



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p><i>By Email; Anthony.Deflavis@canada.ca</i></p> <p><i>Par Courriel;</i> <i>Anthony.Deflavis@canada.ca</i></p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Testing of manufactured items for the presence of Polybrominated Diphenyl Ethers</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000046316-1</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2019-10-11</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le October 21, 2019</p>	<p>Time Zone – Fuseau horaire</p> <p><i>Eastern Daylight Time</i></p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Anthony De Flavis</p>	
	<p>Telephone No. – N° de téléphone 514-283-5958</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</p>	
	<p>Destination - of Services / Destination des services</p> <p>Gatineau, Quebec</p>	
	<p>Security / Sécurité <i>There is no security requirement associated with this bid solicitation</i></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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Environment Environnement
Canada Canada

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Title: Testing of manufactured items for the presence of Polybrominated Diphenyl Ethers

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

The Annexes include the Statement of Work, the Basis of Payment, the Non-Disclosure Certification and any other annexes.

2. Summary

2.1 Environment Canada has a requirement gather information on the concentration Polybrominated Diphenyl Ethers (PBDEs) in manufactured items in the Canadian marketplace as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from the date of issuance until December 31, 2019

2.2 There is no security requirement associated with this requirement.

2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003 (2014-09-25)

2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

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

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”



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

Delete: In its entirety

Insert: "Deleted"

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

Delete: "sixty (60) days"

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

The standard instructions 2004 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 07 Rejection of Bid, Subsection 07 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 10 Joint Venture, Subsection 10 (1b):

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

Insert: "Deleted"

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

- a. an individual;



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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;



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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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 Quebec.

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

6. Basis for Canada's Ownership of Intellectual Property

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions



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

Section I: Technical Bid (1 soft copy by e-mail in PDF format) To
Anthony.deflavis@canada.ca

Section II: Financial Bid (1 soft copy by e-mail in PDF format) To
Anthony.deflavis@canada.ca

Section III: Certifications (1 soft copy by e-mail in PDF format) To
Anthony.deflavis@canada.ca

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

Note for electronic submission of bids:

In order to be considered, bids must be received no later than 14h00 (2 p.m.) (Eastern Daylight Time) on 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: anthony.deflavis@canada.ca
Attention: Anthony De Flavis
Solicitation Number: 5000046316

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. 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 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.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders



should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

1.2 Price Breakdown

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

(a) Professional fees:

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the Quebec Region.
- (ii) travel between the successful bidder's place of business and the Quebec Region
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

(b) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.

(g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.3 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



Environment
Canada

Environnement
Canada

Bidders must submit the certifications required under Part 5.

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



The Bidder should complete the Financial Bid Presentation Sheet and include it in its financial bid once completed. As a minimum, the Bidder must respond to this Financial Presentation Sheet by including in its financial bid.

Work to be completed	Percentage of Contract Value Paid Upon Receipt	Scheduled completion dates for deliverables	Payment
Submit sampling plan and industry profile	10%	2 weeks after contract award	_____ \$ (A)
Submit first draft of report with results of bromide screening and PBDE concentrations	50%	12 weeks after contract award	_____ \$ (B)
Submit second draft of report with comments addressed	20%	15 weeks after contract award	_____ \$ (C)
Submit final report	20%	18 weeks after contract award	_____ \$ (D)
Evaluated Total (A) + (B) + (C) + (D) = (E)			_____ \$ (E) (Applicable Taxes not included)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

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.

1.1.2 Point Rated Technical Criteria – See ATTACHMENT « 1 » TO PART 4,

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria – See ATTACHMENT « 1 » TO PART 4,

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; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 60 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

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



combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

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

Overall Technical Score	Bidder		
	Bidder 1	Bidder 2	Bidder 3
	85/100	66/100	68/100
Bid Evaluated Price	55 000,00 \$	50 000,00 \$	45 000,00 \$
Calculations			
Technical Merit Score	$85/100 \times 70 = 59.5$	$66/100 \times 70 = 46.2$	$68/100 \times 70 = 47.6$
Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating	84.05	73.2	77.6
Overall Rating	1 st	2 ^a	3 ^a

The technically responsive proposal that obtains the highest combined rating of technical merit and price, e.g. adding the technical score with the financial score, will be recommended for award of a contract. The total possible technical score is 70 while the total possible financial score is 30. Where two or more proposals achieve the identical highest combined technical (70%) and financial (30%) score, the proposal with the lowest total price will be recommended for award of a contract.



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

Point Rated Technical Criteria

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

The point rated evaluation criteria of the Statement of work are:

Technical Requirements	Description	Cross Reference to Proposal (Bidder to insert page number)	Maximum points available	Minimum points Required	Score Received	Comments (client to insert at Evaluation)
TR1	<p>Qualifications of Company & Staff The bidding company must demonstrate the expertise of each team member on the proposed team, in fields of work that are related to the subject of this project, and highlight the experience related to specialties such as experimental design, adulterant testing, product testing, contamination analysis, impurity identification, and data analysis.</p> <ul style="list-style-type: none"> • Identification of specific field of work • A description of team members role(s) in this experience • Total number of months of experience in a field related to the Statement of Work (SoW) (include start and end dates) • The description of the nature of this experience and, when applicable, the issues addressed (relevant to the items identified under the statement of work) <p>*A minimum of 6 months of experience in a related field will be required for each resource to qualify for points.</p> <p>Points will be awarded for the average months of appropriate experience, as highlighted above, per resource: (up to 9 points)</p>		15			



Technical Requirements	Description	Cross Reference to Proposal (Bidder to insert page number)	Maximum points available	Minimum points Required	Score Received	Comments (client to insert at Evaluation)
	<ul style="list-style-type: none">i. 0 up to 6 months = 0 pointsii. >6 up to 24 months = 3 pointsiii. >24 up to 60 months = 6 pointsiv. more than 60 months = 9 points <p>Project Manager: The Identified project manager clearly demonstrates experience managing two past projects or studies related to analytical testing in consumer products, completed in the last 5 years. Projects with a minimum duration of 6 months will be required for consideration (3 points)</p> <p>Each project description must be no more than one (1) page in length, and include:</p> <ul style="list-style-type: none">• The project title, client name, industry sector(s), and objectives.• Information gathering approach, planned and actual dollar values, and planned and actual start and finish dates.• The example projects provided could have been conducted for either the public, private sector, or non-profit organizations. <p>Specialist: The team includes at least one specialist with recognized post-secondary education or professional accreditation in a technical field involving analytical chemistry, environmental sciences or other related fields and a combined two years of work experience in the field. The bidder must demonstrate the relevance of</p>					



Technical Requirements	Description	Cross Reference to Proposal (Bidder to insert page number)	Maximum points available	Minimum points Required	Score Received	Comments (client to insert at Evaluation)
	their experience to the requirements of the Statement of Work (3 points)					
TR2	<p>Experience: Firm’s experience with conducting similar projects The Bidding Company must clearly describe two (2) projects or studies completed in the last 10 years specifically related to the analytical testing of consumer products, adulterant testing, product testing, contamination analysis, or impurity identification.</p> <p>Each project description must be no more than (1) page in length and include:</p> <ul style="list-style-type: none"> • The project title, client name, industry sector(s) and objectives • Planned and actual dollar values, and planned and actual durations of each project • The scope of each project including, the topics addressed, nature of the services provided, the methodologies and approaches employed, the quality of the required deliverables. • Customer references for each of the projects presented (at a minimum: Company name, Client Name, telephone number, and email address for the contact person) <p>Experience claims must be supported by examples, and must provide sufficient detail to provide a clear understanding of the work performed.</p> <p>Contact references may be contacted to verify information provided with the bid. If there is a conflict between information provided by the customer</p>		20	10		



Technical Requirements	Description	Cross Reference to Proposal (Bidder to insert page number)	Maximum points available	Minimum points Required	Score Received	Comments (client to insert at Evaluation)
	<p>reference and the bid, the information provided by the customer will be evaluated instead of the information in the bid.</p> <p>If the named contact is unavailable when required during the evaluation period, the Bidder may provide the name and contact information of an alternate contact from the same customer.</p> <p>Points will be allocated as follows (10 per Project):</p> <ul style="list-style-type: none">i. The project presented meets predetermined timelines and budget. The proposal clearly highlights the scope of the project, methodologies, approaches, and the deliverables of the project. The project presented is related to the current project. (10 points)ii. The project presents timelines but does not meet predetermined timelines and/or budget. The proposal clearly highlights the scope of the project, methodologies, approaches, and the deliverables of the project. The project presented is related to the current project. (8 points)iii. The project presents timelines but does not meet predetermined timelines and/or budget. The proposal is missing information regarding the scope of the project, methodologies, approaches, or the deliverables. The project presented is related to the current project. (4 points)					



Technical Requirements	Description	Cross Reference to Proposal (Bidder to insert page number)	Maximum points available	Minimum points Required	Score Received	Comments (client to insert at Evaluation)
	<ul style="list-style-type: none"> iv. The project presents timelines but does not meet predetermined timelines and/or budget. The proposal is missing information regarding the scope of the project, methodologies, approaches, or the deliverables of the project. The project was not related to current project (2 points) v. The project presented does not meet assigned timelines and budget. The proposed is missing information related to the. The project presented was not related to current project. (0 points) 					
TR3	<p>Work Plan and Schedule</p> <p>The Bidding Company should provide a proposed Work Plan complete with assigned tasks and timelines. The Work Plan should demonstrate Under which timeline the team will achieve each of the tasks presented in the SoW. The work plan should also include charge out rates and total charges for specific personnel assigned to each task. Points will be awarded as per one of the following:</p> <ul style="list-style-type: none"> i. The proposal clearly assigns tasks and timelines to each team member and includes charge out rates and total charges for specific personnel assigned to each task. It clearly identifies the milestones, timelines and deliverables for all of the requirements in the SoW. (20 points) ii. The proposal clearly assigns 		20	10		



Technical Requirements	Description	Cross Reference to Proposal (Bidder to insert page number)	Maximum points available	Minimum points Required	Score Received	Comments (client to insert at Evaluation)
	<p>tasks and timelines to each team member and includes charge out rates and total charges for specific personnel assigned to each task. The proposal is missing information related to the milestones, timelines or deliverables for some of the requirements identified in the SoW. (16 points)</p> <p>iii. The proposal clearly assigns tasks and timelines to each team member but does not include charge out rates or total charges for specific personnel assigned to each task. The proposal is missing information related to milestones, timelines or deliverables for some of the requirements identified in the SoW. (12 points)</p> <p>iv. The proposal breaks down the time requirements for each member, but not per task and does not include charge out rates or total charges for specific personnel assigned to each task. The proposal is missing information related to the milestones, timelines or deliverables for some of the requirements identified in the SoW. (8 points)</p> <p>v. The proposal presents the team members, but does not assign timelines or tasks, and does not include charge out rates or total charges for specific personnel assigned to each task. The proposal is</p>					



Technical Requirements	Description	Cross Reference to Proposal (Bidder to insert page number)	Maximum points available	Minimum points Required	Score Received	Comments (client to insert at Evaluation)
	<p>missing information related to the milestones, timelines or deliverables for many of the requirements identified in the SoW. (4 points)</p> <p>vi. The proposal is missing information related to the team members, milestones, timelines or deliverables for the requirements identified in the SoW. (0 points)</p>					
TR4	<p>Management of the work plan TR4.1: The Bidding Company must clearly demonstrate in their proposal how the work plan will be managed.</p> <p>For each task and corresponding subtasks described in the SoW, demonstrate how the experience and expertise of each team member will be allocated to the tasks presented in the SoW. Points will be allocated based on the following:</p> <p>i. The proposal clearly demonstrates how the experience and expertise of each team member makes them an ideal candidate for completing the tasks that have been allocated to them (4 points)</p> <p>ii. The proposal vaguely demonstrates how the experience and expertise of each team member makes them an ideal candidate for completing the tasks that have been allocated to them. (2 points)</p> <p>iii. The proposal does not</p>		10	5		



Technical Requirements	Description	Cross Reference to Proposal (Bidder to insert page number)	Maximum points available	Minimum points Required	Score Received	Comments (client to insert at Evaluation)
	<p>demonstrate how the experience and expertise of each team member makes them an ideal candidate for completing the tasks that have been allocated to them. (0 points)</p> <p>TR4.2: For each task presented in the SoW, challenges and risks should be identified. A contingency plan containing alternative approaches/plans and flexibility mechanisms to overcome obstacles and challenges that may occur during the study must be presented.</p> <p>The proposed alternative approaches for overcoming obstacles and challenges should draw on past experiences with similar projects to the one described in the SoW. The proposal must demonstrate the relevance of the experience accrued to the alternative approaches presented. Points will be allocated based on the following:</p> <ul style="list-style-type: none">i. A clear plan has been considered to mitigate risks posed by unexpected challenges for each of the tasks. (6 points)ii. A vague plan has been considered to mitigate risks posed by unexpected challenges for each of the tasks. (4 points)iii. A vague plan has been considered to mitigate risks posed by unexpected challenges. The plan does not cover all tasks presented in the					



Technical Requirements	Description	Cross Reference to Proposal (Bidder to insert page number)	Maximum points available	Minimum points Required	Score Received	Comments (client to insert at Evaluation)
	<p>SoW. (2 points)</p> <p>iv. No plan has been considered to mitigate risks posed unexpected challenges. (0 points)</p>					
TR5	<p>Methodology</p> <p>The Bidding Company should demonstrate in their proposal a sound understanding of applications involving the usage of halogenated flame retardants, specifically Polybrominated diphenyl ethers (PBDEs), and where these substances may be found in manufactured items.</p> <p>The methodology must demonstrate an effective and detailed approach (including experimental method development, methods for collecting, organizing, and analyzing data, sources of information, quality control measures) for each of the summarized tasks that highlighted below:</p> <ul style="list-style-type: none">i. Task 1: Identify manufactured items available for purchase in Canada where PDBE's may be present (up to 5 points)ii. Task 2: Submit sampling plan for identified products (up to 5 points)iii. Task 3: Purchase of items from approved list of manufactured items where PBDEs may be present (up to 5 points)iv. Task 4: Perform screening for bromide (up to 5 points)v. Task 5: Perform analytical testing to determine PBDE		30	20		



Technical Requirements	Description	Cross Reference to Proposal (Bidder to insert page number)	Maximum points available	Minimum points Required	Score Received	Comments (client to insert at Evaluation)
	concentrations (up to 5 points) vi. Task 6: Create use profile for PBDE in based on laboratory results (up to 5 points)					
TR6	The Bidding Company must identify a proposed sample size for this project. Points for sample size will be awarded as follows: i. More than 79 samples = 5 points ii. 65 - 79 samples = 4 points iii. 50 - 64 samples = 3 points iv. 0 - 49 samples = 0 points		5	3		
Total			100	60		



MANDATORY FINANCIAL CRITERIA

Once the evaluation of technical bids is completed, the financial bid will be opened and evaluated by the Contracting Authority. Technical notes will not change once the financial bid has been viewed.

N°	Mandatory Financial Criteria	Met (Yes / No)
1	The all-inclusive financial proposal must not exceed the value of \$45,000.00 including travel and material costs for the entire duration of the contract, excluding taxes.	

The price of the bid will be evaluated in Canadian dollars, excluding the goods and services tax or the harmonized sales tax, destination FOB, including Canadian customs duties and excise taxes.

The total price of the bid for evaluation will be established in accordance with ATTACHMENT 1 TO PART 3 - FINANCIAL BID PRESENTATION SHEET. Bidders must complete all boxes in the Attachment 1 to be considered responsive.

Note: A box can not remain empty. If an amount of \$ 0.00 or NUL is indicated in the bid for some of the work, the Bidder must understand that any related work must be performed for the monetary value indicated in the bid (ie \$ 0).

The financial bid will represent the combined total for all columns in ATTACHMENT 1 TO PART 3.

Failure to complete Attachment 1 to Part 3 in accordance with the instructions above, will render the Bidder's bid non-responsive.



PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

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



2.2 Education and Experience

PWGSC SACC Manual clause A3010T 2010-08-16 Education and Experience

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.

PART 6 - RESULTING CONTRACT

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

Title: Historical and Forecast Sales Estimations for On-Road Light Duty Vehicles in Canada

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

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

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties



agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.”

A. For professional services requirements where the deliverables are copyrightable works:

At Section 19 Copyright

Delete: In its entirety

Insert:

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

B. For standard service requirements (ex.: manual services, snow or garbage removal, cleaning, window washing, maintenance, etc.) the general conditions 2010 B General Conditions Professional Services (Medium Complexity), must be modified as follows:

At Section 06 Subcontracts



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

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

At Section 19 Copyright

Delete: In its entirety

Insert: “Deleted”

2.2 Supplemental General Conditions

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

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

2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ *(insert name(s) of person(s)).*

3. Security Requirement

3.1 There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed from the date of contract award to **December 31, 2019**

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Anthony De Flavis
Procurement Specialist
Environment and Climate Change Canada
Assets, Contracting and Environmental Management Directorate
Workplace Services and Contracting Assets
105 McGill, 5e étage, Montréal QC H2Y 2E7
anthony.deflavis@canada.ca
Telephone 514-283-5958

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 – will be identified in the contract

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 - – will be identified in the contract

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$_____. Customs duties are included and Applicable Taxes are extra.

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



7.2 PWGSC SACC Manual Clauses

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

7.3 Time Verification

C0711C (2008-05-12) Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

8.1 Milestone Payment

8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B of the Contract and the payment provisions of the Contract, up to 100 percent of the amount claimed and approved by Canada if:

- (a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) the total amount for all milestone payments paid by Canada does not exceed 100 percent of the total amount to be paid under the Contract;
- (c) all such documents have been verified by Canada;
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

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) (2018-06-21) Supplemental General Conditions Professional Services - Medium Complexity
- (c) 2010B General Conditions - Professional Services (Medium Complexity) (2018-06-21) as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C the signed Non-Disclosure Certification.
- (g) Annex D Former Public Servant – Competitive Bid
- (h) the Contractors Bid dated _____

12. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX A STATEMENT OF WORK

Objective

The objective of this study is to gather information on the concentration Polybrominated Diphenyl Ethers (PBDEs) in manufactured items¹ in the Canadian marketplace. The Government of Canada requires this information to understand potential consequences of proposed regulatory controls for PBDEs in manufactured items.

To meet the objective, the Contractor must measure levels of PBDEs in manufactured items available for purchase in Canada, other than automotive spare parts. The contractor will select manufactured items that may contain PBDEs and work with a laboratory to measure PBDE concentrations. The goal is to determine the concentrations of PBDEs in a variety of manufactured items, other than automotive spare parts.

The Contractor is to provide the results of the research to the Project/Technical Authority in the form of a report.

Background

Polybrominated Diphenyl Ethers (PBDEs)

PBDEs are a class of substances used as flame retardants in a wide variety of products. The Government of Canada has assessed seven PBDE congener groups (see Table A1).

Table A1

PBDE	CAS No. ²	Molecular Formula
Tetrabromodiphenyl ethers (tetraBDE)	40088-47-9	C ₁₂ H ₆ Br ₄ O
pentabromodiphenyl ethers (pentaBDE)	32534-81-9	C ₁₂ H ₅ Br ₅ O
hexabromodiphenyl ethers (hexaBDE)	36483-60-0	C ₁₂ H ₄ Br ₆ O
heptabromodiphenyl ethers (heptaBDE)	68928-80-3	C ₁₂ H ₃ Br ₇ O
octabromodiphenyl ethers (octaBDE)	32536-52-0	C ₁₂ H ₂ Br ₈ O
nonabromodiphenyl ethers (nonaBDE)	63936-56-1	C ₁₂ HBr ₉ O
decabromodiphenyl ethers (decaBDE)	1163-19-5	C ₁₂ Br ₁₀ O

PBDEs have generally been sold in three commercial mixtures (PentaBDE, OctaBDE and DecaBDE) that each contain different amounts of the seven PBDE congener groups.

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

² Chemical Abstracts Service (CAS) Registry Number

PentaBDE and OctaBDE are no longer intentionally added to manufactured items imported into Canada. DecaBDE is still used within certain manufactured items such as automotive parts and pallets used for the transportation of goods. Any of the seven PBDEs congener groups may also be present within manufactured items made from recycled plastics containing PBDEs.

In December 2006, the Government of Canada identified PBDEs as a high priority for action under the Chemicals Management Plan³ (CMP).

Canadian Risk Assessments of PBDEs

In June 2006, the Government of Canada published a Screening Assessment Report on PBDEs⁴. The Screening Assessment Report concluded tetraBDE, pentaBDE, hexaBDE, heptaBDE, octaBDE, nonaBDE and decaBDE, are entering the environment in a quantity or concentration or under conditions that have or may have an immediate or long-term harmful effect on the environment or its biological diversity and thus meets the criteria under paragraph 64(a) of CEPA. The persistence and bioaccumulation data for tetraBDE, pentaBDE and hexaBDE indicates that they satisfy the criteria of the *Persistence and Bioaccumulation Regulations*⁵ of *Canadian Environmental Protection Act, 1999*⁶ (CEPA).

The Government of Canada also published a Human Health State of Science Report on PBDEs in June 2006⁷. The State of Science Report found that levels of human exposure to PBDEs were expected to be low.

In August 2010, the Government of Canada published an Ecological State of the Science Report on decaBDE⁸. The State of Science report found that decaBDE may transform into tetraBDE, pentaBDE and hexaBDE in organisms and the environment.

TetraBDE, pentaBDE and hexaBDEs meet the conditions set out in CEPA for mandatory addition to the Virtual Elimination List⁹. The Risk Management Strategy for PBDEs, published in August 2010¹⁰, stated that the environmental objective for all seven PBDE congener groups is to reduce the concentrations of PBDEs in the Canadian environment to the lowest level possible.

A Human Health State of the Science Report on decaBDE, published in December 2012¹¹, found that margins of human exposure were considered adequate.

³ <https://www.canada.ca/en/health-canada/services/chemical-substances/chemicals-management-plan.html>

⁴ <https://www.canada.ca/en/environment-climate-change/services/canadian-environmental-protection-act-registry/publications/ecological-screening-assessment-report-polybrominated.html>

⁵ <https://pollution-waste.canada.ca/environmental-protection-registry/regulations/view?Id=33>

⁶ <https://www.canada.ca/en/environment-climate-change/services/canadian-environmental-protection-act-registry/related-documents.html>

⁷ <https://www.canada.ca/en/health-canada/services/environmental-workplace-health/reports-publications/environmental-contaminants/state-science-report-screening-health-assessment-polybrominated-diphenyl-ethers-pbdes.html>

⁸ <http://www.ec.gc.ca/lcpe-cepa/default.asp?lang=En&n=B901A9EB>

⁹ <https://www.canada.ca/en/environment-climate-change/services/management-toxic-substances/policy/track-1-virtual-elimination.html>

¹⁰ <http://publications.gc.ca/site/eng/459872/publication.html>

¹¹ <http://www.ec.gc.ca/ese-ees/default.asp?lang=En&n=92D49BA9-1>



Canadian Regulations Pertaining to PBDEs

In July 2008, the Government of Canada published *Polybrominated Diphenyl Ethers Regulations*¹². *The Polybrominated Diphenyl Ethers Regulations* banned the manufacture of PBDEs and restricted the use of PBDEs in Canada.

In October 2016, the Government of Canada published the [*Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012*](#)¹³. The [*Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012*](#) prohibit the manufacture, use, sale, offer for sale and import of all PBDEs and products containing them, except manufactured items. The [*Regulations Amending the Prohibition of Certain Toxic Substances Regulations, 2012*](#) repealed the *Polybrominated Diphenyl Ethers Regulations* upon coming into force.

Additional Information

Studies by non-governmental organizations and academia have found PBDEs in manufactured items where flame retardant use is not required^{14,15} (such as toys, office equipment and food contact articles). This is likely due to recycling of plastics containing PBDEs.

Terminology

Terms used in this document.

Applicable Material: A component of a manufactured item subject to screening for bromide and, if required, analyzed for PBDE concentrations by a laboratory.

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

Substances of interest: PBDEs including (where applicable) products that contain them:

- Polybrominated Diphenyl Ether (PBDE) homologues:
 - tetrabromodiphenyl ethers (tetraBDE)
 - CAS No. 40088-47-9
 - pentabromodiphenyl ethers (pentaBDE)
 - CAS No. 32534-81-9
 - hexabromodiphenyl ethers (hexaBDE)
 - CAS No. 36483-60-0
 - heptabromodiphenyl ethers (heptaBDE)
 - CAS No. 68928-80-3
 - octabromodiphenyl ethers (octaBDE)
 - CAS No. 32536-52-0
 - nonabromodiphenyl ethers (nonaBDE)
 - CAS No. 63936-56-1

¹² <https://pollution-waste.canada.ca/environmental-protection-registry/regulations/view?Id=84>

¹³ <http://www.gazette.gc.ca/rp-pr/p2/2016/2016-10-05/html/sor-dors252-eng.html>

¹⁴ <https://chemicalwatch.com/62915/ngos-find-high-pbde-levels-in-eu-toys-child-accessories>

¹⁵ <https://saferchemicals.org/newsroom/toxic-flame-retardant-chemicals-found-in-tvs>



- decabromodiphenyl ethers (decaBDE)
 - CAS No. 1163-19-5

The Regulations: the Prohibition of Certain Toxic Substances Regulations, 2012.

Description of the Work

Requirements

The Contractor must provide the information described in section 2.2, Tasks, in the format and timelines described in section 2.3, Deliverables. The Contractor must document all methodologies, including estimations, methodologies and assumptions in detail. The Contractor must present the results of its research to the Project/Technical Authority in the form of a report, with supporting materials.

Furthermore, the Work must meet the following requirements:

- a) All monetary values will be expressed in Canadian dollars, with the source year the most recent possible and readily visible. Instances of currency conversion will be identified and accompanied by an explanation of the exchange rate used. Units will always be clearly indicated, and converted for easy comparability whenever possible.
- b) Use of Canadian data will be prioritized over those from other sources.
- c) When information/data is not available, the Contractor will clearly identify sources checked and methods used to try to obtain that information. Where possible, the contractor is expected to use alternative methods to estimate the requested information.
- d) The information and documentation provided to the Contractor are to be used for the purpose of this Contract only and are not to be used for other purposes unless duly authorized by the Project/Technical Authority. The information will be destroyed in a manner deemed appropriate by the Project/Technical Authority upon request.
- e) The Contractor is to advise the Project/Technical Authority of any information to be provided by a third party on a confidential basis for the purpose of the study and is to transmit the original documents containing any such information to the Project/Technical Authority under separate cover.

All references will be clearly documented with footnotes and a Reference section.

Tasks

The contractor is expected to:

1. Identify manufactured items available for purchase in Canada, other than automotive spare parts, where PBDEs may be present.
2. Once the manufactured items have been identified, the contractor must submit a sampling plan to ECCC for review and approval prior to proceeding. This must at least contain descriptions of:
 - a. Proposed list of manufactured items to be purchased, indicating: brands, model, unit cost, retailer to be purchased from.
 - b. Experimental design which includes the acquisition and characterization of manufactured items for testing, handling and custody of manufactured items for testing and storage.



- c. Details regarding adherence to good laboratory practices, health and safety, sample preparation, analytical procedures for screening analysis and in-depth analysis, analytical instrument calibration and associated detection limits; quality assurance (QA)/quality control (QC); and data management and verification.
3. Purchase items from the approved list of manufactured items where PBDEs may be present.
 - a. Purchase new items only. Items must have been manufactured within the last year.
 - b. Prioritize items that are popular with consumers.
 - c. Avoid purchasing from manufacturers and retailers that claim that their products do not contain halogenated flame retardants and/or PBDEs.
4. Perform screening for bromide in the manufactured items. If the samples are found to contain bromide, they will be further tested for the concentration of seven (7) identified PBDE congener groups.
 - a. If samples are not destroyed during the screening process, return them to the Government of Canada.
 - b. Since samples not containing bromide will not be analyzed for PBDEs, the consultant shall purchase additional items for screening and possible analysis fitting within the project's budget. To be approved by the Project/Technical Authority.
5. Perform the analytical testing to determine the concentration of PBDEs in the selected manufactured items. The results must include:
 - a. Estimates of absolute quantity of each PBDE congener group in the applicable material of the manufactured items
 - i. Concentration of PBDE congeners by weight (% w/w) in the applicable material of the manufactured item;
 - ii. An estimate of the weight of the applicable material of the manufactured item.
 - b. Estimates of the absolute quantity of each PBDE congener group in the in the whole manufactured item
 - i. Estimate of the percent by weight (% w/w) of the applicable material with respect to the weight of the entire manufactured item;
 - ii. A measurement of the weight of the entire manufactured item.
6. Use the results of the laboratory analysis and perform research to create a profile for uses of PBDEs in manufactured items in the Canadian Marketplace:
 - a. Prepare a list and brief description of the Canadian industry associations and sectors involved with manufactured items potentially containing unintentional/incidental PBDEs.
 - b. Prepare a list and brief description of product categories and types of manufactured items, listed by industry sector, potentially containing unintentional/incidental PBDEs.
7. Circulate analysis of PBDEs in manufactured items including methodology and assumptions, trends, scientific observations, references, and also deficiencies and challenges with interpreting and analysing. There will be a total of two (2) drafts for the Project/Technical Authority review, followed by a final version. Any comments/edits/corrections/suggestions made to draft documents by the Project/Technical Authority must be incorporated into the final version of the report.
8. Prepare a final version of the report.

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

Deliverables

The consultant must provide the following deliverables:

- Deliverable 1: The consultant must provide a sampling plan including a list of manufactured items. See item 2 under “Description of the Work” for more details.
- Deliverable 2: The consultant must provide a first draft of PBDE analysis and report
- Deliverable 3: The consultant must provide a second draft of PBDE analysis and report
- Deliverable 4: The consultant must provide a final version of the report.

Schedule

Table A2: Description of deliverables and timeframes

Deliverable	Activities	Dates
Kickoff meeting by teleconference	Meeting between Project/Technical Authority and the consultant to review and solidify the work schedule. At this time, the Contractor will be provided with any relevant background materials.	To be determined at contract award
Submit sampling plan and industry profile	Circulate draft of sampling plan and industry profile as outlined in the section above entitled “Description of the Work”.	~ 2 weeks after contract award
Submit first draft of report with results of PBDE concentrations	Circulate first draft of analysis of PBDEs in manufactured items. See item 6 in the section “Description of the Work” above for more details. This deliverable must also consider and address comments received during regular progress of the project and comments provided on the sampling plan and industry profile.	~ 12 weeks after contract award
Submit second draft of report with comments addressed	Circulate second draft of analysis of PBDEs in manufactured items. See item 6 in the section “Description of the Work” above for more details. This deliverable must also consider and address comments received during regular progress of the project and comments provided after the first draft.	~ 15 weeks after contract award
Submit final version of report with all comments addressed	This must incorporate all comments submitted by ECCC at all stages of the contract. An electric, editable version in MS word as well as a PDF version is required.	~ 18 weeks after contract award



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



ANNEX B BASIS OF PAYMENT

Contract Period - From the date of issuance until December 31, 2019

During the period of the contract, the Contractor will be paid upon successful completion of deliverables as specified below for work performed in accordance with the contract.

Work to be completed	Percentage of Contract Value Paid Upon Receipt	Scheduled completion dates for deliverables	Payment
Submit sampling plan and industry profile	10%	2 weeks after contract award	_____ \$
Submit first draft of report with results of bromide screening and PBDE concentrations	50%	12 weeks after contract award	_____ \$
Submit second draft of report with comments addressed	20%	15 weeks after contract award	_____ \$
Submit final report	20%	18 weeks after contract award	_____ \$



**ANNEX C
NON-DISCLOSURE CERTIFICATION**

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

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

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

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

Signature



Date



ANNEX D 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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. 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:



- c. name of former public servant;
- d. 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:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.