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	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000044511</p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2019.09.03</p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at – à <i>03:00 P.M.</i> on – le <i>2019.09.18</i></p>	<p><b>Time Zone – Fuseau horaire</b> <i>E.D.T.</i></p>
	<p><b>F.O.B – F.A.B</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> <i>Angelina Garcia Contracting Authority Environment Canada 201 – 401 Burrard Street Vancouver, BC V6C 3S5 Email: <a href="mailto:Angelina.Garcia@canada.ca">Angelina.Garcia@canada.ca</a></i></p>	
	<p><b>Telephone No. – N° de téléphone</b> 604-664-9114</p>	<p><b>Fax No. – N° de Fax</b> 604-713-9867</p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> <i>Starting contract award - plus two (2) additional one (1) year option periods</i></p>	
	<p><b>Destination - of Services / Destination des services</b> Ontario</p>	
	<p><b>Security / Sécurité</b> <i>There is no security requirement associated with this solicitation.</i></p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	

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

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**Title: QUALITY CONTROL AND QUALITY ASSURANCE OF ENVIRONMENT AND CLIMATE  
CHANGE CANADA'S CONTAMINANT DATA FROM THE AIR QUALITY RESEARCH DIVISION**

**PART 1 – GENERAL INFORMATION**

**1. Security Requirement**

1.1 There is no security requirement associated with this requirement.

**2. Statement of Work**

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

**3. Debriefings**

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

**PART 2 – BIDDER INSTRUCTIONS**

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

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

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

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

The standard instructions 2003 are modified as follows:

**Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** In its entirety

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

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

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

**Delete:** In its entirety

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

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

**Delete:** In their entirety

**Insert:** "Deleted"

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

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

**Insert:** "Deleted"

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

**Delete:** In its entirety

**Insert:** "Deleted"

**2. Electronic Submission of Bids**

In order to be considered, bids must be received no later than the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca

Attention: Angelina Garcia

Solicitation Number: 5000044511

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.

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 fax will not be accepted.

It is important to note that emails 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.

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

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

**Definitions**

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

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

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

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

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

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

**Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

**4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

**5. Applicable Laws**

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

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

**PART 3 – BID PREPARATION INSTRUCTIONS**

**Bid Preparation Instructions**

**Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

**Section II: Financial Bid**

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

**1.1 Price Breakdown**

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. *(Insert the following if applicable: "These items will be deliverable to Canada upon completion of the contract. ")*
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

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

**Section III - Certifications**

Bidders must provide the required certifications Part 5.

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

**1. Evaluation Procedures**

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

**1.1 Technical Evaluation**

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

**1.2 Technical Evaluation**

**1.2.1 Mandatory Technical Criteria**

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

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

	<b>Technical Criteria</b>	<b>Indicate yes/no</b>	<b>Clearly indicate page reference within Request for Proposal</b>
<b>M1</b>	Bidder must demonstrate its corporate experience via a brief narrative that they have at least 5 years of experience within the last 10 years in data management, quality control of continuous and integrated environmental monitoring data sets of mercury data collected with the Tekran™ type instrumentation and of atmospheric POPs monitoring data. The information must include the length of service of each type of data set.		
<b>M2</b>	Bidder must demonstrate its corporate experience via a brief narrative that they have at least 5 years of relevant experience within the last 10 years in writing computer programs in SAS® using BASE, ACCESS for PC files, and GRAPH. The information must include the name of project or industry where the computer programs and which type of data sets these were used.		

**1.2.2 Point Rated Technical Criteria**

	<b>Technical Criteria</b>	<b>Rating Grid</b>	<b>Clearly indicate page reference within Request for Proposal</b>
	<b>Management of Work</b> (Maximum 10 points)	Bidders should provide a work plan that described the management of the requested deliverables	
<b>PR1</b>	Proposed time estimates of work (5 points)	<i>5 points – Acceptable and complete; details of workplan within reasonable timelines</i> <i>3 points – partially addressed; estimated timelines in some work take longer than others</i> <i>0 point - Not addressed; workplan is either lacking or missing key details</i>	

<p><b>PR2</b></p>	<p>Proposed Milestones (5 points)</p>	<p>5 points – Acceptable and complete; milestones show Bidder is able to carry out the work based on objectives and estimated timelines of the work 3 points – partially addressed; milestones show variances in estimated timelines in the statement of work 0 point - Not addressed; milestones either lacking or missing key details from the workplan</p>	
	<p><b>Knowledge and Experience</b> (Maximum 40 points)</p>	<p>Bidders should demonstrate their knowledge of the operation of and experience with data collected from instrumentation that collects data for air pollutants such as mercury (as described below). Further, bidders should demonstrate their knowledge and experience as it relates to the quality assurance/quality control (QA/QC) of the data collected with these instruments.</p>	
<p><b>PR3</b></p>	<p>Bidder shall demonstrate their knowledge in the operation of the atmospheric mercury vapour analysers (Tekran 2537A/B/X/1130/1135). This description must include a list of potential instrumental problems that may arise and how they would resolve that identified problem in the data set. (10 points)</p> <p><i>Bidder shall demonstrate use of equipment; experience must include a description of instrumental problems that might impact on the assessment and the quality of data produced.</i></p>	<p>10 pts—Bidder clearly describes and understands the requirement 7 pts—Bidder has a reasonable understanding of the requirement 5 pts—Bidder has a basic understanding of the requirement (or a reasonable understanding of some elements only) 0 pts—Bidder has a weak understanding or does not demonstrate an understanding of the requirement</p>	
<p><b>PR4</b></p>	<p>Bidder shall demonstrate their knowledge of Environment Canada's Atmospheric Mercury QC program using the Research Data Management and Quality Control System (RDMQ™) for application to atmospheric mercury pollution data. See reference (copy can be provided upon request)<sup>1</sup> (10 points)</p> <p><i>Bidder shall demonstrate knowledge of EC's Atmospheric Mercury QC program and experience to include a description of application to a number of atmospheric pollutants.</i></p>	<p>10 pts—Bidder clearly describes and understands the requirement 7 pts—Bidder has a reasonable understanding of the requirement 5 pts—Bidder has a basic understanding of the requirement (or a reasonable understanding of some elements only) 0 pts—Bidder has a weak understanding or does not demonstrate an understanding of the requirement</p>	

1 Steffen A., Schertz T., Olson M. P., Gay D., Blanchard P. 2012. A comparison of data quality control protocols for atmospheric mercury speciation measurements. Journal of Environmental Monitoring. 14: 752-765.



<p><b>PR5</b></p>	<p>Bidder shall demonstrate their knowledge and experience with data conversion and formatting processes for submission to the ECCC open data portal in relevant data exchange standard (DES) file formats by describing the DES formats used in the data conversion. (10 points)</p> <p>See link to website for examples of data and DES standards  <a href="http://data.ec.gc.ca/data/air/monitor/monitoring-of-atmospheric-gases/total-gaseous-mercury-tgm/">http://data.ec.gc.ca/data/air/monitor/monitoring-of-atmospheric-gases/total-gaseous-mercury-tgm/</a></p> <p><i>Bidder shall demonstrate knowledge and experience by describing the use of data exchange standard file formats used in data conversion.</i></p>	<p>10 pts—Bidder clearly describes and understands the requirement            7 pts—Bidder has a reasonable understanding of the requirement            5 pts—Bidder has a basic understanding of the requirement (or a reasonable understanding of some elements only)            0 pts—Bidder has a weak understanding or does not demonstrate an understanding of the requirement</p>	
<p><b>PR6</b></p>	<p>Bidder shall demonstrate their knowledge and experience in modifying RDMQ™ program using SAS<sup>R</sup> for atmospheric pollutants such as mercury and POPs. The bidder shall describe previous projects where they employed RDMQ<sup>2</sup> and what were the outcomes of the projects. (10 points)</p> <p><i>Bidder shall demonstrate knowledge and experience using and modifying RDMQ™ by naming and describing projects, when and where used, and the outcomes.</i></p>	<p>10 pts—Bidder clearly describes and understands the requirement            7 pts—Bidder has a reasonable understanding of the requirement            5 pts—Bidder has a basic understanding of the requirement (or a reasonable understanding of some elements only)            0 pts—Bidder has a weak understanding or does not demonstrate an understanding of the requirement</p>	
<p><b>MINIMUM POINTS TO PASS</b></p>		<p>30 points (60%)</p>	
<p><b>TOTAL AVAILABLE POINTS</b></p>		<p>50 points</p>	

**1.3 Financial Evaluation**

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

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

**The Total Bid Price for Evaluation will be established as per Annex B – Basis of Payment/ Financial Bid Evaluation Sheet. Bidders must complete all cells within Annex B** in order for their bid to be deemed responsive. *Note: a cell cannot remain blank.* If an amount of \$0.00 or NIL is provided in the Bid for a portion of the Work, the Bidder must understand that all related work must be performed for the dollar value indicated in the Bid (i.e. \$0).

The financial bid will be the total combined costs of all columns listed in Annex B – Basis of Payment - Table 1, Table 2, and Table 3.

**Failure to complete Annex B – Financial Bid Evaluation Sheet and Basis of Payment, as per the instructions above, will render the bid non-responsive.**

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2 The contractor will be granted a non-exclusive license for RDMQ™ for the execution of the work program.

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

1. To be declared responsive, a bid must:
  - a) comply with all the requirements of the bid solicitation;
  - b) meet all mandatory criteria; and
  - c) obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 50 points.

2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60:40 ratio of technical merit and price, respectively. The total available points equal 50 and the lowest evaluated price is \$45,000 (45).

$$\text{Technical Score} = \frac{\text{Bidder's Points}}{50} \times 60\% = \text{XXX}$$

$$\text{Financial Score} = \frac{\text{Lowest Bid}}{\text{Bidder's Cost}} \times 40\% = \text{XXX}$$

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

**Example of calculation**

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		38/50	33/50	43/50
Bid Evaluation Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	38/50 x 60= 45.60	33/50 x 60 =39.60	43/50 x 60= 51.06
	Pricing Score	45/55 x 40 = 32.73	45/50 x 40 = 36.00	45/45 x 40 = 40.00
Combined Rating		78.33	75.60	91.06
Overall Rating		2nd	3rd	1st

**PART 5 - CERTIFICATIONS**

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

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

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

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

**1.1 Integrity Provisions - Associated Information (Annex C)**

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

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

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

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

\_\_\_\_\_  
Date

**2.2 Education and Experience**

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

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

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

\_\_\_\_\_  
Date

## **PART 6 - RESULTING CONTRACT**

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

**Title:** Quality Control and Quality Assurance of Environment and Climate Change Canada's contaminant data from the Air Quality Research Division

### **1. Security Requirement**

1.1 There is no security requirement applicable to this Contract.

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

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

### **3. Standard Clauses and Conditions**

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

#### **3.1 General Conditions**

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

General conditions 2010B is modified as follows:

#### **At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **At Section 13 Transportation Carriers' Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

#### **At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The Work is to be performed during the period of Contract award to March 31, 2020.

**4.2 Option to Extend the Contract**

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

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

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

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

**5.2 Technical Authority**

The Technical Authority for the Contract is:

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

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

**5.3 Contractor's Representative**

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

**6. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

**7. Payment**

**7.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_ (*insert the amount at contract award*). Applicable Taxes are extra.

**7.2 PWGSC SACC Manual clauses**

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

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

**8 Invoicing Instructions**

**8.1 Progress Payments**

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
- (b) Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 100 percent of the amount claimed and approved by Canada if:
  - i) an accurate and complete claim for payment in the form of an itemized account and any other documents required by the Contract is submitted in accordance with the invoicing provisions of the Contract;
  - ii) the amount claimed is in accordance with the basis of payment;
  - iii) the total amount for all progress payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Contract;
  - iv) all such documents have been verified by Canada;
  - v) the work delivered has been accepted by Canada.
- (c) The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all work and deliverable items required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted.
- (d) Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

**9. Certifications** A3015C 2014-06-26

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

**9.1 Compliance**

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

**10. Applicable Laws**

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

**11. Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) Modified 2010B (2016-04-04) General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, List of Names for Integrity Verification Form;
- (f) Annex D, Federal Contractors Program for Employment Equity – Certification; and
- (g) the Contractor's bid dated \_\_\_\_\_, *(insert date of bid)* *(If the bid was clarified or amended, insert at the time of contract award: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).*



## ANNEX A

### STATEMENT OF WORK

#### The Contractor hereby agrees to

Provide Quality Control and Quality Assurance of Environment and Climate Change Canada's contaminant data from the Air Quality Research Division

#### LOCATION

All work will be performed at the Contractor's facility with contractor's equipment.

#### BACKGROUND

Atmospheric mercury data is collected on a routine and semi routine basis at various locations throughout Canada using the Tekran™ instrumentation. These measurements are used to assess spatial and temporal trends of mercury within Canada and to assess the effectiveness of regulations implemented to reduce mercury emission sources. In order to assess the accuracy and precision of the data collected, rigorous quality control and quality assurance procedures must be applied.

The Air Quality Research Division (AQRD) has produced specific standard operating procedures for data treatment and applied them to Environment and Climate Change Canada's (ECCC's) current atmospheric monitoring stations. Currently, all atmospheric mercury data collected in Air Quality Research Division (AQRD) are expected to be treated with these pre-set quality control standards. In addition to mercury, persistent organic pollutant (POP) data is collected in the arctic on a weekly basis and the data, once through rigorous sample analysis, is also subject to ECCC established quality control processes. All the data collected, including mercury and POPs are submitted to both national and international databases for storage and so that the public can access and use these collected data.

#### OBJECTIVE

To engage the services of a Contractor with the expertise to produce high quality, quality assured, and finalized air contaminants data in a time frame that meets ECCC's national and international obligations.

These are obligations outlined in the following programs: Climate Change and Air Pollution, the Northern Contaminants Program and the Arctic Monitoring and Assessment Programme. The work program associated with this Statement of Work is an essential component of ECCC's data management process, which ultimately leads to ECCC's submission of data to national and international databases.

#### THE WORK

The Air Quality Research Division (AQRD) of ECCC carries out systematic measurements of atmospheric mercury and POPs across Canada. These measurements are made by the Air Quality Processes (ARQP) Section as part of commitments under the Northern Contaminants Program and the Climate Change and Air Pollution program. Continuous and semi-continuous measurements of atmospheric contaminants are made across the country and the measurement types are summarized in Section 4.

The bulk of the deliverables in this work program consist of quality controlled data files created by the Contractor through objective and timely quality control and management of raw measurement data files provided by AQRD.

Quality control of the data is to be carried out in a consistent, timely and scientifically-credible manner. The quality control and data management processes are very detailed and exacting, and are based on carefully controlled network data flow and delivery processes<sup>3</sup>. The quality control and management of the data will be carried out using a SAS-based quality control and data management software system designed and developed by ECCC called the Research Data Management and Quality Control System (RDMQ™). The Contractor will be granted a non-exclusive

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3 Steffen, A., Scherz, T., Olson, M. L., Gay, D. A., and Blanchard, P.: A comparison of data quality control protocols for atmospheric mercury speciation measurements Journal of Environmental Monitoring, 14, 752-765, 10.1039/c2em10735j, 2012.

license for RDMQ™ for the execution of the work program. The Contractor is required to hold a valid SAS license for Windows Workstation 32-bit including the BASE, AF, FSP, GRAPH and ACCESS Interface to PC Files modules, for the execution of the work program. The Contractor is also required to hold a valid license for the Windows 32-bit version of Microsoft Excel version 2010 or higher.

The Contractor will carry out the data management and quality control activities as specified below. The Contractor will also provide a duplicate or mirror set of files to ECCC - Toronto to ensure that ECCC has the capability of performing data management and quality control at any time.

Task 1	Routine monthly quality control total gaseous mercury (TGM) data collected from sampling sites in Canada. Task 1 includes collecting data and site reports from each site, adding raw data into program, applying flags to program, interpreting flags of the data and reporting to contract administrator. The weekly sites are as follows: <ol style="list-style-type: none"> <li>1. Alert</li> <li>2. Little Fox Lake</li> <li>3. Whistler</li> <li>4. Oil sands Aircraft project (limited study)</li> </ol>
Task 2	Quality control atmospheric mercury speciation data collected from Alert on a weekly basis. Task 2 includes collecting data and site reports from each site, adding raw data into program, applying flags to program, interpreting flags of the data and reporting to contract administrator.
Task 3	Produce special reports on the following: <ol style="list-style-type: none"> <li>a. Prepare all mercury data for submission to national and international databases including Environment and Climate Change Canada’s database (in the ECCC data exchange standard (DES) format)</li> <li>b. Analysis reports on instrumental problems</li> <li>c. Specialized data summaries in specific formatting and requested time averaging</li> </ol>
Task 4	Produce data conversion and formatting of Persistent Organic Pollutant (POPs) data from Alert to be submitted to: <ol style="list-style-type: none"> <li>a. Environment and Climate Change Canadas database (in the ECCC data exchange standard (DES) format)</li> <li>b. Data conversion for AMAP</li> </ol>
Task 5	Task authorized work – non routine (on a request as is basis) Work with ECCC staff to intercompare the new ARQP database flagging system with RDMQ for atmospheric mercury

**DELIVERABLES AND PROJECT SCHEDULE**

Specific deliverables, data timelines and deliverable schedules are presented in Tables 1, 2 and 3 below:

**Table 1: Schedule of deliverables (FY 2019-2020)**

<b>Deliverable</b>	<b>Site</b>	<b>Data to be treated</b>	<b>Deliverable date</b>
Task 1.1	Alert	Data collected each week starting April 1, 2019 to March 31, 2020	Contract award to March 31, 2020 (on a monthly basis)
Task 1.2	Little Fox Lake	Data collected each week starting April 1, 2019 to March 31, 2020	Contract award to March 31, 2020 (on a monthly basis)
Task 1.3	Whistler	Data collected each week starting April 1, 2019 to March 31, 2020	Contract award to March 31, 2020 (on a monthly basis)
Task 1.4	Oil Sands	Data collected from April- July, 2018	Contract award
Task 2	Alert	Data collected each week starting April 1, 2019 to March 31, 2020	Contract award to March 31, 2020 (on a monthly basis)
Task 3 a	Alert	Data collected April 1, 2019 to March 31, 2020	March 31, 2020
Task 3 a	Little Fox Lake	Data collected April 1, 2019 to March 31, 2020	March 31, 2020
Task 3 a	Whistler	Data collected April 1, 2019 to March 31, 2020	March 31, 2020
Task 3 b	Alert	Data collected April 1, 2019 to March 31, 2020	Report once per month
Task 3 b	Little Fox Lake	Data collected April 1, 2019 to March 31, 2020	Report once per month
Task 3 b	Whistler	Data collected April 1, 2019 to March 31, 2020	Report once per month
Task 3c	All sites	Data collected April 1, 2019 to March 31, 2020	March 31, 2020 and as requested
Task 4a/4b	Alert	Data collected April 1, 2019 to March 31, 2020	March 31, 2020
Task 5	All sites	As requested	March 31, 2020

**Table 2: Schedule of deliverables – OPTION 1**

<b>Deliverable</b>	<b>Site</b>	<b>Data to be treated</b>	<b>Deliverable date</b>
Task 1.1	Alert	Data collected each week starting April 1, 2020 to March 31, 2021	May 1, 2020 to March 31, 2021 (on a monthly basis)
Task 1.2	Little Fox Lake	Data collected each week starting April 1, 2020 to March 31, 2021	May 1, 2020 to March 31, 2021 (on a monthly basis)
Task 1.3	Whistler	Data collected each week starting April 1, 2020 to March 31, 2021	May 1, 2020 to March 31, 2021 (on a monthly basis)
Task 2	Alert	Data collected each week starting April 1, 2020 to March 31, 2021	May 1, 2020 to March 31, 2021 (on a monthly basis)
Task 3 a	Alert	Data collected April 1, 2020 to March 31, 2021	March 31, 2021
Task 3 a	Little Fox Lake	Data collected April 1, 2020 to March 31, 2021	March 31, 2021
Task 3 a	Whistler	Data collected April 1, 2020 to March 31, 2021	March 31, 2021
Task 3 b	Alert	Data collected April 1, 2020 to March 31, 2021	Report once per month
Task 3 b	Little Fox Lake	Data collected April 1, 2020 to March 31, 2021	Report once per month
Task 3 b	Whistler	Data collected April 1, 2020 to March 31, 2021	Report once per month
Task 3c	All sites	Data collected April 1, 2020 to March 31, 2021	March 31, 2021 and as requested
Task 4a/4b	Alert	Data collected April 1, 2020 to March 31, 2021	March 31, 2021

**Table 3: Schedule of deliverables – OPTION 2**

<b>Deliverable</b>	<b>Site</b>	<b>Data to be treated</b>	<b>Deliverable date</b>
Task 1.1	Alert	Data collected each week starting April 1, 2021 to March 31, 2022	May 1, 2021 to March 31, 2022 (on a monthly basis)
Task 1.2	Little Fox Lake	Data collected each week starting April 1, 2021 to March 31, 2022	May 1, 2021 to March 31, 2022 (on a monthly basis)
Task 1.3	Whistler	Data collected each week starting April 1, 2021 to March 31, 2022	May 1, 2021 to March 31, 2022 (on a monthly basis)
Task 2	Alert	Data collected each week starting April 1, 2021 to March 31, 2022	May 1, 2021 to March 31, 2022 (on a monthly basis)
Task 3 a	Alert	Data collected each week starting April 1, 2021 to March 31, 2022	March 31, 2022
Task 3 a	Little Fox Lake	Data collected April 1, 2021 to March 31, 2022	March 31, 2022
Task 3 a	Whistler	Data collected April 1, 2021 to March 31, 2022	March 31, 2022
Task 3 b	Alert	Data collected April 1, 2021 to March 31, 2022	Report once per month
Task 3 b	Little Fox Lake	Data collected April 1, 2021 to March 31, 2022	Report once per month
Task 3 b	Whistler	Data collected April 1, 2021 to March 31, 2022	Report once per month
Task 3c	All sites	Data collected April 1, 2021 to March 31, 2022	March 31, 2022 and as requested
Task 4a/4b	Alert	Data collected April 1, 2021 to March 31, 2022	March 31, 2022

**CROWN INPUT**

Environment and Climate Change Canada will supply the Contractor with a licensed copy of Environment and Climate Change Canada’s RDMQTM and RDMQ-Lite software.

**ACCEPTANCE CRITERIA**

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

**ANNEX B**

**BASIS OF PAYMENT**

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

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

The actual number of samples to be analysed under this RFP are estimates only. Payment will be based on the actual number of samples analysed. For the purposes of financial evaluation the price will be based on providing the following services over the three (one + 2 option) years.

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

**A- For Contract Period (From Contract Award to March 31, 2020)**

**Table 1: Schedule of deliverables**

Deliverable	Site	Type of Cost	Unit Rate	Number	Total Per Year
Task 1.1	Alert	Per month	xx.xx	12	xxx.xx
Task 1.2	Little Fox Lake	Per month	xx.xx	12	xxx.xx
Task 1.3	Whistler	Per month	xx.xx	12	xxx.xx
Task 1.4	Oil Sands Aircraft	Per month	xx.xx	4	xxx.xx
Task 2	Alert	Per month	xx.xx	12	xxx.xx
Task 3a	All sites	Per day	xx.xx	3	xxx.xx
Task 3b	All sites	Per day	xx.xx	12	xxx.xx
Task 3c	All sites	Per day	xx.xx	1	xxx.xx
Task 4a/4b	Alert	Per day	xx.xx	2.5	xxx.xx
Task 5	All sites	Per day	xx.xx	3	xxx.xx
				Total	xxx.xx

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

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

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

**Table 2: Schedule of deliverables – RENEWAL OPTION 1 (April 1, 2020 to March 31, 2021)**

Deliverable	Site	Type of Cost	Unit Rate	Number	Total Per Year
Task 1.1	Alert	Per month	xx.xx	12	xxx.xx
Task 1.2	Little Fox Lake	Per month	xx.xx	12	xxx.xx
Task 1.3	Whistler	Per month	xx.xx	12	xxx.xx
Task 2	Alert	Per month	xx.xx	12	xxx.xx
Task 3a	All sites	Per day	xx.xx	3	xxx.xx
Task 3b	All sites	Per day	xx.xx	12	xxx.xx
Task 3c	All sites	Per day	xx.xx	1	xxx.xx
Task 4a/4b	Alert	Per day	xx.xx	2.5	xxx.xx
				Total	xxx.xx

Table 3: Schedule of deliverables – RENEWAL OPTION 2 (April 1, 2021 to March 31, 2022)

Deliverable	Site	Type of Cost	Unit Rate	Number	Total Per Year
Task 1.1	Alert	Per month	xx.xx	12	xxx.xx
Task 1.2	Little Fox Lake	Per month	xx.xx	12	xxx.xx
Task 1.3	Whistler	Per month	xx.xx	12	xxx.xx
Task 2	Alert	Per month	xx.xx	12	xxx.xx
Task 3a	All sites	Per day	xx.xx	3	xxx.xx
Task 3b	All sites	Per day	xx.xx	12	xxx.xx
Task 3c	All sites	Per day	xx.xx	1	xxx.xx
Task 4a/4b	Alert	Per day	xx.xx	2.5	xxx.xx
				Total	xxx.xx

<b>GRAND TOTAL (A + B + C)</b>	
--------------------------------	--

**ANNEX C**  
**INTEGRITY REGIME**

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

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

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.<sup>4</sup> / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.<sup>4</sup>

\* Informations obligatoires / Mandatory Information

<b>*Dénomination complète de l'entreprise / Complete Legal Name of Company</b>		
<b>*Nom commercial / Operating Name</b>		
<b>*Adresse de l'entreprise / Company's address</b>	<b>*Type d'entreprise / Type of Ownership</b>	
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture	
<b>*Membres du conseil d'administration<sup>5</sup> / Board of Directors<sup>5</sup> (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)</b>		
<b>Prénom / First name</b>	<b>Nom / Last Name</b>	<b>Position (si applicable) / Position (if applicable)</b>

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

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

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

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
  - suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
  - suppliers that are a partnership do not need to provide a list of names.
- 5 Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors**




**ANNEX D**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.
- OR**
- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)