



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Christina.Granda@canada.ca and Melanie.Desjardins4@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 Assessment of Laboratory Information Management System Options for The National Air Pollution Surveillance (NAPS) Program</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000042238</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2019-01-03</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 January 17 2019</p>	<p>Time Zone – Fuseau horaire EST</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Christina.Granda@canada.ca</p>	
	<p>Telephone No. – N° de téléphone Christina Granda : 819-938-3835 Melanie Desjardins : 819-938-9136</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 Environment and Climate Change Canada Ottawa, ON</p>	
	<p>Security / Sécurité No security requirement</p>	
	<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>	
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

No security

1.2 Statement of Work

The Work to be performed is detailed in the Statement of Work found at Annex A of the resulting contract clauses.

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

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.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”

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

Delete: In its entirety

Insert: “Deleted”

2.2 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.

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.

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 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.

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 **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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid electronically in accordance with section 08 of the 2003 standard instructions. Bidders should try to provide their bid in a single transmission. Email transmission has the capacity to receive multiple documents, up to 15MB per email.

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

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

Where email transmission is not available to the Bidder, Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy) and 1 soft copy on USB key.

Section II: Financial Bid (1 hard copy) and 1 soft copy on USB key.

Section III: Certifications (1 hard copy) and 1 soft copy on USB key.

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

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

Canada requests that bidders follow the format instructions described below in the preparation of 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.

Note for electronic submission of bids:

The total size of the email, including all attachments, **must be less than 15 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by mail, fax or other means **will not** be accepted. Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

It is important to note that email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

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

3.1.2 Bidder's Proposed Sites or Premises Requiring Safeguarding Measures

3.1.2.1 As indicated in Part 1 under Security Requirements, the Bidder must provide the full addresses of the Bidder's and proposed individuals sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

3.1.2.2 The Company Security Officer must ensure through the Contract Security Program that the Contractor and individuals hold a valid security clearance at the required level, as indicated in Part 1, clause 1.1, Security Requirements.

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 Point Rated Technical Criteria**

CRITERIA	FACTORS	MAXIMUM POINTS AVAILABLE	POINTS RECEIVED	COMMENTS <i>[client to insert at evaluation]</i>
R1 Capability to Carry Out Work Weighting Factor	<p>Qualifications and Experience (10 points maximum)</p> <p>It should be clearly demonstrated that the personnel proposed by the contractor possess the qualifications based on experience reviewing and documenting laboratory operations to assess their LIMS requirements.</p> <ul style="list-style-type: none"> • The company has direct experience in similar projects. One point will be awarded for each related project, up to 5 projects. (5) • The project team proposed has direct experience in similar projects. One point will be awarded for each related project by project team member, up to 5 projects for each team member. (5) 			
R2 Management of Work Weighting Factor	<p>Scheduling and Work Plan (20 points maximum)</p> <p>The work has been scheduled in a realistic way taking into consideration workflow, workloads and timeline's. The Bidding Company will be provided with points as follows, if the Bidding Company has address the three items:</p> <ul style="list-style-type: none"> • Workflow – details the steps required to complete each of the deliverables (5); • Workloads – the tasks and time allocation for the personnel assigned to the project (5); and • Timeliness – scheduling of tasks to meet the deadlines on each 			

	deliverable (5). <ul style="list-style-type: none"> The proposed work plan is compliant with the requirements of the Statement of Work and Deliverables provided (5). 			
R3 Methodology Proposed	Approach for Gathering Information (20 points maximum) <ul style="list-style-type: none"> The approach: <ul style="list-style-type: none"> Provides details and rationale for the approach taken in the proposal (15). States any anticipated problems and explain how they would be addressed (5). 			
	Total points possible: 50 points			
	Minimum points: 35 points			

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Submissions must meet the mandatory financial criteria in the table inserted below.

Submissions that do not meet the mandatory financial criteria will be declared inadmissible. Each criterion must be treated separately.

Number	Financial Criteria	Met/Not Met
MF-1	Environment and Climate Change Canada has established funding for this project at a maximum amount of \$30,000.00 (in Canadian dollars) – excluding taxes – for professional services.	

4.2 Basis of Selection

Lowest Price Per Point (2007-05-25) A0035T

- To be declared responsive, a bid must:
 - comply with all the requirements of the bid solicitation; and
 - obtain the required minimum of 35 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 50 points
- Bids not meeting (a) or (b) 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.

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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.

5.2.3.2 Education and Experience

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

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate.

Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

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.

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 Work to be performed is detailed in the Statement of Work found 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

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

6.3.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, 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 contract award to _____ **(to be inserted at contract award)** inclusive.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

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

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

6.5.2 Project Authority (to be inserted at contract award)

The Project Authority for the Contract is:

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 inserted at contract award)

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

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____ (to be inserted at contract award). Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being

exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

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

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Single Payment (2008-05-12) H1000C

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents 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. the Work delivered has been accepted by Canada.

6.7.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International).

6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. 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.

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 _____ **(to be inserted at contract award)**.

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 supplemental general conditions 4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information;
- (c) the general conditions 2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____.

Basis for Canada's Ownership of Intellectual Property (2016-01-28) K3200T

Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): national security.

ANNEX "A" STATEMENT OF WORK

ASSESSMENT OF LABORATORY INFORMATION MANAGEMENT SYSTEM OPTIONS FOR THE NATIONAL AIR POLLUTION SURVEILLANCE (NAPS) PROGRAM

Purpose

The purpose of this work is to conduct an analysis of the NAPS Laboratories' sample and data flow processes and make recommendations on a laboratory information management system (LIMS) to streamline these processes and improve data quality.

Background

Environment and Climate Change Canada (ECCC) in collaboration with the provincial, territorial and regional monitoring agencies operates and manages the NAPS ambient monitoring network across Canada. The purpose of this Program is to coordinate the collection of air quality data from existing provincial, territorial and municipal air quality monitoring networks and provide accurate and long-term air quality data of a uniform standard in a unified Canada-wide air quality database.

For the NAPS program, ECCC conducts chemical and gravimetric analysis of samples at its ISO17025-accredited laboratories in Ottawa. ECCC also provides sampling media for integrated samplers, including filters, volatile organic compound (VOC) canisters, cartridge assemblies and filter packs. Accredited procedures to ensure sample integrity are followed throughout the process from sample preparation to shipping, collection and analysis.

Validation of these data is performed by field, laboratory and NAPS data management personnel and requires review of information generated at every step of the process. The data collection and validation ensure that final reported data meet the NAPS program data quality objectives (DQOs).

Objectives

The objective of this contract is to provide guidance and recommendations on implementing a LIMS for the laboratory and data management operations for the Analysis and Air Quality Section of ECCC.

Description of Work

The contracted personnel must perform the following tasks:

Task 1: Collaborate with the Project Authority to establish current and future goals and objectives for sample and laboratory analysis processing.

- Clearly define the needs for a LIMS

Task 2: Conduct a detailed workflow analysis of the current processing of samples from initial preparation, field deployment and retrieval, laboratory analysis, to data validation and reporting.

- Create flowcharts, tables and other materials to describe and visualize the workflow.

Task 3: Assessment of workflow analysis.

- Identify the strengths and weaknesses of the workflow.
- Identify what are the main bottlenecks and sources of human error.

Task 4: Recommend improvements to the workflow.

- Propose solutions that would improve the current workflow.
- Identify leading and emerging technologies for LIMS systems.
- Describe the merits and challenges of developing an in-house LIMS or purchasing LIMS software.
- Recommend options for LIMS that would improve efficiency and reduce human error.
- Prioritize steps to address workflow deficiencies.
- Provide recommendations on how to monitor and track progress.

Deliverables

The contracted personnel must provide the following deliverables:

Deliverable 1: The contracted personnel must conduct a detailed workflow analysis of the current processing of samples from initial preparation, field deployment and retrieval, laboratory analysis, to data validation and reporting.

- Create flowcharts, tables and other materials to describe and visualize the workflow.
 - Must be submitted to the Project Authority in MS Word format on or before February 25, 2019.

Deliverable 2: The contracted personnel must perform an assessment of workflow analysis.

- Identify the strengths and weaknesses of the workflow.
- Identify what are the main bottlenecks and sources of human error.
 - Must be submitted to the Project Authority in MS Word format on or before March 4, 2019.

Deliverable 3: The contracted personnel must provide the recommend improvements to the workflow.

- Propose solutions that would improve the current workflow.
- Identify leading and emerging technologies for LIMS systems.
- Describe the merits and challenges of developing an in-house LIMS or purchasing LIMS software.
- Recommend options for LIMS that would improve efficiency and reduce human error.
- Prioritize steps to address workflow deficiencies.
- Provide recommendations on how to monitor and track progress.
 - Must be submitted to the Project Authority in MS Word format on or before March 18, 2019.

Deliverable 4: The contracted personnel must submit a final report and presentation.

- The final report must include Deliverables 1 to 3 and incorporate comments provided by the Project Authority. The final report must also contain an executive summary.
- A presentation summarizing the work undertaken for the project including the key findings and recommendations.
 - Must be submitted to the Project Authority in MS Word format and MS PowerPoint on or before the contract end date.

Departmental Support

Environment and Climate Change Canada will provide the Contractor with all relevant information to carry out the work.

Acceptance Criteria

All work must be submitted to the Project Authority by the dates, in the quantity(ies), in the format(s) and in the language(s) requested by the Project Authority. All work is subject to the review and acceptance of the Project Authority prior to payment.

ANNEX "B"
BASIS OF PAYMENT

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ **(to be inserted at contract award)**. Customs duties are included and Applicable Taxes are extra.

Deliverable No.	Description	Proposed Cost [Bidding Company to Insert with Bid Submission]
1	The contracted personnel must conduct a detailed workflow analysis of the current processing of samples from initial preparation, field deployment and retrieval, laboratory analysis, to data validation and reporting.	
2	The contracted personnel must perform an assessment of workflow analysis.	
3	The contracted personnel must provide the recommend improvements to the workflow.	
4	The contracted personnel must submit a final report and presentation	
TOTAL (excluding taxes)		

ANNEX "A" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

() Direct Deposit (Domestic and International)