



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Christina Granda Christina.Granda@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Testing of manufactured items for the presence of Polybrominated Diphenyl Ethers, Decabromodiphenyl ethane and Dechlorane Plus</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000039118</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2018-10-11</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2018-11-20</p>	<p>Time Zone – Fuseau horaire EDT</p>	
	<p>F.O.B – F.A.B</p>		
	<p>Address Enquiries to - Adresser toutes questions à Christina Granda Christina.Granda@canada.ca</p>		
	<p>Telephone No. – N° de téléphone 819-938-3835</p>	<p>Fax No. – N° de Fax</p>	
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2019-03-31</p>		
	<p>Destination - of Services / Destination des services Gatineau, QC</p>		
	<p>Security / Sécurité There is a security requirement associated with this solicitation.</p>		
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>			
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>		
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>			
<p>Signature</p>	<p>Date</p>		

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Testing of Manufactured Items for the Presence of Polybrominated Diphenyl Ethers, Decabromodiphenyl Ethane and Dechlorane Plus

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security and Other Requirements includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Financial Bid Presentation Sheet, Mandatory Technical Criteria and Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Schedule of Milestones, the Security Requirements Checklist, and the Non-Disclosure Certification.

2. Summary

2.1 Environment Canada has a requirement for the testing of manufactured items for the presence of Polybrominated Diphenyl Ethers, Decabromodiphenyl ethane and Dechlorane Plus as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award to **March 31, 2019**.

2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 – Security and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the [Canadian Industrial Security Directorate \(CISD\), Industrial Security Program](#) of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).

- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

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

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”

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

Delete: In its entirety

Insert: "Deleted"

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

Delete: "sixty (60) days"

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

2. Submission of Bids

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 five (5) business 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 **Quebec**.

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

6. Basis for Canada's Ownership of Intellectual Property

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

the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 soft copy) in PDF format.

Section II: Financial Bid (1 soft copy) in PDF format.

Section III: Certifications (1 soft copy) in PDF format.

Section IV: Additional Information (1 soft copy) in PDF format.

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 a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

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

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

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3** Bidders must submit their price(s) and/or rate(s) FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. 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 Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

Milestone	Percentage of Contract Value Paid Upon Receipt	Bidder's Proposed Price
Submit sampling plan and industry profile	20%	
Submit first draft of report with results of PBDE concentrations	20%	
Submit second draft of report with comments addressed	30%	
Submit final report	30%	
Total (excluding tax)		
Applicable Tax Amount		
Total (including tax)		

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

1.2 Financial Evaluation

1.2.1 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 will be determined as follows:

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

2. Basis of Selection

Basis of Selection - Highest Rated Within Budget (2007-05-25) A0036T

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points specified for criteria numbers R7, R8, and R9 for the technical evaluation, and
 - d. obtain the required minimum of 75 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 98 points.
- 2. Bids not meeting (a) or (b) or (c) or (d) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.

**ATTACHMENT 1 TO PART 4,
MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA**

Mandatory Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Any relevant information to enable Environment and Climate Change Canada to adequately score the proposal based on the criteria listed below must be included. Information not included in the proposal will not be taken into consideration.

Mandatory Requirements (MR)	Description	Met/Not Met
MR 1	<p>The Bidder must clearly demonstrate in their proposal two (2) successfully completed projects performed by the proposed resource related to sampling manufactured items for concentrations of chemicals.</p> <p>For this criterion, the bidder must identify the following:</p> <ul style="list-style-type: none"> • Project Name • Client Name (identify Federal Government Department or Private Sector company) • A brief description of the project no more than 1 page in length. <ul style="list-style-type: none"> ○ If the description exceeds 1 page in length, only the first page will be evaluated. <p>The following information must be included:</p> <ol style="list-style-type: none"> I. Project title, client name, industry sector; II. Planned and actual dollar values; III. Planned start and finish dates and actual start and finish dates; IV. Nature of services provided for the project or study, methodologies and 	

	<p>approaches employed; V. Topics addressed</p> <ul style="list-style-type: none"> • Names and coordinates of two references on similar work or other work done for the private or public sector <ul style="list-style-type: none"> ○ The References will be asked the following question: “Did the resource successfully complete the project related to sampling manufactured items for concentrations of chemicals?” <p>If the Bidder fails to present all items I to V above in their proposal, the Bidder will be deemed non-compliant (“not-met”) for this criterion.</p> <p>If both references provide a negative response (“No”) to the one identified question to be posed, the Bidder will be deemed non-compliant (“not-met”) for this criterion.</p>	
<p>MR 2</p>	<p>The Bidder must clearly demonstrate the experience of team members relating to the sampling of manufactured items for chemicals.</p> <p>For this criterion, the bidder must submit the following information:</p> <ul style="list-style-type: none"> • Resumes of team members outlining experience relevant to this project 	

Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

No partial points will be provided.

		Cross Reference to Proposal (Bidder to insert page number)	Maximum points available	Minimum points Required	Score Received	Comments (client to insert at Evaluation)
Qualifications of Company & Staff						
R1	<p>The Bidding Company should provide resumes for all proposed team members and identify their proposed role as it relates to this project</p> <p>Points will be allocated as follows: Proposed team is composed of a logical balance of the various disciplines required to complete the project task (2 points)</p> <p>Project Manager has adequate qualifications and relevant experience to supervise team members and to ensure completion of project tasks and deliverables (2 points)</p> <p>Key professional team members assigned to tasks have necessary qualifications, knowledge of subject matter and relevant experience (2 points)</p> <p>Adequacy and availability of team members to carry out project is clearly demonstrated (2 points)</p>		8			
Experience: Firm's experience with conducting similar projects						
R2	The Bidding Company should clearly present two (2) completed projects related to this project.		10			

	<p>Points will be allocated as follows:</p> <p>Project 1 Was project or study on time and budget, and did it meet expectations? (2 points)</p> <p>Nature of services provided, including methodologies and approaches employed, quality of final deliverable. (2 points)</p> <p>Was the topic addressed relevant to the current contract? (1 point)</p> <p>Project 2 Was project or study completed on time and budget, and did it meet expectations? (2 points)</p> <p>Nature of services provided, including methodologies and approaches employed, quality of final deliverable. (2 points)</p> <p>Was the topic addressed relevant to the current contract? (1 point)</p>					
Quality, clarity and organization of proposal						
R3	<p>The Bidding Company should demonstrate their understanding of the study objectives, and the scope and importance of the study. (4 points)</p> <p>This must be done in the form of a Statement of Understanding not to exceed two pages in length. If this Statement of Understanding exceeds two pages in length, only the first two pages will be evaluated.</p>		4			
R4	The Bidding Company					

	<p>should provide a proposed Work Plan, methodology and schedule structure for the project</p> <p>Proposed work plan, methodology and schedule structure are in a logical sequence with all factors properly considered (3 points)</p>		3			
Work plan and management of the work						
R5	<p>The Bidding Company should clearly demonstrate in their proposal how the work will be performed and managed.</p> <p>For each task and their components, provided a detailed breakdown of the work required, data sources to be used, the time and expertise allocated and the expected completion date. (3 points)</p> <p>For each task, challenges and risks were identified. Alternative approaches/plans and flexibility mechanisms to overcome obstacles to complete the tasks are provided. (3 points)</p> <p>Adequate systems are provided for quality control. (2 points)</p> <p>Proposed reporting system satisfies the terms of reference. Assurance of liaison with Project Authority. (2 points)</p>		10			
Project Organization and Cost-Effectiveness						
R6	<p>The Bidding Company should provide a detailed schedule with , a breakdown of each</p>					

	project task and sub-task including timelines and team member responsibilities for completing each task, a breakdown showing time allocated for specific tasks, charge out rates and total charges for specific personnel assigned to each task. (3 points)		3			
Methodology proposed				41		
R7	<p>The Bidding Company should demonstrate in their proposal a sound understanding of applications involving the usage of brominated flame retardants, specifically Polybrominated diphenyl ethers (PBDEs), Dechlorane Plus and Decabromodiphenyl ethane (DBDPE), and where these substances may be found in manufactured items.</p> <p>The methodology must detail the following for each task:</p> <ul style="list-style-type: none"> •Approach to develop the research to be carried out (5 points); •Approach and solutions to overcome challenges and to mitigate risks (5 points); •A contingency plan describing alternative approaches/plans and flexibility mechanisms to overcome obstacles to complete the tasks (5 points) •Examples of similar challenges in previous projects and how they were successfully overcome (5 points). 		20	15		
R8	The Bidding Company should clearly demonstrate in their proposal that the					

	<p>proposed methodology is scientifically solid and enables Polybrominated diphenyl ethers (PBDEs), Dechlorane Plus and Decabromodiphenyl ethane (DBDPE) to be accurately screened for and, if found, sampled in manufactured items.</p> <p>The methodology must detail the following for each task:</p> <ul style="list-style-type: none"> •Approach to develop the research to be carried out (5 points); •Approach and solutions to overcome challenges and to mitigate risks(contingency plans) (5 points); •A contingency plan describing alternative approaches/plans and flexibility mechanisms to overcome obstacles to complete the tasks (10 points) •Examples of similar challenges in previous projects and how they were successfully overcome (10 points). 		30	20		
R9	<p>The Bidding Company must identify the proposed sample size for this project.</p> <p>10 points will be assigned for a sample size of 80 or greater, while 0 points for a sample size of 40 or less. Sample sizes less than 80 and greater than 40 will be assigned points proportionally.</p> <p>Sample size of 80 or greater = 10 points</p> <p>Sample size of 71-79 = 8 points</p> <p>Sample size of 61-70 or greater = 6 points</p>		10	6		

	Sample size of 51-60 = 4 points Sample size of 41-50 = 2 points Sample size of 40 or less = 0 points					
Total			98	75		

The Bidder must meet all of the mandatory criteria and obtain a minimum score of 75/98 to be declared compliant for this solicitation.

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's

representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

2.2 Education and Experience

PWGSC SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

- (a) At the date of bid closing, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (b) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsqc-pwgsc.gc.ca/index-eng.html>) website.

PART 7 - RESULTING CONTRACT

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

Title: Testing of Manufactured Items for the Presence of Polybrominated Diphenyl Ethers, Decabromodiphenyl Ethane and Dechlorane Plus

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B (2018-06-21), 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."

Canada to own Intellectual Property rights in Copyright

At Section 19 Copyright

Delete: In its entirety

Insert: 1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the [Copyright Act](#), R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

At Section 19 Copyright

Delete: In its entirety

Insert: "Deleted"

2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4007 (2010-08-16), *Canada to own Intellectual Property Rights in Foreground*

2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ **(to be disclosed at contract award)**.

2.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex E, and provide it to the Contracting Authority and the Technical Authority before they are given access to information by or on behalf of Canada in connection with the Work.

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

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

4. Term of Contract

4.1 Period of the Contract

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Christina Granda

Procurement and Contracting Officer
Environment and Climate Change Canada
Procurement and Contracting Division
200 Sacre-Coeur Blvd., Gatineau, QC K1A 0H3

Telephone: 819-938-3835
E-mail address: Christina.Granda@canada.com

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: **(to be disclosed at contract award)**

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 **(to be disclosed at contract award)**

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 \$_____ **(to be disclosed at contract award)**. Customs duties are included and Applicable Taxes are extra.

7.2 Limitation of Expenditure

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

8. Invoicing Instructions

8.1 Milestone Payments

- 8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex C of the Contract and the payment provisions of the Contract if:
 - (a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) all such documents have been verified by Canada;

- (c) all such documents have been verified by Canada;
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

9. Certifications

9.1 Compliance

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

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. **(to be disclosed at contract award)**

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) 4007 Supplemental General Conditions Canada to own Intellectual Property Rights in Foreground (2010-08-16);
- (c) 2010B General Conditions [- Professional Services \(Medium Complexity\)](#) (2018-06-21) as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Schedule of Milestones;
- (g) Annex D, Security Requirements Check List;
- (h) Annex E, **(the signed)** Non-Disclosure Certification;
- (i) the Contractor's bid dated _____ **(to be disclosed at contract award)**

ANNEX A STATEMENT OF WORK

Testing of manufactured items for the presence of Polybrominated Diphenyl Ethers, Decabromodiphenyl ethane and Dechlorane Plus

Background

Environment and Climate Change Canada (ECCC) requires the services of a consultant to examine the concentrations of the brominated flame retardants Polybrominated diphenyl ethers (PBDEs), Decabromodiphenyl ethane (DBDPE) and Dechlorane Plus (DP) in certain manufactured items. Specifically, the consultant must purchase manufactured items that may contain PBDEs, DBDPE and DP and perform laboratory analysis.

PBDEs are a class of substances used as flame retardants in a wide variety of products including computer housings, household appliances, furniture, automotive/aircraft seating and interiors, and a variety of electrical and electronic components. In December 2006, the Government of Canada identified PBDEs as a high priority for action under the Chemicals Management Plan (CMP). The final ecological and human health screening assessment reports which were published in July 2006 identified PBDEs as entering the environment in a quantity or concentration or under conditions that have or may have an immediate or long-term harmful effect on the environment or its biological diversity (i.e., “toxic” as defined under paragraph 64(a) of the *Canadian Environmental Protection Act, 1999 (CEPA)*).

In July 2008, the Government of Canada published *regulations* banning PBDE manufacture and restricting PBDE use. Subsequently, the [*Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012*](#) that were published in the *Canada Gazette*, Part II on October 5, 2016 prohibit manufacture, use, sale, offer for sale and import of all PBDEs and products containing them, except manufactured items.

In Canada, DBDPE is used as an additive flame retardant in many applications such as plastic and rubber materials, electrical and electronic equipment and adhesives and sealants. Known uses of DP in Canada include applications in wire and cable jacketing, electronics, appliances, automobiles, hard plastic connectors and plastic roofing materials.

DBDPE and DP are included in the Certain Organic Flame Retardants Grouping under the second phase of the CMP, and both substances have been proposed to be toxic as defined under paragraph 64(a) of CEPA. As such, the Government of Canada is considering the implementation of regulatory and/or non-regulatory controls that would restrict the conditions under which DBDPE, DP and products containing either of these substances may be manufactured, used and/or imported.

The Government of Canada has monitored for PBDEs, DP and DBDPE in the environment and/or certain waste streams (landfill and wastewater) across Canada. However, there is limited information regarding concentrations of PBDEs, DP or DBDPE in manufactured items.

ECCC is aware that certain industries are using PBDEs, DBDPE and DP in manufactured items¹ as flame retardants. In addition, studies by non-governmental organizations and

¹ An item that is formed into a specific physical shape or design during manufacture and has, for its final use, a function or functions dependent in whole or in part on its shape or design.

academia have found PBDEs in manufactured items where flame retardancy is not required such as toys, office equipment and food contact articles. This is likely due to recycling of plastics containing brominated flame retardants, such as PBDEs, DBDPE and DP. ECCC is seeking to understand potential concentrations of these substances in manufactured items in a Canadian context. For PBDEs the emphasis is on the unintentional presence while for DBDPE and DP, the focus will be on both intentional and unintentional presence.

Objectives

To sample manufactured items available for purchase in Canada for the unintentional presence of PBDEs, and the presence of DBDPE and/or DP. The contractor is expected to select items that may contain PBDEs, DBDPE and/or DP as well as work with a laboratory in order to analyze the samples. The goal is to determine the concentrations of PBDEs, DBDPE and/or DP in approximately 80 different/unique manufactured items. The maximum error on the analysis of the substances must be less than 20%.

Description of the Work

The contractor is expected to:

1. Perform research in order to determine manufactured items where PBDEs may be unintentionally present and where DBDPE and/or DP may be present both intentionally and unintentionally.
2. After initial research has been performed, the contractor must submit a sampling plan to ECCC for review and approval prior to proceeding. This must at least contain descriptions of:
 - a. Proposed list of manufactured items to be purchased, indicating: brands, model, unit cost, retailer to be purchased from.
 - b. Experimental design which includes the acquisition and characterization of manufactured items for testing, handling and custody of manufactured items for testing and storage.
 - c. Details regarding adherence to good laboratory practices, sample preparation, analytical procedures for screening analysis and in-depth analysis, analytical instrument calibration and associated detection limits; quality assurance (QA)/quality control (QC); and data management and verification.
3. Perform research to create an industry profile for PBDEs, DBDPE and DP. For PBDEs, the focus will be on unintentional uses.
 - a. Prepare a list and brief description of the role of the Canadian industry associations involved with manufactured items containing PBDEs, DBDPE and DP, including their respective addresses.
 - b. Identify the companies (e.g. firms and facilities) in Canada that import or use PBDEs, DBDPE and DP in manufactured items.
 - c. For each firm and facility, identify their location, and indicate their sector of activity.
4. Purchase approximately 80 different/unique manufactured items where PBDEs may be unintentionally present and where DBDPE and/or DP may be present both intentionally and unintentionally.
 - a. Purchase new items only. Items must be manufactured within the last year
 - b. Prioritize items that are popular with consumers

- c. Avoid purchasing from manufacturers and retailers that claim that their products do not contain brominated flame retardants and/or PBDEs
5. Perform screening for bromide in the manufactured items. If the samples are found to contain bromide, they will be further tested for the concentration of PBDEs, DBDPE and DP.
 - a. If samples are not destroyed during the screening process, please return them to Environment and Climate Change Canada.
 - b. Since samples not containing bromide will not be analyzed for PBDEs, DBDPE or DP, the consultant shall purchase additional items for screening and possible analysis fitting within the project's budget. To be approved by the Project/Technical Authority.
6. Perform the analytical testing to determine the concentration of PBDEs, DBDPE and/or DP in the selected manufactured items. The maximum error on the analysis of the substances must be less than 20%. The PBDEs homologues to analyze can be found in Annex A. The results must include:
 - a. Estimates of absolute quantity of substance in the applicable material
 - b. Percentage weight per weight (% w/w) of the substance in the whole product
7. Circulate analysis of PBDE, DBDPE and/or DP in manufactured items including methodology and assumptions, trends, scientific observations, references, and also deficiencies and challenges with interpreting and analysing. There will be a total of two (2) drafts for the Project/Technical Authority review, followed by a final version. Any comments/edits/corrections/suggestions made to draft documents by the Project/Technical Authority must be incorporated into the final version of the report.
8. Prepare a final version of the report.

Note that all work must be provided in editable, electronic MS Word and/or MS Excel unless otherwise specified by the Project/Technical Authority.

Deliverables

The consultant must provide the following deliverables:

Deliverable 1: The consultant must provide a sampling plan including a list of manufactured items and which substances each item will be tested for. See item 2 under "Description of the Work" for more details.

Deliverable 2: The consultant must provide a first draft of PBDE, DBDPE and/or DP analysis and report

Deliverable 3: The consultant must provide a second draft of PBDE, DBDPE and/or DP analysis and report

Deliverable 4: The consultant must provide a final version of the report.

Acceptance Criteria

Deliverables must be subject to the acceptance and/or approval of the Project/Technical Authority.

All work must be performed in the language(s) requested by the Project/Technical Authority.

All files must be submitted in the format(s) and quantity(ies) requested by the Project/Technical Authority.

Schedule

Table 1: Description of deliverables and timeframes

Deliverable	Brief Description	Activities	Dates
1	Kickoff meeting by teleconference	Meeting between Project/Technical Authority and the consultant to review and solidify the work schedule. At this time, the Contractor will be provided with any relevant background materials.	To be determined at contract award
2	Submit sampling plan and industry profile	Circulate draft of sampling plan and industry profile as outlined in the section above entitled "Description of the Work".	November 7 th , 2018
3	Submit first draft of report with results of PBDE concentrations	Circulate first draft of analysis of PBDE, DBDPE and/or DP in manufactured items. See item 6 in the section "Description of the Work" above for more details. This deliverable must also consider and address comments received during regular progress of the project and comments provided on the sampling plan and industry profile.	February 15 th , 2019
4	Submit second draft of report with comments addressed	Circulate second draft of analysis of PBDE, DBDPE and/or DP in manufactured items. See item 6 in the section "Description of the Work" above for more details. This deliverable must also consider and address comments received during regular progress of the project and comments provided after the first draft.	March 8 th , 2019
5	Submit final multimedia analysis	This must incorporate all comments submitted by ECCC at all stages of the contract. An electric, editable version in MS word as well as a PDF version is required.	March 29 th , 2019

Weekly or biweekly teleconferences between the contractor and ECCC will take place.

Crown Input

The Government will provide all the relevant files and information to the contractor for the performance of the contract.

Travel

Travel is not anticipated for this contract.

**ANNEX B
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 \$_____ **(to be disclosed at contract award)**. Customs duties are included and Applicable Taxes are extra.

Milestone	Percentage of Contract Value Paid Upon Receipt	Bidder's Proposed Price
Submit sampling plan and industry profile	20%	
Submit first draft of report with results of PBDE concentrations	20%	
Submit second draft of report with comments addressed	30%	
Submit final report	30%	
Total (excluding tax)		

**ANNEX C
SCHEDULE OF MILESTONES**

Deliverable	Brief Description	Activities	Dates
1	Kickoff meeting by teleconference	Meeting between Project/Technical Authority and the consultant to review and solidify the work schedule. At this time, the Contractor will be provided with any relevant background materials.	To be determined at contract award
2	Submit sampling plan and industry profile	Circulate draft of sampling plan and industry profile as outlined in the section above entitled "Description of the Work".	November 7 th , 2018
3	Submit first draft of report with results of PBDE concentrations	Circulate first draft of analysis of PBDE, DBDPE and/or DP in manufactured items. See item 6 in the section "Description of the Work" above for more details. This deliverable must also consider and address comments received during regular progress of the project and comments provided on the sampling plan and industry profile.	February 15 th , 2019
4	Submit second draft of report with comments addressed	Circulate second draft of analysis of PBDE, DBDPE and/or DP in manufactured items. See item 6 in the section "Description of the Work" above for more details. This deliverable must also consider and address comments received during regular progress of the project and comments provided after the first draft.	March 8 th , 2019
5	Submit final multimedia analysis	This must incorporate all comments submitted by ECCC at all stages of the contract. An electric, editable version in MS word as well as a PDF version is required.	March 29 th , 2019

ANNEX D SECURITY REQUIREMENTS CHECK LIST



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine ECCC	2. Branch or Directorate / Direction générale ou Direction ESB / ICW	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail Testing manufactured items for the presence of certain chemicals		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Non <input type="checkbox"/> Oui		
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	
Foreign / Étranger <input type="checkbox"/>		
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to / Limité à : <input type="checkbox"/>	Restricted to / Limité à : <input type="checkbox"/>	
Specify country(ies) / Préciser le(s) pays :	Specify country(ies) / Préciser le(s) pays :	
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité





Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMBLEMES | | | |

Special comments:
Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
							NATO DIFFUSION RESTRICTED	NATO CONFIDENTIAL			A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

**If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**



PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) <i>Jim Ly</i>		Title - Titre <i>Program Engineer</i>	Signature <i>[Signature]</i>	
Telephone No. - N° de téléphone <i>819-420-4214</i>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <i>jim.ly@canada.ca</i>	Date <i>Aug 7th, 2018</i>	

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) <i>Lyndia Villeneuve</i>		Title - Titre <i>Manager Regional Security</i>	Signature <i>Lyndia Villeneuve</i>	
Telephone No. - N° de téléphone <i>819-938-5742</i>	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel <i>lyndia.villeneuve@canada.ca</i>	Date <i>8 Aug 2018</i>	

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)		Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date	

**ANNEX E
NON-DISCLOSURE CERTIFICATION**

I, _____, recognize that in the course of my work as an employee or subcontractor of _____, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. **5000039118** between Her Majesty the Queen in right of Canada, represented by Environment and Climate Change Canada and _____, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: **5000039118**

Signature

Date