



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b> 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 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 CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> Analyses of Contaminants on Fish Tissues</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000038980</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2018.09.13</b></p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b>  at – à 10:00 A.M. on – le 2018.10.23</p>	<p><b>Time Zone – Fuseau horaire</b>  P.S.T.</p>	
	<p><b>F.O.B – F.A.B</b></p>		
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Angelina Garcia Contracting Authority Environment Canada 201 – 401 Burrard Street Vancouver, BC V6C 3S5 Email: Angelina.Garcia@canada.ca</p>		
	<p><b>Telephone No. – N° de téléphone</b> 604-664-9114</p>	<p><b>Fax No. – N° de Fax</b> 604-713-9867</p>	
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2018.11.01 – 2019.10.31</p>		
	<p><b>Destination - of Services / Destination des services</b> Ontario</p>		
	<p><b>Security / Sécurité</b> There is no security requirement associated with this solicitation.</p>		
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>			
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>		
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>			
<p><b>Signature</b></p>	<p><b>Date</b></p>		

## **TABLE OF CONTENTS**

### **PART 1 – INFORMATION**

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

### **PART 2 – BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former public servants – Competitive Bid
4. Enquiries – Bid Solicitation
5. Applicable Laws

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

1. Bid Preparation Instructions

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

1. Evaluation Procedures
2. Basis of Selection

### **PART 5 – CERTIFICATIONS**

1. Certifications Required Precedent to Contract Award
2. Certifications Required with the Bid (*if applicable*)

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

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

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

Annex A	Statement of Work
Annex B	Basis of Payment
Annex C	List of Names for Integrity Verification Form
Annex D	Federal Contractors Program for Employment Equity - Certification
Annex E	Former Public Servant – Competitive Bid Form

## **Title: ANALYSES OF CONTAMINANTS ON FISH TISSUES**

### **PART 1 – GENERAL INFORMATION**

#### **1. Security Requirement**

1.1 There is no security requirement associated with this requirement.

#### **2. Statement of Work**

The Work to be performed is detailed in the Statement of Work of the resulting contract.

#### **3. Debriefings**

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

### **PART 2 – BIDDER INSTRUCTIONS**

#### **1. Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

##### **Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

##### **At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** In its entirety

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

##### **At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

##### **At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

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

**Delete:** In its entirety

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

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

**Delete:** In their entirety

**Insert:** "Deleted"

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

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

**Insert:** "Deleted"

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

**Delete:** In its entirety

**Insert:** "Deleted"

**2. Submission of Bids**

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

**3. Former Public Servant – Competitive Bid**

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

**Definitions**

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

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

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

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

**Former Public Servant in Receipt of a Pension**

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive

disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) 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.

## **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 hard copy)  
Section II:           Financial Bid (1 hard copy)  
Section III:          Certifications (1 hard copy)

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

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

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

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

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

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

#### **1.1 Price Breakdown**

In their financial bid, the bidders are requested to provide a detailed breakdown of the price for the following elements for the 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. *(Insert the following if applicable: "These items will be deliverable to Canada upon completion of the contract. ")*
- (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 the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

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

### **Section III - Certifications**

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

Bidders must provide the required certifications Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

#### 1.1 Technical Evaluation

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

#### 1.2 Technical Evaluation

##### 1.2.1 Mandatory Technical Criteria

Any proposal which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration. The words "shall", "must", "essential", "will" and "required" in the RFP are to be interpreted as mandatory requirements.

The bidder must include sufficient details and documentation to demonstrate its experience and ability to meet the following mandatory criteria.

	Technical Criteria	Indicate yes/no	Clearly indicate page reference within Request for Proposal
<b>M1</b>	Bidding laboratories must have accreditation obtained from an accrediting body that is signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Agreement ILAC MRA, using the internationally recognized criteria and procedures outlined in ISO/IEC 17025:2017 (General requirements for competence of testing and calibration laboratories). Certification or copy of accreditation required at submission of proposal.		
<b>M2</b>	Bidder must have at least 3 years of experience (within the last 5 years) in conducting ultra-trace analysis of organic contaminants in aquatic biota. Bidder must provide a resume of experience demonstrating projects that have been completed over the past 5 years for organic contaminants in aquatic biota.		
<b>M3</b>	Bidder must provide proof of lab performance <u>with biota samples</u> with the submission of a set of recent (past 12 months) lab blank results derived from biota analysis, for parameters of interest listed in Appendix "A", and including the recovery of surrogates.		
<b>M4</b>	Bidder must have demonstrated experience in Performance Evaluation Testing for some or all parameter groups listed in Appendix "A" to be assessed from the supply of examples of performance evaluation data <u>conducted for the parameters of interest in biological tissues</u> over the last 5 years		
<b>M5</b>	Bidder must indicate that they have the capacity to store samples, prior to analysis, in -20°C freezers (or colder). Please supply a listing of all facilities that are available for sample storage at the required temperature or a Quality Assurance plan outlining these facilities. Listing must be signed off by an authorized personnel.		
<b>M6</b>	Bidder must demonstrate and certify that the capacity (instrumentation and project personnel organization chart) exists within the organization to conduct the analysis on the homogenized sample in house and that they will not subcontract other laboratories for this mandate.		

## 1.2.2 Point Rated Technical Criteria

Maximum 104 points, minimum 60 points.

	Technical Criteria	Total maximum points																														
	<b>EXPERIENCE</b> (max 28 points)																															
<b>PR1</b>	<p><b>Demonstrated experience with analysis of whole fish homogenates for all parameters identified in Appendix “A”.</b>  <i>Submit copies of scopes of accreditation (ISO/IEC 17025 or equivalent) for the analysis of parameters of interest in biological tissue samples. Accreditation in other media will not be considered. (Max 8 points)</i></p> <table> <tr> <td>Accredited for PBDEs</td> <td>2</td> </tr> <tr> <td>Accredited for HBCDD isomers</td> <td>2</td> </tr> <tr> <td>Accredited for listed Halogenated Flame Retardants</td> <td>2</td> </tr> <tr> <td>Accredited Alkylphenols</td> <td>2</td> </tr> </table>	Accredited for PBDEs	2	Accredited for HBCDD isomers	2	Accredited for listed Halogenated Flame Retardants	2	Accredited Alkylphenols	2																							
Accredited for PBDEs	2																															
Accredited for HBCDD isomers	2																															
Accredited for listed Halogenated Flame Retardants	2																															
Accredited Alkylphenols	2																															
<b>PR2</b>	<p><b>Demonstrated experience in analyzing whole fish homogenate samples for the parameters of interest over a broad range of concentrations similar to those found in both pristine and contaminated environments.</b>  <i>Submit a summary of previous <u>relevant</u> work including experience in analyzing/processing whole fish homogenate samples collected from both pristine and contaminated environments (Max 20 points)</i></p> <table border="1"> <thead> <tr> <th></th> <th>Extensive experience (&gt;= 2000 samples)</th> <th>Good experience (between 1000 and 2000 samples)</th> <th>Some experience (Between 500 and 1000 samples)</th> <th>Minmal experience (between 150 and 500 samples)</th> <th>Poor experience (&lt;=150 samples)</th> </tr> </thead> <tbody> <tr> <td>PBDEs</td> <td>10</td> <td>6</td> <td>4</td> <td>2</td> <td>0</td> </tr> <tr> <td>HBCDD</td> <td>5</td> <td>3</td> <td>2</td> <td>1</td> <td>0</td> </tr> <tr> <td>Other Flame retardants</td> <td>3</td> <td>2</td> <td>1</td> <td>0.5</td> <td>0</td> </tr> <tr> <td>Alkyphenols</td> <td>2</td> <td>1.5</td> <td>1</td> <td>0.5</td> <td>0</td> </tr> </tbody> </table>		Extensive experience (>= 2000 samples)	Good experience (between 1000 and 2000 samples)	Some experience (Between 500 and 1000 samples)	Minmal experience (between 150 and 500 samples)	Poor experience (<=150 samples)	PBDEs	10	6	4	2	0	HBCDD	5	3	2	1	0	Other Flame retardants	3	2	1	0.5	0	Alkyphenols	2	1.5	1	0.5	0	
	Extensive experience (>= 2000 samples)	Good experience (between 1000 and 2000 samples)	Some experience (Between 500 and 1000 samples)	Minmal experience (between 150 and 500 samples)	Poor experience (<=150 samples)																											
PBDEs	10	6	4	2	0																											
HBCDD	5	3	2	1	0																											
Other Flame retardants	3	2	1	0.5	0																											
Alkyphenols	2	1.5	1	0.5	0																											
	<b>DATA QUALITY</b> (max 40 points)																															
<b>PR3</b>	<p><b>Demonstrated ability to achieve appropriate detection limits with 20 gram (or less) tissue samples using low point calibration and laboratory blanks to meet data quality objectives. Blank correction or subtractions for determination of sample concentration are not to be used.</b>  <i>Detection Limits: Provide tabulated Estimated Detection Limits (EDLs), defined as 2.5:1 signal to noise ratio in real samples, for the first field sample reported from the last 10 batches of biological tissue samples prior to the posting if this RFP as reported to the client for the parameters listed in Appendix “A”.</i>  <i>Blanks: Provide tabulated laboratory method blank data provided for a project (or projects) which provided analyses for low level biological tissue samples from the prior 10 batches and as reported to the client prior to the RFP release for the parameters listed in Appendix “A”</i></p> <p>Data Quality Objectives:</p> <table> <tr> <td>Parameter</td> <td>EDL</td> </tr> <tr> <td>PBDE congeners</td> <td>≤ 0.10 ng/g</td> </tr> <tr> <td>HBCDD isomers</td> <td>≤ 0.15 ng/g</td> </tr> <tr> <td>Other flame retardants</td> <td>≤ 0.30 ng/g</td> </tr> <tr> <td>Alkyphenols</td> <td>≤ 10 ng/g</td> </tr> </table> <p><b>Notes:</b> PBDEs scoring for PR4 will be based on 5 congeners (BDE-47, -99, -100, -153, and -154)</p> <p>Submit recent (within the last year) Method Detection Limits, method blank data and calibration information for methods for all parameters listed in “A”.</p>	Parameter	EDL	PBDE congeners	≤ 0.10 ng/g	HBCDD isomers	≤ 0.15 ng/g	Other flame retardants	≤ 0.30 ng/g	Alkyphenols	≤ 10 ng/g																					
Parameter	EDL																															
PBDE congeners	≤ 0.10 ng/g																															
HBCDD isomers	≤ 0.15 ng/g																															
Other flame retardants	≤ 0.30 ng/g																															
Alkyphenols	≤ 10 ng/g																															



	<p><b>BLANKS (must meet DQO in RFP)</b></p> <p>PBDEs based on five congeners: BDE47, BDE99, BDE100, BDE153, BDE154</p> <p>HBCDD isomers (alpha-, beta-, gamma-)</p> <p>Other halogenated flame retardants</p> <p>Alkylphenols</p> <p><b>Total Available</b></p>	<p>All blank levels for specified analytes are more than 10x lower than DQOs</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>20</p>	<p>All blank levels for specified analytes are between 3x and 10x lower than DQOs</p> <p>2.5</p> <p>2.5</p> <p>2.5</p> <p>2.5</p>	<p>Not provided or all blank levels for specified analytes are less than 3x lower than DQOs</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p>																										
	<p><b>DETECTION LIMITS (must meet DQO in RFP)</b></p> <p>PBDEs based on five congeners: BDE47, BDE99, BDE100, BDE153, BDE154</p> <p>HBCDD isomers (alpha-, beta-, gamma-)</p> <p>Other halogenated flame retardants</p> <p>Alkylphenols</p> <p><b>Total Available</b></p>	<p>&lt;=DQO</p> <p>5</p> <p>5</p> <p>5</p> <p>5</p> <p>20</p>	<p>&gt;DQO</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p>	<p>not provided</p> <p>0</p> <p>0</p> <p>0</p> <p>0</p>																										
	<b>QUALITY CONTROL (max 26 points)</b>																													
<b>PR4</b>	<p><b>Demonstrate extent of the use of surrogate spikes, as well as Certified Reference Material (CRMs) and Standard Reference Material (SRMs). Preference will be given for methodologies that utilize <sup>13</sup>C or other stable isotope labelled surrogates to assess and ensure data quality.</b></p> <p><i>Identify all surrogates, CRMs and SRMs to be used</i></p> <p>Use of Isotope dilution internal <sup>13</sup>C - external spike; CRM-SRM; Method spikes; and lab spikes</p> <p>Use of CRM-SRM; Method spikes; and lab spikes</p> <p>Use of Method spikes; and lab spikes</p> <p><b>Total Available</b></p>			<p>10</p> <p>7</p> <p>4</p> <p>10</p>																										
<b>PR5</b>	<p><b>Percent recovery of surrogate and native spikes in spiked blank and matrix control samples and SRMs, as determined with blank samples.</b></p> <p><i>Provide tabulated recovery of surrogate spikes and reported values for spiked blank and matrix control samples as reported to the client for the last 10 batches of biological tissue samples prior to the release of this RFP for the parameters listed in Appendix "A" (within the last year). (6 points)</i></p> <p>Submit recent data (within the last year).</p>				<table border="1"> <thead> <tr> <th></th> <th></th> <th>Recovery</th> <th>Precision</th> <th>Accuracy</th> </tr> </thead> <tbody> <tr> <td>Rec between 80-120%; P&amp;A +/- 20%</td> <td>2</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Rec between 60-80% or 120-150%; P&amp;A +/- 21-39%</td> <td>1</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Rec &lt;= 50% or &gt;150%; P&amp;A +/- &gt;40%</td> <td>0</td> <td></td> <td></td> <td></td> </tr> <tr> <td><b>Total Available</b></td> <td><b>6</b></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Recovery	Precision	Accuracy	Rec between 80-120%; P&A +/- 20%	2				Rec between 60-80% or 120-150%; P&A +/- 21-39%	1				Rec <= 50% or >150%; P&A +/- >40%	0				<b>Total Available</b>	<b>6</b>			
		Recovery	Precision	Accuracy																										
Rec between 80-120%; P&A +/- 20%	2																													
Rec between 60-80% or 120-150%; P&A +/- 21-39%	1																													
Rec <= 50% or >150%; P&A +/- >40%	0																													
<b>Total Available</b>	<b>6</b>																													
<b>PR6</b>	<p><b>Effectiveness of quality control program as demonstrated in relevant performance evaluation studies for the parameters of interest listed in Appendix "A" in biological tissues.</b></p> <p><i>Provide a list of all relevant performance evaluation studies and scores within the last five years for the parameters listed in Appendix "A". (10 points)</i></p> <p>One point will be given for each PE study receiving a successful rating for 90% or more of the target analytes included in the study up to the maximum score indicated for each parameter group. Only studies using biological tissues will be included.</p>																													

	Parameter	Max Score	
	PBDEs	3	
	HBCDD	3	
	Other halogenated flame retardants	2	
	Alkylphenols	2	
	<b>Total Available</b>	<b>10</b>	
<b>PROJECT MANAGEMENT (max 10 points)</b>			
<b>PR7</b>	<b>Bidder's organization and personnel, its relevant experience in project management, contract supervision; facilities and equipment.</b>		
	<i>The Bidder should demonstrate the background experience and resource capabilities of its organization and key personnel as it relates to this requirement.</i>		
	Excellent	10	Sufficient information provided on personnel on (a ) key staff, (b) project management (system to ensure work can be completed) , and (c) facilities and (d)equipment which ensure the success of the contract
	Very Good	8	Sufficient information provided for 3 of (a) (b) (c) and (d) and some information on the fourth which ensure the success of the contract
	Good	5	Sufficient information provided for 2 of (a) (b) (c) and (d) and some information on the other two which ensure the success of the contract
	Poor	1	Sufficient information provided for 2 of (a) (b) (c) and (d) which ensure the success of the contract
	Unsatisfactory	0	Sufficient information not provided for at least two of (a) (b) (c) and (d) which ensure the success of the contract
	<b>Total Available</b>	<b>10</b>	
<b>TOTAL AVAILABLE POINTS (max 104 points)</b>			

### 1.3 Financial Evaluation

#### 1.3.1 Evaluation of Price

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

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

The actual number of samples to be analysed under this RFP are not exactly known. For the purposes of financial evaluation the price will be based on providing the following services over the three (one + 2 option) years of the contract:

	Estimated # of samples		
	Year 1	Year 2	Year 3
PBDE congeners	160	160	160
HBCDD isomers	160	160	160
Other halogenated flame retardants	40	40	40
Alkylphenols	40	40	40

The price of each bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded. Customs duties and Excise taxes included, if applicable. Bidder shall provide the cost per analysis for each parameter indicating any co-extraction discounts.

## 2. Basis of Selection - Highest Combined Rating of Technical Merit and Price

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

- (c) obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 104 points.

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70:30 ratio of technical merit and price, respectively. The total available points equal 104 and the lowest evaluated price is \$45,000 (45).

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

	Bidder		
	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	84/104	75/104	92/104
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$84/104 \times 70 = 56.54$	$75/104 \times 70 = 50.48$	$92/104 \times 70 = 61.92$
Pricing Score	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 24.30$	$45/45 \times 30 = 30.00$
Combined Rating	83.08	74.78	91.92
Overall Rating	2nd	3rd	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 (Annex C)**

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

### **1.2 Federal Contractors Program for Employment Equity - Bid Certification (Annex D)**

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

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

### **1.3 Former Public Servant – Competitive Bid (Annex E)**

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.

## **2. Additional Certifications Required Precedent to Contract Award**

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

### **2.1 Status and Availability of Resources**

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

---

Name and Signature

---

Date

## 2.2 Education and Experience

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

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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

\_\_\_\_\_  
Date

## PART 6 - RESULTING CONTRACT

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation (*at contract award, delete this sentence and insert the title*).

**Title:** *Analyses of Contaminants on Fish Tissues*

### 1. Security Requirement

1.1 There is no security requirement applicable to this Contract.

### 2. Statement of Work

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

### 3. Standard Clauses and Conditions

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

#### 3.1 General Conditions

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

General conditions 2010B is modified as follows:

#### At Section 12 Transportation Costs

**Delete:** In its entirety

**Insert:** "Deleted"

#### At Section 13 Transportation Carriers' Liability

**Delete:** In its entirety.

**Insert:** "Deleted"

#### At Section 18, Confidentiality:

**Delete:** In its entirety

**Insert:** "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the

Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.”

#### 4. Term of Contract

##### 4.1 Period of the Contract

The Work is to be performed during the period of November 1, 2018 to October 31, 2019.

#### 5. Authorities

##### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Angelina Garcia
Title:	Procurement Specialist
Organization:	Environment Canada
Address:	201 – 401 Burrard Street, Vancouver, BC V6C 3S5
Telephone:	604-664-9114
Facsimile:	604-713-9867
E-mail address:	Angelina.Garcia@canada.ca

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

##### 5.2 Technical Authority

The Technical Authority for the Contract is:

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

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

##### 5.3 Contractor's Representative

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 \$\_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

### 7.2 PWGSC SACC Manual clauses

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

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5<sup>th</sup> Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- 2.
3. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

## 8 Invoicing Instructions

### 8.1 Progress Payments

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
- (b) Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to \_\_\_\_\_ percent of the amount claimed and approved by Canada if:
  - (i) an accurate and complete claim for payment in the form of an itemized account and any other documents required by the Contract is submitted in accordance with the invoicing provisions of the Contract;
  - (ii) the amount claimed is in accordance with the basis of payment;
  - (iii) the total amount for all progress payments paid by Canada does not exceed \_\_\_\_\_ percent of the total amount to be paid under the Contract;
  - (iv) all such documents have been verified by Canada;
  - (v) the work delivered has been accepted by Canada.
- (c) The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work and deliverable items required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- (d) Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the

performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

## 9. Certifications A3015C 2014-06-26

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.

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



**ANNEX A**  
**STATEMENT OF WORK**

**1. Purpose:**

The Contractor hereby agrees to:

Provide analytical services including the results of analyses and extracts

**2. Objective:**

To engage the services of a Contractor with the personnel, equipment, materials and supplies to perform analyses on fish samples based on identified testing parameters.

**3. Background:**

Environment and Climate Change Canada's (ECCC) Freshwater Quality Monitoring and Surveillance program monitors and reports on the long-term status and trends of contaminants fish collected from water bodies across Canada. This Request for Proposal (RFP) will cover the analyses for several contaminants of concern to support the activities of the program. ECCC will be responsible for the collection, preparation and shipping of the fish samples; while the Contractor will be responsible for the analysis of prepared fish samples. Samples will be shipped frozen from ECCC to the Contractor's laboratory. The Contractor must demonstrate that they have the capacity and facilities to store samples frozen upon receipt to maintain sample integrity.

Under this RFP, the Contractor is being asked to provide analytical services including the results of analyses and extracts to ECCC as and when requested during the period of the contract (one + 2 option years). Given the nature of catching fish, ECCC cannot guarantee the number of samples that will be submitted for analysis in any given year.

All analyses will be performed on whole body homogenates of fish as and when requested, for some or all parameters listed.

Parameters of Interest:

- Polybrominated diphenyl ethers
- Hexabromocyclododecane
- Other halogenated flame retardants
- Alkylphenols
  
- % lipid and % moisture for each sample submitted

Analyses for more than one parameter group may be requested per sample.

**4. The Work**

The Contractor shall perform the the analytical services which may include some or all of the following tasks:

Solvent extraction, clean-up, and analysis of homogenized whole fish samples using methods appropriate for quantification of some or all of the parameters listed in detail in Appendix "A".

The analytical services will include the submission of reports of the analytical results as well as the return of all extracts from all analyses to Environment Canada.

Field duplicates are to be considered as samples. Method blanks and laboratory replicate analyses are to be conducted as part of the contractors QA/QC program, and are not to be considered as samples submitted.

Samples are to be analysed in a batch system, with each batch consisting of a matrix blank, a spiked matrix sample and no more than 21 samples. Blank corrections or blank subtractions are not to be used.

All analyses must use a low-point calibration method which involves running a calibration standard with each sample set that is at or slightly above (~3 times) the reported method detection limit to demonstrate that the method meets the reported detection limit for the parameter group of interest. This information is to be reported with the sample set. An example of a recent report demonstrating this capability is required when the method detection limits are submitted for evaluation.

Data generated will be incorporated into existing datasets for statistical treatments to determine spatial and temporal trends of contaminants in fish located in water bodies across Canada. Some monitoring stations are located in northern Canada where concentrations of many contaminants are close to trace levels.

Due to the limited quantity and value of the samples covered in this RFP, all analyses and method detection limits must be performed and achieved on a total sample mass not exceeding 20 grams.

**5. Data and Deliverables:**

The Contractor shall provide data reports (Task 1) or extracts (Task 2) to Environment Canada within 8 weeks following receipt of samples. Data reports are to include:

- Total mass of each analyte in the sample
- Total mass of each analyte in the blank
- Minimal detectable mass of each analyte (detection limit) with low level calibration standard
- Analyte concentration in each sample
- Internal and surrogate standard recoveries

These data are to be reported in adjoining columns in a spreadsheet (Microsoft Excel or compatible format). Analyte mass may be reported in nano or pico grams depending on the particular analyte. The volume processed for each sample, in grams, will be provided by the contractor to determine sample concentration. QA data such as % recoveries of surrogate spikes (SRMs & CRMs) should also be reported.

The remaining portion of all extracts will be returned to the submitter at the same time as the data report (i.e. the shipping date should be within the 8 week-turnaround).

A signed data report, in .pdf format, which includes a narrative documenting any problems with the set of samples or data, including any corrective actions taken, resolutions, and explanation of any flagged data will serve as the hard copy. Chain of custody and sample submittal documentation is also to be provided by the contractor in standard format; this data deliverable is also subject to the 8 week turnaround.

Note:

Based on results obtained during the sampling program, the emergence of other toxic chemicals of concern, as well as, the level of funding, the specific parameter groups required, at a given sampling site, may be altered. The contract laboratory will be paid based on the specific parameter groups requested, for the given number of samples submitted by ECCC, and subsequently analyzed by the contractor.

**6. Departmental Support:**

ECCC will provide the frozen fish samples for analysis in any given year.

**7. Acceptance Criteria:**

The Departmental Representative shall accept the work on behalf of the Crown.

**8. Work Location:**

The work will be performed in the Contractor's laboratory. The Contractor must provide that their laboratory has the capacity and facilities to store samples frozen upon receipt to maintain sample integrity.

**9. Travel:**

Travel is not required and any travel costs will not be reimbursed.

**10. Departmental Representative**

The Departmental Representative will be identified at contract award.

**APPENDIX “A”: Specific Parameter of Interest**  
*Polybrominated diphenyl ethers (PBDE) congeners*

BR2-DPE-7	BR5-DPE-99
BR2-DPE-8/11	BR5-DPE-100
BR2-DPE-12/13	BR5-DPE-105
BR2-DPE-15	BR5-DPE-116
BR3-DPE-17/25	BR5-DPE-119/120
BR3-DPE-28/33	BR5-DPE-126
BR3-DPE-30	BR6-DPE-128
BR3-DPE-32	BR6-DPE-138/166
BR3-DPE-35	BR6-DPE-140
BR3-DPE-37	BR6-DPE-153
BR4-DPE-47	BR6-DPE-154
BR4-DPE-49	BR6-DPE-155
BR4-DPE-51	BR7-DPE-181
BR4-DPE-66	BR7-DPE-183
BR4-DPE-71	BR7-DPE-190
BR4-DPE-75	BR8-DPE-203
BR4-DPE-77	BR9-DPE-206
BR4-DPE-79	BR9-DPE-207
BR5-DPE-85	BR9-DPE-208
	BR10-DPE-209

*Hexabromocyclododecane (HBCDD)*

alpha-HBCDD
beta-HBCDD
gamma-HBCDD

*Other halogenated flame retardants*

Substance name	Abbrev.
Hexabromobenzene	HBB
Pentabromotoluene	PBT <sub>o</sub>
2,3,5,6-Tetrabromo-p-xylene	pTBX
Dechlorane Plus (syn- and anti-)	DP
Decabromodiphenylethane	DBDPE
Allyl 2,4,6-tribromophenyl ether	ATE
2-bromoallyl-2,4,6-tribromophenyl ether	BATE
1,2,3,4,5-pentabromo benzene	PBB <sub>e</sub>
tetrabromo-o-chlorotoluene	TBCT
2,3-dibromopropyl-2,4,6-tribromophenyl ether	DPTE
2,2',4,5,5'-pentabromobiphenyl	BB-101
pentabromobenzyl acrylate	PBBA
2-ethylhexyl-2,3,4,5-tetrabromobenzoate	EHTBB
bis(2-ethyl-1-hexyl)tetrabromophthalate	BEHTBP
Octabromotrimethylphenylindane	OBIND
Pentabromoethylbenzene	PBEB
1,2-Bis(2,4,6-tribromophenoxy)ethane	BTBPE

*Alkylphenols*

4-Nonylphenol
4-Nonylphenol monoethoxylate
4-Nonylphenol diethoxylate
4-n-Octylphenol

**ANNEX B**

**BASIS OF PAYMENT**

The following clauses and conditions apply to and form part of the Basis of Payment of the contract resulting from the bid solicitation *(at contract award, delete this sentence and insert the title)*.

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

The actual number of samples to be analysed under this RFP are not exactly known. For the purposes of financial evaluation the price will be based on providing the following services over the three (one + 2 option) years.

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

**A- For Contract Period (From November 1, 2018 to October 31, 2019 )**

**1.0 Professional Fees:** at all inclusive fixed rates as follows:

Type of Analyses	Estimated quantities for analyses	Unit Cost	Extended Price
PBDE congeners	160		
HBCDD isomers	160		
Other halogenated flame retardants	40		
Alkylphenols	40		
Total Estimated Cost (A)			

**Total Estimated Cost of Professional Fees:** \$ \_\_\_\_\_ *(insert amount at contract award)*

**2.0 Total Estimated Cost for the Contract Period:** \$ \_\_\_\_\_ *(insert amount at contract award)*

With the exception of the all-inclusive fixed time rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Technical Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure.

**B- Option to Extend the Term of the Contract**

During the extended period of the Contract, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

**B.1 FY 2019/20 Extended Contract Period (From November 1, 2019 to October 31, 2020 )**

Type of Analyses	Estimated quantities for analyses	Unit Cost	Extended Price
PBDE congeners	160		
HBCDD isomers	160		
Other halogenated flame retardants	40		
Alkylphenols	40		
Total Estimated Cost (B)			

**B.2 FY 2020/21 Extended Contract Period (From November 1, 2020 to October 31, 2021 )**

Type of Analyses	Estimated quantities for analyses	Unit Cost	Extended Price
PBDE congeners	160		
HBCDD isomers	160		
Other halogenated flame retardants	40		
Alkylphenols	40		
Total Estimated Cost (C)			
<b>GRAND TOTAL (A + B + C)</b>			

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 \$\_\_\_\_\_ (HST 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.

**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

### 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 D

### 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)

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

\_\_\_\_\_  
Date



## ANNEX E

### 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