



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave. Jaspe  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6  
Bid Fax: (780) 497-3510

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Mercury Analysis	
<b>Solicitation No. - N° de l'invitation</b> K8E18-190334/A	<b>Date</b> 2018-10-09
<b>Client Reference No. - N° de référence du client</b> K8E18-190334	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-024-11467	
<b>File No. - N° de dossier</b> EDM-8-41123 (024)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-11-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tiet, Anthony	<b>Buyer Id - Id de l'acheteur</b> edm024
<b>Telephone No. - N° de téléphone</b> (587) 926-1376 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT WTR QUALITY MONITORING- PO BOX 2310 4TH FL - 5019-52 ST YELLOWKNIFE Northwest Territories X1A2P7 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
ATB Place North Tower  
10025 Jasper Ave./10025 ave Jasper  
5th floor/5e étage  
Edmonton  
Alberta  
T5J 1S6

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<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>	
<b>Signature</b>	<b>Date</b>

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## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 STATEMENT OF WORK.....	2
1.3 TRADE AGREEMENTS .....	2
1.4 EPOST CONNECT SERVICE .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS .....	3
2.3 FORMER PUBLIC SERVANT .....	3
2.4 ENQUIRIES - BID SOLICITATION .....	5
2.5 APPLICABLE LAWS .....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>6</b>
3.1 BID PREPARATION INSTRUCTIONS.....	6
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>8</b>
4.1 EVALUATION PROCEDURES .....	8
4.2 BASIS OF SELECTION .....	10
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>11</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID.....	11
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION.....	11
<b>PART 6 - RESULTING CONTRACT CLAUSES.....</b>	<b>12</b>
6.1 SECURITY REQUIREMENTS .....	12
6.2 STATEMENT OF WORK.....	12
6.3 STANDARD CLAUSES AND CONDITIONS .....	12
6.4 TERM OF CONTRACT .....	12
6.5 AUTHORITIES .....	12
6.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS.....	13
6.7 PAYMENT .....	14
6.8 INVOICING INSTRUCTIONS.....	14
6.9 CERTIFICATIONS AND ADDITIONAL INFORMATION .....	14
6.10 APPLICABLE LAWS .....	15
6.11 PRIORITY OF DOCUMENTS .....	15
6.12 SACC MANUAL CLAUSES.....	15
<b>ANNEX "A".....</b>	<b>16</b>
STATEMENT OF WORK.....	16
APPENDIX 1.....	19
<b>ANNEX "B" .....</b>	<b>20</b>
BASIS OF PAYMENT .....	20
<b>ANNEX "C" .....</b>	<b>21</b>
ELECTRONIC PAYMENT INSTRUMENTS .....	21

## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Work**

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

### **1.4 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The [2003](#) (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### **2.2 Submission of Bids**

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

BRU: Western Region Bid Receiving Unit (Edmonton)  
Address: 5th Floor, ATB Place Tower, 10025 Jasper Avenue  
Edmonton, AB T5J 1S6

E-post Connect: [ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca](mailto:ROReceptionSoumissions.WRBidReceiving@tpsgc-pwgsc.gc.ca)  
Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.

Bid Fax: 780-497-3510

### **2.3 Former Public Servant**

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 FPSs, 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 FPSs 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.

Solicitation No. - N° de l'invitation  
K8E18-190334/A  
Client Ref. No. - N° de réf. du client  
K8E18-190334

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41123

Buyer ID - Id de l'acheteur  
edm024  
CCC No./N° CCC - FMS No./N° VME

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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.

#### **2.4 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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.

#### **2.5 Applicable Laws**

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

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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its 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)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

- If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

## **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 Exchange Rate Fluctuation**

SACC Manual Clauses [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

## **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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

**4.1 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.

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

Failure to meet any of the following mandatory requirements at contract award will render your submission non-compliant and given no further consideration. The bidder should provide a resume or a written understanding to demonstrate adherence to the following mandatory requirements at solicitation closing.

- a. Must be Accredited for these analysis by Canadian Association for Laboratory Accreditation (CALA), and present a valid Certificate of Accreditation.
- b. The bidder must demonstrate, with descriptions of methods used, the ability to reach 0.04 ng/L detection limit for total mercury in water.
- c. The bidder must demonstrate, with descriptions of methods used, the ability to reach 0.01 ng/L detection limit for methyl mercury in water.
- a. The bidder must have a minimum five years recent experience (within the last six years) and minimum ten years overall experience in the analysis of water samples for ultra-trace level total mercury and methyl mercury.

**4.1.1.2 Point Rated Technical Criteria**

Each Technical Bid which meets all the Mandatory Requirements specified above, will be evaluated and scored in accordance with the following evaluation criteria:

<b>Rating</b>			
<b>A. STUDY STRATEGY</b>	<b>WEIGHT</b>	<b>RATING</b>	<b>SCORE</b>
<b>1. Understanding of the Statement of Work</b>			
Bidders will supply a written description of how work will be accomplished in order to meet the Statement of Work for the duration of the contract. This information will be evaluated on the basis of a logical and practical flow within the proposal, providing a comprehensive procedural strategy, and addressing each point of the Statement of Work.			
a. Demonstrated, written understanding of technical nature of required work and expected deliverables.	2		
b. Demonstrated, written knowledge of shipping and safe handling of preserved samples.	2		
<b>Maximum points available</b>			16
<b>Minimum points acceptable</b>			10
<b>Points awarded</b>			

<b>Points</b>			
<b>B. EXPERIENCE</b>	<b>WEIGHT</b>	<b>POINTS</b>	<b>SCORE</b>
1. The bidder must have a minimum ten years overall experience in the analysis of water samples for ultra-trace level total mercury and methyl mercury. Demonstration of this requirement will take the form of a written description of experience including dates of specific projects. - 0 to 5* years of experience = 0 point - 5 to 10* years of experience = 1 point - 10 to 15* years of experience = 2 points - 15 to 20* years of experience = 3 points - 20+ years of experience = 4 points *less a day	4		
<b>Maximum points available</b>			16
<b>Minimum points acceptable</b>			8
<b>Points awarded</b>			
<b>C. REFERENCES</b>	<b>WEIGHT</b>	<b>POINTS</b>	<b>SCORE</b>
1. The bidder should provide three professional references from previous total mercury and methyl mercury analysis work. Please provide all applicable contact information. - 0 references = 0 point - 1 reference = 1 point - 2 references = 2 points - 3 references = 3 points	2		
2. Each provided reference will be further assessed on the basis of the source of each reference. It is recommended that the bidder provides a letter and/or applicable contact information. Predetermined questions will be asked and a point system from 0 point to 3 points will be given to each question. The total points from all questions will be averaged and a score between 0 point to 3 points will be given to each reference. If there is more than 1 reference provided, the average point(s) will be taken by adding up all the point(s) and dividing by the number of references provided.	2		
<b>Maximum points available</b>			12
<b>Minimum points acceptable</b>			7
<b>Points awarded</b>			
<b>TOTAL</b>			
<b>Maximum total points available</b>			44
<b>Minimum total points acceptable</b>			25
<b>Total points awarded</b>			

Each evaluation criterion has a number allotment ("weight") that reflects its importance in proposal submissions.

- In Part A, Study Strategy, the degree to that the proposal satisfies the requirement of each criterion will be assessed and a "rating" will be assigned ranging from 0 to 4, with 0 meaning the proposal completely fails to satisfy the requirement, and the total allotment meaning the proposal fully meets the outlined criterion.
- In Part B, Experience, and Part C, References the degree to that the proposal satisfies the requirement of each criterion will be assessed and "points" will be assigned based on the experience.

Each part will have the maximum points available, minimum points acceptable and the pointed awarded. A score will be assessed by multiplying the weight by the rating or points. The total points awarded will be obtained by adding all the scores together.

#### Assignment of Rating Score

Categories	Description	Rating
Excellent	Exceptional. Proposal demonstrates that the Proponent exceeds the requirement, or describes an approach to the requirement that will be more than satisfactory for the project. Should ensure extremely effective performance.	4
Very Good	Above average and more than adequate for effective performance. Proposal demonstrates that the Proponent clearly meets the requirement, or describes an approach to the requirement that is appropriate for the project.	3
Acceptable	Average and should be adequate for effective performance. Proposal demonstrates that the Proponent meets the requirement, or describes an approach to the requirement that will be acceptable for the project.	2
Poor	Just acceptable and should meet minimum performance requirements. Proposal demonstrates that the Proponent marginally meets the requirement, or describes an approach to the requirement that will be just enough for the project.	1
Unsatisfactory	Unacceptable. Insufficient for performance requirements.	0

#### 4.1.2 Financial Evaluation

The total overall bid price will be calculated as follows:

- The extended price will be calculated by multiplying the estimated usage values provided by the Bidder's corresponding unit price.
- The total assessed offer price is the aggregate of all the extended prices for all 3 years.

#### 4.2 Basis of Selection

To be declared responsive, a bid must:

- comply with all the requirements of the bid solicitation;
- meet all mandatory technical evaluation criteria; and
- obtain the required minimum points for each of the technical evaluation criteria which are subject to point rating:
  - Part A, Study Strategy: 10/16
  - Part B, Experience: 8/16
  - Part C, References: 7/12

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

#### Sample Evaluation:

	Bid #1	Bid #2	Bid #3
<b>Mandatory &amp; Minimum Performance Specification</b>	Fail	Meets All	Meets All
<b>Point Rated Criteria</b>	-	70 / 100	85 / 100
<b>Total Evaluated Bid Price</b>	-	\$30,000	\$35,000
<b>Price per Point</b>	-	\$30,000 / 70 = \$428.57	\$35,000 / 85 = \$411.76
<b>Bid 3 would be considered the recommended bidder for award</b>			

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

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

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

### **6.1 Security Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Work**

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

### **6.3 Standard Clauses and Conditions**

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

#### **6.3.1 General Conditions**

[2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract to 2021-03-31 inclusive.

#### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 1 additional 1 year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

#### **6.4.3 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Anthony Tiet  
Title: Procurement Officer

Solicitation No. - N° de l'invitation  
K8E18-190334/A  
Client Ref. No. - N° de réf. du client  
K8E18-190334

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41123

Buyer ID - Id de l'acheteur  
edm024  
CCC No./N° CCC - FMS No./N° VME

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Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: 5th Floor, ATB Place Tower, 10025 Jasper Avenue, Edmonton, AB T5J 1S6

Telephone: 587-926-1376  
Facsimile: 780-497-3510  
E-mail address: anthony.tiet@tpsgc-pwgsc.gc.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.

### 6.5.2 Project Authority

The Project Authority for the Contract is: (will be inserted at contract award)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority 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 Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative (to be filled out by bidder)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### 6.6 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.

## **6.7 Payment**

### **6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) as specified in Annex "B". Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.7.2 SACC Manual Clauses**

[A9117C](#) (2007-11-30), T1204 - Direct Request by Customer Department

[C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor

[H1008C](#) (2008-05-12), Monthly Payment

### **6.7.3 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## **6.8 Invoicing Instructions**

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.

Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.9 Certifications and Additional Information**

### **6.9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 6.11 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) the general conditions [2010C](#) (2018-06-21), General Conditions - Services (Medium Complexity);
- (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)*).

## 6.12 SACC Manual Clauses

[G1005C](#) (2016-01-28), Insurance - No Specific Requirement

## **ANNEX "A"**

### **STATEMENT OF WORK**

#### **1. General**

Environment and Climate Change Canada (ECCC) has a requirement for the labour, materials, equipment, tools and transportation to analyze water samples for ultra-trace level total mercury and methyl mercury in Yellowknife, Northwest Territories.

#### **2. Background**

The Integrated Monitoring Plan for the Oil Sands and the Joint Canada/Alberta Implementation Plan for Oil Sands Monitoring require that ECCC continue long-term water quality monitoring at a number of sites on the Athabasca River and tributaries, Peace River, Slave River and sites within the Peace-Athabasca Delta. Parameters to be monitored include both total mercury and methyl mercury in water.

There will be up to 400 water samples to be analyzed for both total mercury and methyl mercury per year for the duration of the contract. These numbers may increase or decrease, depending upon field conditions which may preclude collecting some samples, and upon QA/QC samples, which may be increased if necessary. All samples will be collected in the field by ECCC staff and shipped to the location of the Contractor. There will be no travel required from the Contractor.

#### **3. Requirement**

The Contractor must analyze water samples for ultra-trace level total mercury and methyl mercury, and must be Canadian Association for Laboratory Accreditation (CALA) – accredited for these analyses, as described below. Also, the Contractor must have extensive experience, both recent and long-term, in these analyses.

Total mercury and methyl mercury analyses of water must be accredited by the CALA-to ISO/IEC 17025.

Total mercury analyses in water must be performed within the 28 day holding time.

Total mercury measurements in water are to be based upon the SnCl<sub>2</sub> reduction method, gold amalgam trapping, with fluorescence detection (EPA1631e). For water samples, a method detection limit (MDL) of 0.04 ng mercury per litre with a 50 ml sample is required.

Methyl mercury measurements in water will employ an ethylation step followed by purge and trap/GC separation and fluorescence detection (EPA1630). For water samples, a method detection limit of 0.01 ng mercury per litre with 40 ml sample or 0.03 ng mercury per litre with 20 ml sample is required.

Analytical results must be transferred to the Scientific Authority within 4 weeks of receipt of samples.

The Contractor must participate in, at its own expense, all required programs and proficiency tests to maintain CALA accreditation. The Contractor must reveal to the Scientific Authority all the results, quality records, reports and correspondences in connection with the studies upon request and at no cost to ECCC. If any accreditation is revoked the Contractor must advise the Scientific Authority immediately.

The Contractor must advise the Scientific Authority as to the appropriate field sampling protocols and any field preservation requirements. The Contractor shall provide required sampling containers at no additional cost, and powder-free gloves at a cost to be determined by the Contractor.

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The Contractor agrees to promptly notify the Scientific Authority if any samples are damaged (container broken), spoiled (left unattended at ambient temperature), mixed-up, discarded, or lost. If the Contractor is found responsible for causing damage, spoilage, misidentification or loss of samples, or allows samples to exceed standard holding times for the specific test, the Contractor will agree to compensate the Scientific Authority for any direct re-sampling costs which will be determined by the Scientific Authority. This may include sample shipping costs and any other costs associate with re-sampling as deemed fit by the Scientific Authority.

The Contractor must store sample extracts and unanalyzed remainder of samples for a minimum of 90 days after delivery of the final data report at no additional cost to the Scientific Authority. Within those 90 days, the Scientific Authority has the right to request re-analysis and/or re-work if analysis was not performed in accordance with the Agreement. After 90 days the Contractor may dispose of the remaining samples or extracts, unless otherwise requested by the Scientific Authority. Disposal of samples must be conducted within the boundary of all applicable federal, provincial and city laws at no extra charge to ECCC.

The Contractor will receive samples in coolers delivered by courier (ground or air) from Mondays through Fridays, except all statutory holidays, from ECCC.

The Contractor must establish a continuity/chain of custody form for sample tracking which must be appended to the final data report.

The Contractor must ensure that the site names and numbers on the sample containers correspond to those on the submission sheet; inspect sample containers to ensure all samples have been received in good condition, and measure and record internal cooler temperature on arrival. These recordings must become part of the data report file. All discrepancies or problems with sample condition must be reported to the Scientific Authority immediately.

The Contractor shall ensure that all water samples are properly preserved after their receipt and prior to extraction or analysis. Any chemical preservatives added to samples upon receipt at the Contractor's premises must be documented and must be done according to the established or published methods as described previously in paragraphs two through seven of this section.

Test results must be reported within the turnaround times indicated below in electronic file format. Analytical reports must include internal quality assurance information (eg. SRMs, spike recovery for batches, duplicates and blanks). There will be no extra charge to the Scientific Authority for formatting and transporting results into the ECCC database. An example of the format required for the ingress into the Environment Canada Database can be found in Appendix 1.

All data reports/certificates of analysis must include pertinent Quality Assurance / Quality Control (QA/QC) data and must be approved and certified by authorized personnel of the Contractor prior to release to the Scientific Authority.

Quality records will be maintained to demonstrate conformance to specified requirements and the effective operation of the quality system of the Contractor. All records will be legible and stored such that they are readily retrievable in facilities that provide a suitable environment to prevent damage or deterioration and to prevent loss. All raw data and pertinent internal quality control data will be made available for evaluation by the Scientific Authority or their representative for an agreed period, and all such records must be archived for a minimum of 3 years. (Quality records may be in the form of any type of media, such as hard copy or electronic media, and may include raw data, control charts and chromatograms).

The Contractor must complete the analysis within the shelf life of the sample.

The Contractor must report results within 4 weeks from receipt of sample.

Solicitation No. - N° de l'invitation  
K8E18-190334/A  
Client Ref. No. - N° de réf. du client  
K8E18-190334

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-8-41123

Buyer ID - Id de l'acheteur  
edm024  
CCC No./N° CCC - FMS No./N° VME

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The Contractor's laboratory must be in a location where delivery of samples is achievable in 72 hours or less from time of shipment. This time frame must include potential customs clearance.

#### **4. Deliverables**

The Contractor must provide the analyte data in MS Excel format, including QA/QC data (e.g., spikes, blanks, recoveries, etc) to the satisfaction of the departmental representative. Information will be provided via e-mail.

All deliverables must be submitted to the ECCC scientific authority by March 31, 2021. If the option year one is exercised, all deliverables must be submitted to the ECCC scientific authority by March 31, 2022.

## APPENDIX 1

### Methyl and Total Mercury Transfer File Format

Example of two samples:

```
15 2013PN200227      319 074475      0.04 < 0.87 2014.04.01 leaveempty 2014.03.18 11:21
66731
15 2013PN330016      325 074475      0.04 > 0.62 2013.06.26 AL07KF0006 2013.05.30 11:35
63626
```

FLAT FILE text using an equal spacing font (i.e. courier). File format should be .txt, .prn, or .csv

Where position 1 to 2 is lab code

3 is a space

4 to 15 is the X=client sample number

16 is a space

17 to 22 is project number

23 is a space

24 to 29 is vmv code

30 is a space

31 to 45 is method detection limit

46 is a space

47 is the flag value (i.e. < or >)

48 is a space

49 to 63 is value result

64 is a space

65 to 74 analysis date: YYYY.MM.DD

75 is a space

76 to 85 is ENVIRODAT station (leave empty if panel sample, if station is sampled it will have AL##XX#### format in sample details column)

86 is a space

87 to 96 is sample date: YYYY.MM.DD

97 is a space

98 to 102 is sample time HH:MM

103 to 107 is a space

108 to 116 is Flett Lab ID number

**ANNEX "B"**

**BASIS OF PAYMENT**

- Prices are inclusive of all costs required to do the work (including but not limited to: labour, equipment, fuel, materials, travel, accommodation, etc.) and must firm for the period of the Contract.
- FOB Destination for all deliverables and report(s).
- Prices quoted do not include Applicable Taxes. However, Applicable Taxes will be added as a separate item on any invoices issued against this Contract.
- Prices are required for each line item and as per format shown below.
- Firm unit pricing must be in Canadian Dollars.
- Estimated usage and weeks provided is for the sole purpose of establishing an evaluation tool, based only on a best estimate and in no way reflects the actual usage expected or any commitment on the part of Canada.

**Year One (Dates: TBA)**

Item	Description	Estimated Usage (a)	Firm Unit Pricing (b)	Extended Pricing (a x b)
1	Analysing water samples as per Annex "A".	400 samples	\$_____ / sample	\$_____
<b>Year One Total (A)</b>				<b>\$_____</b>

**Year Two (Dates: TBA)**

Item	Description	Estimated Usage (a)	Firm Unit Pricing (b)	Extended Pricing (a x b)
1	Analysing water samples as per Annex "A".	400 samples	\$_____ / sample	\$_____
<b>Year Two Total (B)</b>				<b>\$_____</b>

**Option Year One (Dates: TBA)**

Item	Description	Estimated Usage (a)	Firm Unit Pricing (b)	Extended Pricing (a x b)
1	Analysing water samples as per Annex "A".	400 samples	\$_____ / sample	\$_____
<b>Option Year One Total (C)</b>				<b>\$_____</b>
<b>TOTAL (A+B+C)</b>				<b>\$_____</b>

Solicitation No. - N° de l'invitation  
K8E18-190334/A  
Client Ref. No. - N° de réf. du client  
K8E18-190334

Amd. No. - N° de la modif.  
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EDM-8-41123

Buyer ID - Id de l'acheteur  
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CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C"**

### **ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)