qualifiers; QA/QC data (i.e., concentrations and percent recovery of surrogates, results for QA/QC blanks for each batch of samples, acceptance criteria for recovery and blanks); and, detection limits (i.e., sample-specific/reporting detection limit and method detection limit). These results are to be provided in two electronic formats: MS Excel and Adobe PDF and must be formatted as indicated in Table 4.

The contractor must provide chain of custody information (including sample temperature upon arrival), to the satisfaction of ECCC departmental representative.

The contractor must provide written reports (in MS Word and PDF electronic formats); one for, if applicable, each ECCC project from which samples originated. Each report must summarize and detail the methods used in dialysis, cleanup and analysis of the samples, including QA/QC, detail deviations in methods from those in their proposal, and detail in tabular format any mishaps or concerns relating to the samples (e.g., case narrative).

All correspondence and deliverables must be in English.

**IMPORTANT NOTICE;** Analysis is subject to the acceptance and/or approval of the Scientific Authority. If the analysis efficiencies do not meet specified criteria, all samples will be re-processed at the expense of the contractor and completed within three months of receiving the returned samples.

**Table 4. Electronic Data Format for Each Sample in Excel: Column headers and examples of associated data points.**

Lab Code	ClientID	SubmitterID	VMVcode	DetLim	Flag	Result	AnalysisDate
135	2013PN620041	N/A	110092	2.48	<	110	2014.07.08

**Table 4. Continued**

Station	SampleDate	SampleTime	TimeZone	LabID	Method	ReceiptDate	Station
N/A	2013.08.12	N/A or 14:35	N/A	L21633-28	N/A	2014.06.27	N/A

**Table 5: Deliverables Schedule**

Item	Approximate Number of Samples	Deliverable Due Date <sup>1</sup>
Initial meeting (to introduce project team members, review procedures and discuss schedule and deliverables)	Not applicable	Upon award of the contract
Annual Delivery #1: Approximately 100 samples delivered to contractor in the month of October.	up to approximately 100	Contractor to deliver final products/deliverables by the 01 of the following December.
Annual Delivery #2: Approximately 150 samples delivered to contractor by 30 November, annually.	Up to approximately 150	Contractor to deliver final products/deliverables by 01 of the following March.

<sup>1</sup>For details as to deliverables (i.e., results, chain of custody, written report, shipping materials and stainless steel spiders) see “Deliverables and Acceptance Criteria” herein.

**6. TIME FRAME AND DELIVERY DATES**

**Delivery #1**

Environment and Climate Change Canada (and/or representative thereof) will deliver approximately 100 samples to the contractor before 31 October, annually. The contractor must complete all of the requirements according to “Tasks” and deliver the results according to “Deliverables and Acceptance Criteria” to the ECCC departmental representative no later than the 1<sup>st</sup> of the following December.

**Delivery #2**

Environment and Climate Change Canada will deliver approximately 150 samples to the contractor on or before 30 November, annually. The contractor must complete all of the requirements according to “Tasks” and deliver the results according to “Deliverables and Acceptance Criteria” to the ECCC departmental representative no later than the 1<sup>st</sup> of the following March.

**7. DEPARTMENTAL REPRESENTATIVE**

Will be identified at contract award

**APPENDIX A. PAC analytes**

Naphthalene	C1-Biphenyls
Acenaphthylene	C2-Biphenyls
Acenaphthene	C1-Acenaphthenes
2-Methylnaphthalene	C1-Fluorenes
1-Methylnaphthalene	C2-Fluorenes
Fluorene	C3-Fluorenes
Phenanthrene	C1-Dibenzothiophene
Anthracene	C2-Dibenzothiophene
Fluoranthene	C3-Dibenzothiophene
Pyrene	C4-Dibenzothiophene
Benzo(a)anthracene	C1-Fluoranthenes/Pyrenes
Chrysene	C2-Fluoranthenes/Pyrenes
Benzo(b)fluoranthene	C3-Fluoranthenes/Pyrenes
Benzo(j/k)fluoranthenes	C4-Fluoranthenes/Pyrenes
Benzo(a)pyrene	C1-Benzo(a)anthracenes/Chrysenes
Benzo(e)pyrene	C2-Benzo(a)anthracenes/Chrysenes
Dibenzo(ah)anthracene	C3-Benzo(a)anthracenes/Chrysenes
Indeno(1,2,3-cd)pyrene	C4-Benzo(a)anthracenes/Chrysenes
Benzo(ghi)perylene	C1-Benzofluoranthenes/Benzopyrenes
Dibenzothiophene	C2-Benzofluoranthenes/Benzopyrenes
C1-Naphthalenes	Perylene
C2-Naphthalenes	Dibenzothiophene
C3-Naphthalenes	Retene
C4-Naphthalenes	Biphenyl
C1-Phenanthrenes/Anthracenes	Spikes added in manufacture (PRCs)
C2-Phenanthrenes/Anthracenes	Anthracene-d10
C3-Phenanthrenes/Anthracenes	Fluoranthene-d10
C4-Phenanthrenes/Anthracenes	Dibenzo[a,h]anthracene-d14
C1-Benzo(b,k)fluoranthene/methylbenzo(a)pyrene	

**APPENDIX B. Deuterated Standards and Surrogates**

D8-Naphthalene	D12-Perylene
D8-Acenaphthylene	D14-Dibenzo[a,h]anthracene
D10-Acenaphthene	D12-Indeno[1,2,3,cd]pyrene
D10-Phenanthrene	D12-Benzo[ghi]perylene
D10-Fluoranthene	D10-Biphenyl
D12-Benzo[a]anthracene	D8-Dibenzothiophene
D12-Chrysene	D10-2-Methylnaphthalene
D12-Benzo[b,k]fluoranthene	D12-2,6 Dimethylnaphthalene
D12-Benzo[a,e]pyrene	D10-Pyrene

**ANNEX B**

**BASIS OF PAYMENT/FINANCIAL BID EVALUATION SHEET**

For the Work described in Annex A – Statement of Work, this basis of payment applies:

**BASIS OF PAYMENT AND INVOICING INSTRUCTIONS**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work in accordance with the rates outlined in the Contractor's Proposal dated \_\_\_\_\_ as follows:

**Table 1.1 Original Contract Year - 1 July 2018 – 31 March 2019**

Number of Samples	Sample Process <sup>1</sup> Unit Price and Written Report Unit Price	Total Cost Total (E) = (A)*(B) + (C)*(D)
250 samples (ESTIMATE) (A)	_____ \$ (B); per "sample process" unit)	_____ \$ (E)
2 written reports (C)	_____ \$ (D); per written report unit)	

<sup>1</sup> Includes, for each sample: all sample processing, shipping and travel incurred to receive and return samples, archiving extracts, and QAQC.

In the event that additional goods or services beyond the scope identified is requested by the Departmental Representative(s), this will be agreed upon in advance and will be completed in accordance with above rates, subject to approval by the Departmental Representative(s).

Invoice(s) must clearly show the inclusive period of work covered, the invoice number (i.e. Invoice #1), a breakdown of the deliverables received and the rate, address where payment will be sent to, business number, with the electronic data as support document, as applicable.

Charges will be accepted as the work proceeds but in no event shall the total cost exceed \$xxxx.00 (GST extra, if applicable) without prior approval from the Contracting Authority.

**Method of Payment**

The Contractor shall be paid following the submission of invoice(s) and upon acceptance by the Departmental Representative for the services rendered/deliverable received and in accordance with the terms described herein.

**Option to Extend the Contract**

Should Canada avail of the renewal option period, The Contractor shall be paid according to the firm prices specified below, to perform all the Work in relation to the Contract extension. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**Table 1.2 Renewal Option Year 1 - 1 April 2019 – 31 March 2020**

Number of Samples	Sample Process <sup>1</sup> Unit Price and Written Report Unit Price	Total Cost Total (E) = (A)*(B) + (C)*(D)
250 samples (ESTIMATE) (A)	_____ \$ (B); per "sample process" unit)	_____ \$ (E)
2 written reports (C)	_____ \$ (D); per written report unit)	

**Table 1.3 Renewal Option Year 2 - 1 April 2020 – 31 March 2021**

Number of Samples	Sample Process <sup>1</sup> Unit Price and Written Report Unit Price	Total Cost Total (E) = (A)*(B) + (C)*(D)
250 samples (ESTIMATE) (A)	_____ \$ (B); per “sample process” unit)	_____ \$ (E)
2 written reports (C)	_____ \$ (D); per written report unit)	

**Table 1.4 Renewal Option Year 3 - 1 April 2021 – 31 March 2022**

Number of Samples	Sample Process <sup>1</sup> Unit Price and Written Report Unit Price	Total Cost Total (E) = (A)*(B) + (C)*(D)
250 samples (ESTIMATE) (A)	_____ \$ (B); per “sample process” unit)	_____ \$ (E)
2 written reports (C)	_____ \$ (D); per written report unit)	

**Table 1.5 Total Original + 3 Renewal Options**

July 1, 2018 – March 31, 2019	\$
April 1, 2019 – March 31, 2020	\$
April 1, 2020 – March 31, 2021	\$
April 1, 2021 – March 31, 2022	\$
Total	\$

**Limitation of Expenditure**

- a) Canada's total liability to the Contractor under the Contract must not exceed the amount shown above including all Customs duties and applicable taxes.
- 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.
- 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.

## ANNEX C

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour. **OR**
  - A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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

## ANNEX D

### INSURANCE REQUIREMENTS

1. **The Contractor must obtain Commercial General Liability Insurance**, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**send to:**

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

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

**2. The Contractor must obtain All Risks Property insurance** while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$1,000,000.00. The Government's Property must be insured on a replacement cost (new) basis.

1. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
2. The All Risks Property insurance policy must include the following:
  - a. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.

Loss Payee: Canada as its interest may appear or as it may direct.

- b. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment and Climate Change Canada (ECCC) and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

**3. Error and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:  
Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



**ANNEX E**  
**INTEGRITY REGIME**

Bidder must complete the attached List of Names for Integrity Verification Form.

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.<sup>1</sup> / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.<sup>1</sup>

\* Informations obligatoires / Mandatory Information

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

**1 Liste des noms :** Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

**List of names:** All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

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


## ANNEX F

### FORMER PUBLIC SERVANT – COMPETITIVE BID FORM

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.

\_\_\_\_\_  
Name and Signature

\_\_\_\_\_  
Date