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<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions –</b> <b>Environnement Canada</b></p> <p><b>Electronic Copy:</b> <a href="mailto:ec.soumissions-bids.ec@canada.ca">ec.soumissions-bids.ec@canada.ca</a></p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT</b> <b>CANADA</b></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><b>SOUSSION À:</b> <b>ENVIRONNEMENT CANADA</b></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><b>Title – Titre</b> <b>Shellfish Water Classification Program :</b> <b>Lower St. Lawrence, Gaspésie and</b> <b>Magdalen Islands Regions</b></p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> <b>5000049090B</b></p>	
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> <b>2019-12-11</b></p>	
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at – à <b>2:00 P.M.</b> on – le <b>2020-01-29</b></p>	<p><b>Time Zone – Fuseau horaire</b> <b>Eastern Standard Time (EST)</b></p>
	<p><b>F.O.B – F.A.B</b> <b>Destination</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> <b><a href="mailto:moufid.samri@canada.ca">moufid.samri@canada.ca</a></b></p>	
	<p><b>Telephone No. – N° de téléphone</b> <b>514-496-2617</b></p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> <b>2020-04-01</b></p>	
	<p><b>Destination - of Services / Destination des services</b> <b>Quebec Region</b></p>	
	<p><b>Security / Sécurité</b> <b>There is no security requirement applicable to this request.</b></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) /</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>	
	<p><b>Signature</b></p>	<p><b>Date</b></p>

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**TITLE Shelfish Water Classification Program : ~~Lower St. Lawrence~~, Gaspesie and Magdalen Islands Regions**

**PART 1 - GENERAL INFORMATION**

**1. Introduction**

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security and Insurance Requirements that must be addressed by bidders; and

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

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

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, the Non-Disclosure Certification, The list of names and Former Public Servant Certification

**2. Summary**

2.1 Environment and Climate Change Canada has a need for services to carry out bacteriological studies of shellfish areas and aquaculture sites in order to evaluate the water quality so as to meet the CSSP Standards for the period of April 1, 2020, to March 31, 2023.

This mandate relates to the ~~Lower St. Lawrence~~, Gaspésie and Magdalen Islands regions. ~~Twenty-eight (28)~~ **Twenty-four (24)** shellfish growing areas and twenty-one (21) aquaculture sites to be sampled. The description of shellfish sectors, the sampling frequency and the number of stations to sample are presented in Annex 1. These sectors will be sampled from May to November. The localization of the stations to sample will be provided to the consultant following the signing of the contract.

2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.

- 2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.4 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA), Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Honduras Free Trade Agreement and Comprehensive Economic and Trade Agreement (CETA)
- 2.5 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity - Certification.

### **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 (2019-03-04) 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. Submission of Bids

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

## 3. Former Public Servant – Competitive Bid

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

### Definitions

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

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

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

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

### Former Public Servant in Receipt of a Pension

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **five (05) 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, soft copy in PDF format.

Section II: Financial Bid, soft copy in PDF format.

Section III: Certifications, soft copy in PDF format.

#### **Note for electronic submission of bids:**

In order to be considered, bids must be received no later than 14h00 (Eastern Standard 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: [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

Attention: **Moufid Samri**

Solicitation Number: **5000049090**

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.

#### **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 in a thorough, concise and clear manner for carrying out the work.

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

**Section II: Financial Bid**

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 01 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their prices FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 01) TO PART 3 -  
FINANCIAL BID PRESENTATION SHEET**

The Bidder must complete this Financial Bid Presentation Sheet ([attached in Excel format](#)) and include it in its financial bid.

**PRICE LIST FOR EXTRA WORK**

The Contractor shall provide estimated cost for carrying out the activities listed below for the regions of ~~Lower St Lawrence~~, Gaspesie and Magdalen Islands for 2020, 2021 and 2022. These prices are for information purposes only and will not be considered in the evaluation.

ECCC reserves the right to adjust the number of rounds planned in the proposed sampling plan during the term of office with a view to reducing or increasing the financial resources allocated to the Program. The removal or the addition could be up to a maximum of +/- 10 % of the contract value. The contract costs would be adjusted accordingly.

<b>Additional sampling round Cost per day per region per year</b>			
	<b>Price - Year 2020 April 1<sup>st</sup> 2020 to March 31<sup>st</sup> 2021</b>	<b>Price – 1<sup>st</sup> Option year April 1<sup>st</sup> 2021 to March 31<sup>st</sup> 2022</b>	<b>Price – 2<sup>nd</sup> Option year April 1<sup>st</sup> 2022 to March 31<sup>st</sup> 2023</b>
Region	Following a sample collection: cost for sampling, transport, laboratory analysis and data entry in PRISM		
<del>Lower St Lawrence</del>	<del>\$(daily rate)</del>	<del>\$(daily rate)</del>	<del>\$(daily rate)</del>
Gaspesie	\$ (daily rate)	\$ (daily rate)	\$ (daily rate)
Magdalen Islands	\$ (daily rate)	\$ (daily rate)	\$ (daily rate)
<b>Cost by sample (addition or removal of a sample in a sampling round)</b>			
	<b>Price - Year 2020 April 1<sup>st</sup> 2020 to March 31<sup>st</sup> 2021</b>	<b>Price – 1<sup>st</sup> Option year April 1<sup>st</sup> 2021 to March 31<sup>st</sup> 2022</b>	<b>Price – 2<sup>nd</sup> Option year April 1<sup>st</sup> 2022 to March 31<sup>st</sup> 2023</b>
Region	Following a sample collection: cost for sampling, transport, laboratory analysis and data entry in PRISM		
<del>Lower St Lawrence</del>	<del>\$(per sample)</del>	<del>\$(per sample)</del>	<del>\$(per sample)</del>
Gaspesie	\$ (per sample)	\$ (per sample)	\$ (per sample)
Magdalen Islands	\$ (per sample)	\$ (per sample)	\$ (per sample)

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

Mandatory and point rated technical evaluation criteria are included in Attachment 01 to Part 4.

#### 1.2 Financial Evaluation

For evaluation purposes only, the price of the bid is determined as follows over a period of one fine contract year (2020) plus two options years (2021 and 2022):

~~(The total cost for the Lower St Lawrence) +~~ (The total cost for Gaspesie) + (The total cost for the Magdalen Islands) + \$15,000.00\*

*\* A provision of \$15,000.00 will be allocated for additional not planned work estimated at 5,000.00\$ per year. Canada has no commitment and no obligation to pay this amount to the supplier. The funds in question will be used as the work are deemed necessary by the Technical Authority of this project.*

- 1.2.1 For the purposes of bid evaluation and contractor selection, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 01 to Part 3.

### 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;
  - (c) obtain the minimum score of 80% overall for the rated evaluation criteria as well as the required minimum indicated in below rated technical criteria table for "**Proposed Methodology**" and "**Experience and Stability of staff**"

The rating is performed on a scale of 400 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 80 % for the technical merit and 20% 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 obtained multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
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 80/20 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 (80%) and Price (20%)

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	85/100	81/100
Bid Evaluated Price	55 000,00 \$	50 000,00 \$	45 000,00 \$
Technical Merit Score	$90/90 \times 80 = 80$	$85/90 \times 80 = 75,56$	$81/90 \times 80 = 72,00$
Pricing Score	$45/55 \times 20 = 16,36$	$45/50 \times 20 = 18,00$	$45/45 \times 20 = 20,00$
Combined Rating	96,36	93,56	92,00
<b>Overall Rating</b>	<b>1<sup>st</sup></b>	<b>2<sup>nd</sup></b>	<b>3<sup>rd</sup></b>

**ATTACHMENT 01 TO PART 4,  
MANDATORY FINANCIAL AND TECHNICAL CRITERIA AND POINT RATED TECHNICAL  
CRITERIA**

The Bidder must describe, using the relevant details, what it respects all technical criteria.

N*	MANDATORY FINANCIAL CRITERIA	Compliant	Not Compliant
<b>MFC1</b>	<p>The maximum funding available for the Contract (<del>Lower St. Lawrence</del> <b>Gaspesie and Magdalen Islands Regions</b>) resulting from the bid solicitation is set out below by Contract Year (Applicable Taxes extra). <b>Bids valued in excess of the values indicated will be considered non-responsive.</b> Disclosing the maximum funding available does not commit Canada to pay this amount.</p> <p>1. Firm contract year 2020 = <b>260 000.00\$</b>            2. 1<sup>st</sup> optional year 2021 = <b>265 000.00\$</b>            3. 2<sup>nd</sup> optional year 2022 = <b>270 000.00\$</b></p>		

N*	MANDATORY CRITERIA	Compliant	Not Compliant
<b>MC1</b>	<p>Water quality sample must be processed in a laboratory accredited to the ISO standard ISO/IEC 17025 by an accreditation body signatory of the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA) for the whole term of the contract. The scope of accreditation of the laboratory must include the relevant CSSP method identified in Annex « A » (Statement of work, section 3 – particular objectives) of this document.</p> <p>A copy of the accreditation certificate and the scope of accreditation of the laboratory selected by the consultant must be provided when the proposal is submitted. In the case where the accreditation is being renewed, a letter of confirmation from the accreditation organization must be included with the proposal</p>		
<b>MC2</b>	Project manager – recognized university degree in science		
<b>MC3</b>	Laboratory manager - recognized university degree in microbiology		
<b>MC4</b>	Field leader - college diploma		
<b>MC5</b>	Laboratory technician - recognized diploma in laboratory technique or similar work experience as per statement of work		

**POINT RATED TECHNICAL CRITERIA**

POINT RATED TECHNICAL CRITERIA		
<b>1.</b>	<b><u>Proposed Methodology (minimum passing mark: 144/180)</u></b>	<b>Minimum 144/180</b>
<b>1.1</b>	<b>Detailed daily planning of sectors to be sampled :</b>	xx/80
	<p>The Bidder must describe the method that they intend to use to meet the requirements of daily planning of the sectors to be sampled, detailed in Annex A.</p> <p>0 point - Unsatisfactory. No detail provided. No approach or method proposed.            16 points - Incomplete or limited explanation.            32 points - Poor explanation of the way in which the supplier is going to meet the requirement.            48 points - Adequate explanation of how the supplier will meet the requirement.            64 points - Good explanation of the way in which the supplier is going to meet the requirement.            80 points - Excellent explanation, thorough and specific</p>	
<b>1.2</b>	<b>Detailed organization of work by field, laboratory, and coordination teams</b>	xx/60
	<p>The Bidder must describe the organization that he intends to use to meet the requirements for the organization of the work of the field, laboratory, and coordination teams, detailed in Annex A.</p> <p>0 point - Unsatisfactory. No detail provided. No approach or method proposed.            12 points - Incomplete or limited explanation.            24 points - Poor explanation of the way in which the supplier is going to meet the requirement.            36 points - Adequate explanation of how the supplier will meet the requirement.            48 points - Good explanation of the way in which the supplier is going to meet the requirement.            60 points - Excellent explanation, thorough and specific.</p>	
<b>1.3</b>	<b>Quality assurance and control (QA/QC) program for laboratory and field activities</b>	xx/40
	<p>The Bidder must demonstrate and describe his program of quality assurance and quality control used to meet the requirements of quality assurance and control program for field and laboratory activities.</p> <p><b>Quality assurance and control (QA/QC) program for field activities (24 points)</b>            0 point - No detail provided.            8 points – Incomplete or limited explanation of the quality assurance and control program.            16 points - Adequate explanation of the quality assurance and control program.            24 points - Excellent explanation, thorough and specific.</p> <p><b>Quality assurance and control (QA/QC) program for laboratory (16 points)</b>            0 point - No detail provided.            4 points - Incomplete or limited explanation of the quality assurance and control program.            12 points - Adequate explanation of the quality assurance and control program.            16 points - Excellent explanation, thorough and specific.</p>	<p style="text-align: center;">xx/24</p> <p style="text-align: center;">xx/16</p>







4.	<b><u>Environmental quality of operation</u></b>	xx/20
	<p>The Bidder must describe the environmental qualities of the operations that he intends to use to satisfy the detailed requirements of the Annex A.</p> <p>0 point – No detail provided  4 points – Incomplete or limited explanation  12 points – Adequate explanation  20 points – Excellent explanation</p>	
<b>Minimum passing mark :320/400</b>		<b>Total</b>
		<b>/400</b>

## **PART 5 - CERTIFICATIONS**

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

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

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

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

#### **1.1 Integrity Provisions - Associated Information**

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

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

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### **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

## **3. Certifications Required with the Bid**

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

Annex C	Federal Contractors Program for Employment Equity - Certification
Annex D	Non-Disclosure Certification
Annex E	List of names
Annex F	Former Public Servant Certification

## **PART 6 – SECURITY AND OTHER REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement applicable to this request.

### **2. Insurance - No Specific Requirement**

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.

## PART 7 - RESULTING CONTRACT

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

**Title:** *(insert only at contract award)*

### 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."

**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*

4008 (2008-12-12), Personal Information

## **2.3 Non-Disclosure Agreement (as applicable)**

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

## **3. Security Requirement**

**3.1** 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 during the period of **April 1<sup>st</sup>, 2020 to March 31<sup>st</sup>, 2021.**

### **4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by **up to two (02) additional one (01) year period** under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: **Moufid Samri**

Title: Contracting and Procurement agent  
Environment and Climate Change Canada  
Procurement and Contracting Division



Address: 105, McGill – 5<sup>th</sup>, Floor – Montreal (QC) H2Y 2E7

Telephone: 514-496-2617

E-mail address: [moufid.samri@canada.ca](mailto:moufid.samri@canada.ca)

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

**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 \$ \_\_\_\_\_ *(insert the amount at contract award)*. 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.

## **8. Invoicing Instructions**

### **8.1 Milestone Payments**

8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B of the Contract and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) all such documents have been verified by Canada;
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

## **9. Certifications**

### **9.1 Compliance**

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

### **9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **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) 2010B General Conditions - Professional Services (Medium Complexity) (2018-06-21) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Federal Contractors Program for Employment Equity - Certification;
- (f) Annex D, Non-Disclosure Certification;
- (g) Annex E, Supplier's List of names
- (h) Annex F, Former Public Servant Certification
- (i) Annex \_\_\_\_, the Contractor's bid dated \_\_\_\_\_, as amended on \_\_\_\_\_

**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

### Shellfish Water Classification Program – Quebec – ~~Lower St. Lawrence~~, Gaspésie and Magdalen Islands Regions 2020-2021-2022

#### 1. INTRODUCTION

The Canadian Shellfish Sanitation Program (CSSP), which is aimed at protecting public health, is the first point of shellfish sanitary control. Environment and Climate Change Canada's (ECCC) role is to identify all sources of pollution and evaluate bacteriological water quality of harvesting shellfish areas.

In Quebec, the coastal territory sheltering the shellfish areas occupies an area of 5000 km and is currently divided into 400 sectors. The priority given to the assessment of the sectors is based on two elements, the type of harvesting, commercial (local or for export) or recreational, and the presence of pollution sources that may have an impact on the shellfish water areas.

In 1948, the ministers of health of the two countries signed a bilateral Memorandum of Understanding between Canada and the United States on sanitary control of shellfish. In 1972, responsibility of monitoring shellfish waters in Canada was given to the departments of Fisheries and Environment. A federal-provincial regional committee was charged with applying the regulations and assuming responsibilities with regard to exports.

The sampling effort has increased, and the number of sectors covered has risen from 10 on the North Shore in 1986 to a total of 294 in the North Shore, Gaspésie, Lower St. Lawrence and Magdalen Islands regions in 2019.

#### 2. GENERAL OBJECTIVE

To carry out bacteriological studies of shellfish areas and aquaculture sites in order to evaluate the water quality so as to meet the CSSP Standards for the period of April 1, 2020, to March 31, 2023.

This mandate relates to the ~~Lower St. Lawrence~~, Gaspésie and Magdalen Islands. ~~Twenty-eight (28)~~ **Twenty-four (24)** shellfish growing areas and twenty one (21) aquaculture sites in 2020, 2021 and 2022 will be sampled, from May to November of each year (see Annex 1). Moreover, during each year, additional rounds could be added to the sampling plan laid out for those three years.

#### 3. SPECIFIC OBJECTIVES

- Collection of seawater samples
- Bacteriological analyses of seawater samples in a laboratory accredited to ISO/IEC 17025, General Requirements for the Competence of Testing and Calibration Laboratories for the method of reference: APHA *et al.* 2017, section 9221 E. 2. Thermotolerant Coliform Direct Test [A-1 Medium], p 9-78, as mentioned in the [CSSP manual](#)<sup>1</sup>;

<sup>1</sup> The method using the lauryl tryptose broth and the EC medium as mentioned in the CSSP manual of operation will be temporarily accepted (for the first year of the contract) if the laboratory is committed to add the A-1 medium method to his scope of accreditation, no later than the

- Measurement of various hydrological and meteorological factors;
- The capture and computerization of data through the « Plate-forme régionale d'information sur la salubrité des mollusques » (PRISM);
- Produce a final report presenting the methodology of the field and laboratory operations.

## 4. STATEMENT OF WORK

### 4.1 Work team

The composition of the work team is presented in Annex 2. ECCC will require that only one person from the work team (the project manager) be responsible for all contact with the ECCC scientific authority.

The work team members proposed by the consultant must remain in their positions for the full term of the contract. All changes to team composition, particularly in positions responsible for key activities (project leader, laboratory manager or field leader) must be approved by the ECCC scientific authority **before they become effective**. The consultant must demonstrate in writing that the new employee possesses all the qualifications required by ECCC (Annex 2).

### 4.2 Sampling

**A)** This mandate covers ~~twenty-eight (28)~~ **twenty-four (24)** shellfish growing areas and twenty-one (21) aquaculture sites to be sampled in 2020, 2021 and 2022. The consultant must provide all the equipment and material for sampling. A detailed list of equipment and material will have to appear in the contract proposal.

The description of shellfish sectors, the sampling frequency and the number of stations to sample are presented in Annex 1. These sectors will be sampled from May to November. The localization of the stations to sample will be provided to the consultant following the signing of the contract.

Rounds in the Magdalen Islands in May and June, as well as in July and August, must be grouped together in the same trip, at the end of May/beginning of June and the end of July/beginning of August.

For sectors conditionally approved (see sectors identified by an asterisk (\*) in Annex 1), certain measures must be taken. The September round must be completed between the 25th day and the end of the month and the October round must be completed no later than the 5th day (inclusive) of the month.

**B)** If sampling rounds must be added to or removed from the present plan, the ECCC scientific authority will submit to the consultant a detailed document outlining modifications to be done. Upon receipt of the document, the consultant will submit to the ECCC scientific authority a quote with the detailed plan costs. The consultant may start the sampling upon receipt of a contract modification.

**C)** The consultant should note any observations regarding the presence of potential sources of contamination (ex. marine mammals and aquatic birds) near the sampling stations that can affect the water quality of shellfish areas. The information identified will be entered into PRISM. In addition, at the request of ECCC, some sources of pollution located along a sampling route will have to be validated.

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second year of analysis (April 1, 2021). Method of reference: MFHPB-19, Health Canada, Compendium of Analytical Methods, HPB Methods of Microbiological Analysis, Volume 2.

D) The problems encountered during field operations must be reported as soon as possible to the ECCC scientific authority, by email and phone.

#### **4.2.1 Sampling procedure**

The seawater samples will be collected at the surface (30 cm below the water level) at each station, in accordance with the procedure in APHA *et al.* (2017) (sections 9060A. Collection, pp. 9-36 to 9-38). ECCC's complete seawater sampling procedure will be provided to the consultant following the signing of the contract.

It is recommended that sampling take into account and be carried out in the worst conditions of bacteriological pollution. To do this, shellfish areas will be sampled according to a rotation that will make it possible to encounter various hydrological or climatic conditions such as periods of:

- Flooding;
- Prolonged rain (more than one day);
- Heavy rain of short duration;
- Summer heat;
- Heavy tourist traffic;
- The lowest water levels in streams and creeks;
- Spring tides and neap tides.

Moreover, a delay exceeding 72H00 (between the end of a round and the beginning of another) should be maintained between each sampling round in a same area.

One control sample (water temperature) must be taken at the first sampling station of each sector sampled. In addition, for each region (Lower St. Lawrence, Gaspésie and the Magdalen Islands), a field blank and a cooler blank must be analyzed by the consultant. These analyses must be carried out once a month, and upon any change of members in the field team.

The sampling stations will be located using a global positioning system (GPS). The GPS position of each station must be validated by the consultant according to the procedure for approaching the sampling station position as defined by ECCC (this will be provided upon signing the contract). The GPS position of each sample must be registered and provided to the ECCC scientific authority at the beginning of each month following the sampled month (no later than the 7<sup>th</sup> day following the sampled month). Any station position too close to the shore (less than 100 m), where the water level is too low (less than 45 cm), or impossible to sample at high tide, must be reported as soon as possible to the ECCC scientific authority so that appropriate corrections can be made.

The GPS itinerary of each sampling round must be provided to the ECCC scientific authority at the first year. The consultant must provide, at the beginning of each month following the sampled month (no later than the 7<sup>th</sup> day following the sampled month), an Excel file that includes the GPS basics data for each sampling day. The itinerary must begin with the launching and end with the exit of water at the end of the round. If new sectors are added in the second and the third year of the contract, the new itineraries must be provided to the ECCC scientific authority following the same procedure.

As each sector is sampled, the consultant must provide the description (site and its condition, type of ramp, access road, user fees, tidal influence, digital photo [JPEG-format]) and the localization (latitude/longitude – NAD 83) of the **boat launching sites** that will be used during the year. The consultant must capture these data using PRISM. Photos are to be submitted to the ECCC

scientific authority by email. Every year, in September, the consultant must send a validated list by sector of the launching areas used.

#### **4.2.2 Hydrological, meteorological and geographical conditions**

At each survey, the hydrological, meteorological and geographical conditions that can affect the distribution of pollutants will need to be entered into the ECCC PRISM database.

<u>Hydrological conditions</u>	<u>Meteorological and geographical conditions</u>
<ul style="list-style-type: none"> <li>• depth, water temperature and salinity at each station</li> <li>• period and amplitude of the tide</li> <li>• water level<sup>(1)</sup></li> </ul>	<ul style="list-style-type: none"> <li>• rainfall quantity (presence or absence)</li> <li>• air temperature (°C)</li> <li>• wind direction and speed (km/h)</li> <li>• particular phenomena (e.g. flood)</li> </ul>

<sup>(1)</sup> At the beginning of the first year of the contract, a tributary list to be used will be provided to the consultant following the signing of the contract. Before the first sampling round, markers must be installed in the main tributary<sup>2</sup> of each sampling sector to evaluate water level fluctuations during the season. The water level must be measured and noted at each round. As each sector is sampled, the consultant must provide the description (site, path, method of water level measurement, digital photo<sup>3</sup> [JPEG-format]) and the localization (latitude/longitude – NAD 83) of the site of the tributary that will be used during the year. The water level measurement site chosen by the consultant must not be influenced by tides or by a flow regularization structure (e.g. dam). The consultant must capture these data using PRISM and be updated every year if necessary. Photos will be provided to the ECCC scientific authority by email. Each year, in September, the consultant must send a validated list of the sectors associated with each of the tributaries.

#### **4.2.3 Field book**

An electronic copy (PDF Format) of the field book, with technical information (field data), must be turned over to ECCC on December 1 each year of the contract.

Please take note that the consultant must **always** use Eastern Standard Time (EST) in any documentation.

Then, for each sampling round:

- date of each sampling round;
- number of the sector sampled;
- number of the sampling round;
- reference tide height;
- coefficient of tide (spring tide, neap tide and mean tide);
- time of high tide (EST);
- time of low tide (EST);
- stage of the tide;
- tidal amplitude (meter);
- water level measurement site (m) at the tributary;
- time (EST) of water level measurement;
- daily precipitation (presence or absence);

<sup>2</sup> The consultant will confirm, in the field, that the specific place for measuring water levels is functional. The tributary list will be provided by ECCC.

<sup>3</sup> A general picture of the water level measurement site and more detailed pictures of the place, if necessary, where the measurement is taken must be provided.

- used launching site (entry and exit);
- time (EST) of launch and exit;
- date and time (EST) of arrival of samples at the laboratory;
- date and time (EST) of analysis (sample incubation);
- temperature of the cooler upon its arrival at the laboratory (°C);
- temperature of the control sample upon its arrival at the laboratory (°C);
- initials of individuals responsible for the sampling;
- date and initials of person responsible for the delivery and receipt of samples to the laboratory, data entry and validation and final approval;
- observations or comments in relation to the sampling round (eg. pollution sources observed, problems encountered, etc.)

At the beginning and the end of each sampling round of a sector, various meteorological information *in situ* will have to be measured and evaluated:

- air temperature (°C);
- wind direction and speed (km/h);
- cloud cover (%);
- wave height (m);
- sea condition (Beaufort scale).

At each sampling station, the following information will also be noted:

- number of the station;
- time of sampling (EST);
- depth (m) and water temperature (°C);
- salinity (‰);
- distance (m) of the sampling position from the original position of the station;
- GPS waypoint;
- pollution sources observed;
- problems encountered.

The presentation of the field book will be done by sector and by date (from the first to the last round) and must include an introductory text summarizing the contents. The field book must include the field sheets (signed and dated), the list of the boat launching sites and water level measurement sites, the complete list of the sampling stations, the daily sampling plan, and finally, the list of reference Ports and secondary Ports used for each area.

#### **4.2.4 Microbiological sample analysis register**

An electronic copy (PDF format) of the microbiological sample analysis register where the technical information (analysis results) will be record must be submitted to ECCC scientific authority on December 1<sup>st</sup> of each year of the contract. This document should include the microbiologist's approval letter stating that all data has been approved.

Please take note that the consultant must **always** use Eastern Standard Time (EST) in any documentation.

The following informations should be in the microbiological sample analysis register :

- number of the sector;
- number of the sampling round;
- date of the analysis;
- type of sample;



- measured parameter;
- analyst;
- incubation controls.

For each station :

- number of the station;
- number of the sample;
- incubation time (35°C et 45°C);
- results of the positives tubes combinations for the three dilutions (10.0 ml, 1.0 ml et 0.1 ml);
- résultats in NPP/100 ml;
- initials of the analyst;
- date and time of the reading and initials of the person who read the results;
- date and initials of the persons responsables for data entry and data validation in ECCC database and final approval of the data.

#### **4.2.5 Assessment**

An assessment (quality control) of the sampling will be done in the first year of the contract and, if applicable, when the field team members change in subsequent years. A checklist of the control points will be provided to the consultant after the signature of the contract. ECCC may perform more than one quality control per year.

#### **4.2.6 Water safety and occupational health and safety (OHS)**

Considering the sampling conditions (extent of the territory, shallow depth, influence of tide and wind), we recommend the use of a 14-foot inflatable craft equipped with an engine of minimally 20 Hp. The craft used must be fitted with the minimum-security equipment required by Transport Canada (TC) for its size.

**At least two individuals must be aboard the craft for each survey** (Marine Personnel Regulations [SOR/2007-115]; <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2007-115/> ).

In addition, it is the responsibility of the consultant to assure the occupational health and safety (OHS) of his employees who perform sampling in marine environments. For example, the consultant should identify the risks associated with the task, establish safe work procedures, provide appropriate training to his employees, and ensure that they have access to the security and personal protective equipment required to operate tasks that they must perform.

The firm selected must comply with the safety conditions for small commercial vessels recommended by TC. The consultant must provide the TC Small Vessel Inspection Certificate to the ECCC scientific authority demonstrating that all crafts used for sampling and quality control (ECCC assessment) will have been inspected by TC before the start of operations and satisfy TC standards, to assure the security of everyone on board.

For further details, please refer to the following websites<sup>4</sup>:

1. *Canada Shipping Act, 2001* (S.C. 2001, c. 26) - <http://lois-laws.justice.gc.ca/eng/acts/C-10.15/>
2. *Small Vessel Regulations* (SOR/2010-91) - <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2010-91/>
3. Vessel Registration Office - <http://www.tc.gc.ca/eng/marinesafety/oep-vesselreg-menu-728.htm>
4. General information on the equipment and water safety for small vessels -

<sup>4</sup> This list is provided for information purposes only.

- <http://www.tc.gc.ca/eng/marinesafety/debs-small-vessels-menu-2258.htm>
5. Small Commercial Vessel Safety Guide - TP 14070 E (2010) - <http://www.tc.gc.ca/eng/marinesafety/tp-tp14070-menu-1648.htm>
  6. Small Vessel Compliance Program (SVCP) - <https://www.tc.gc.ca/en/programs-policies/programs/small-vessel-compliance-program.html>

The consultant and his employees will be required to follow the "rules of the road" that apply to navigation behavior. This includes, among other things, speed limits in ports and near aquaculture sites as well as other flotation operations. Common sense will have to be applied to the behavior of the crew when they perform the sampling work on behalf of ECCC.

#### **4.3 Laboratory**

The consultant must provide a laboratory for the full term of the contract. Water quality samples must be processed in a laboratory accredited to ISO standard ISO/IEC 17025, General Requirements for the Competence of Testing and Calibration Laboratories, by an accreditation body signatory of the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement (MRA) for the full term of the contract. In Canada, the Standards Council of Canada (SCC) and the Canadian Association for Laboratory Accreditation inc. (CALA) are signatories of this MRA. For more information, consult: SCC (<http://www.scc.ca/en/>), Bureau de normalisation du Québec (<http://www.bnq.qc.ca/en/>) and CALA (<http://www.cala.ca/>).

The scope of accreditation of the laboratory must include the method<sup>5</sup> mentioned in the CSSP manual. A copy of the accreditation certificate and the accreditation scope of the laboratory chosen by the consultant must be submitted with the proposal. A summary of the method for which the laboratory is accredited must be included in the proposal

##### **4.3.1 Methodology and quality control**

The conventional bacteriological analysis method with five tubes and three dilutions, with A-1 culture medium, will be employed (APHA *et al.* 2017, section 9221 E. 2, Thermotolerant (Fecal) Coliform Direct Test [A-1 Medium], p 9-78). The indicator to be measured is the most probable number (MPN) fecal coliform level per 100 ml of sample water. An MPN table based on APHA *et al.* (2017) (section 9221 C, Estimation of Bacterial Density, Table 9221: IV, pp. 9-73) will be provided to the consultant upon signature of the contract.

The laboratory team must ensure the quality of its analyses by performing various quality controls as indicated in the ISO/IEC 17025 standard, and in accordance with guidelines included in the manual *Standard Method for the Examination of Water and Wastewater* (APHA *et al.* (2017) (section 9020, Quality assurance/Quality control pp. 9-2 to 9-28)).

ISO/IEC 17025 requires laboratories to implement and maintain a management system (laboratory quality assurance and quality control [QA/QC] program). The quality documents developed by the laboratory must be available at all times for consultation by ECCC scientific authority. A copy of the laboratory method must be provided to the ECCC scientific authority upon signature of the contract for review.

In addition, at least once per year the work team must participate in a proficiency testing (PT) program from a PT provider that complies with ISO/IEC 17025 for the method required in this section. This testing must be carried out at the beginning of operations. Results of this PT must be provided by email to the ECCC scientific authority, no later than one week after they are received.

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<sup>5</sup> Method of reference: APHA *et al.* (2017), section 9221 E. 2. Thermotolerant (Fecal) Coliform Direct Test (A-1 Medium), p 9-78).

When throwing out the culture media and contaminated lab material, the consultant will ensure that they are neutralized and confined. In addition, the consultant must comply with the regulations of the MELCC regarding the discharge of wastewater effluent. The consultant must use products that are safe for the environment recyclable and reusable.

#### **4.3.2 Laboratory space and equipment**

The consultant must provide a laboratory and the lab equipment necessary and sufficient for the completion of this contract, which must meet the requirements of ISO standard ISO/IEC 17025. A description of the proposed laboratory equipment can be found in APHA *et al.* (2017) (section 9030 Laboratory apparatus, pp. 9-29 to 9-33). For your information, the number of samples to be analyzed may vary from 35 to 800 per day. Based on experience, the lab space must be at least 400 square feet. The consultant will provide the equipment and material necessary for sampling and bacteriological analysis.

#### **4.3.3 Laboratory location**

The location of the laboratory will be determined by the consultant and must be approved by the ECCC scientific authority before signing the contract.

**The samples must be analyzed as soon as possible.** The time allowed by ECCC between sampling at a station and laboratory analysis (incubation at  $35,0 \pm 0,5$  °C of the sample) must not exceed 30 hours **for all sectors (Lower St. Lawrence, Gaspésie and Magdalen Islands)**. The ECCC scientific authority will not accept all samples incubated after the 30-hour time limit. Sample transport conditions must comply with the guidelines of APHA *et al.* (2017) (section 9060 B. Preservation and Storage, p. 9-35).

#### **4.3.4 Assessment**

The ISO/IEC 17025 standard requires that laboratories be audited once per year by the accreditation body. If serious or critical non-conformities are detected during the audit, leading to the suspension or withdrawal of CSSP testing from the scope of accreditation of the laboratory, the consultant must immediately inform the ECCC scientific authority. The consultant must ensure that the analysis of the sea water samples is carried out in a laboratory with a scope of accreditation that includes CSSP testing for the remainder of the sampling season, or until the scope of accreditation of the original laboratory is restored. The consultant agrees to inform the ECCC scientific authority of the date and result of the audits by the accreditation body. The results of the audits must be provided (summary/highlights) to the ECCC scientific authority no later than one week after receiving the evaluation report.

ECCC scientific authority must be immediately advised by the consultant (by email and phone) of all elements or events occurring in the laboratory that may affect test results (e.g., power failure, equipment failure, etc.). The consultant should provide to the ECCC scientific authority the corrective action reports that could affect the quality of the data.

In addition, an evaluation of the laboratory activities may be carried out by ECCC if necessary. ECCC may perform more than one quality control per year.

### **4.4 Data compilation and reports**

#### **4.4.1 Capture of data in PRISM**

All field data (including data from sampling rounds that do not respect the analysis deadline) and bacteriological results from the laboratory analysis of each survey must be captured using

PRISM **no later than two days after the sampling day**. If changes are made to the information already entered in PRISM, ECCC must be notified by the consultant (by email) in the next two day following the modifications.

The data entered in PRISM must be validated by a person other than the person who entered the data no later than 5 days after the sampling day. Thereafter, the microbiologist will have 48 hours to approve the whole thing. This approval implies in itself that all bacteriological results issued are entered into PRISM, validated and approved. If necessary, ECCC will contact the microbiologist before the prescribed validation deadline to obtain approval for reported bacteriological data that would not meet CSSP standards.

The consultant must comply with all the conditions described in the consultant's users' guide, « PRISM : Guide d'utilisation du consultant pour la gestion des données d'échantillonnage, des résultats d'analyse et de la production du rapport annuel final, version 5 ». The document will be provided to the consultant following the signing of the contract.

#### **4.4.2 Sampling plan**

A monthly (from May to November) written sampling plan on field activities must be emailed to the ECCC scientific authority before the beginning of the season, not later than five working days before the meeting at the beginning of the season. If, for reasons beyond the control of the field team, a sampling round cannot be carried out as planned, a notice of this situation must be given to the ECCC scientific authority by telephone or email on the same day or next day.

#### **4.4.3 Weekly report**

Each Monday (during the sampling season), the consultant must provide by email to the ECCC scientific authority a weekly report presenting all the sampling rounds carried out during the previous week and those planned for the next week. Any problems encountered during field and laboratory activities should be added to the weekly report.

#### **4.4.4 Preliminary annual report**

At the end of each season, the consultant must produce a preliminary annual report structured according to the table of contents of the final annual report presented in Appendix 3. The preliminary annual electronic report must be submitted to the ECCC scientific authority in Word format for comments. This report must be delivered no later than December 1 of the year in which the sampling activities were conducted

#### **4.4.5 Final annual report**

The final annual report will incorporate all comments provided by ECCC following the submission of the preliminary annual report. It must be submitted in electronic version (Word and PDF) no later than February 1 of the year following the end of the sampling season. The Appendix 3 present the content of the table of contents.

## 5. DELIVERABLES AND DEADLINES

<b>Product</b>	<b>Deadline 2020-2021-2022</b>
Monthly sampling plan	Five working days before the meeting at the beginning of the season
Weekly report	Each Monday (during the operating season)
Entering sampling round in the database	No later than two days after de sampling day
Data validation	The data entered in PRISM must be validated by a person other than the person who entered the data no later than 5 days following the sampling day
Approbation of the results in the database by the microbiologist	Within 48 hours after the 5-day data validation period or as requested by ECCC on an ad hoc basis
Waypoints GPS	Monthly, at the beginning of the month, no later than the 7 <sup>th</sup> day following the sampled month
GPS itineraries	Monthly, at the beginning of the month, no later than the 7 <sup>th</sup> day following the sampled month for the first year, and if new sectors are added for the second and/or third year
Laboratory method	As soon as the contract is signed
Proficiency testing results	No later than one week after receiving the results
Small Vessel Inspection Certificate	Before the beginning of the season
Lists of the GPS positions of the launching sites and water level measurement sites.	On an ongoing basis
Validation of the list of the sectors associated with each tributary used for water level measurement.	September 2020-2021-2022
Validation of the list of sectors by port used for tidal data.	September 2020-2021-2022
Validation of the list of sectors associated with the launching sites	September 2020-2021-2022
Field book	December 1, 2020-2021-2022
Microbiological sample analysis register	December 1, 2020-2021-2022
Preliminary annual electronic report (Word format)	December 1, 2020-2021-2022
Final annual electronic report (Word and PDF format)	February 1, 2021-2022-2023

## 6. VARIA

All meetings will be held in French, and all electronic reports must be provided in French.

Project monitoring will be ensured through periodic meetings or conference calls, during which the progress of work will be presented. Meetings will be held as follows: before work begins, during the sampling period (if necessary), and upon completion of the field work (before delivery of the preliminary report). Other meetings or conference calls may be added as the project progresses.

ECCC reserves the right to modify the sampling of certain sectors and to reassign the workload to other sectors in the same territory while respecting the sampling schedule, at no additional cost for ECCC.

ECCC also reserves the right to adjust the number of rounds planned in the proposed sampling plan during the term of office with a view to reducing or increasing the financial resources allocated to the Program. The removal or the addition could be up to a maximum of +/- 10 % of the contract value. The contract costs would be adjusted accordingly.

The consultant's financial proposal must include an estimate of costs per sample and per sampling day for each of the following regions (2): ~~Bas-Saint-Laurent~~, Gaspésie and the Magdalen Islands. The cost estimate per sample and per sampling day should include the costs related to sampling, sample transport, laboratory analysis and data entry.

Results of bacteriological analyses and any other information obtained from the surveys are confidential and remain the property of ECCC.

## 7. BIBLIOGRAPHIC REFERENCES

- [APHA] American Public Health Association, [AWWA] American Water Works Association, [WEF] Water Environment Federation. 2017. *Standard Methods for the Examination of Water and Waste Water*. 23rd edition. Rodger B. Baird, Andrew D. Eaton and Eugene W. Rice (éds.).
- Canada. Canadian Food Inspection Agency, Environment Canada, Fisheries and Oceans Canada. 2019. *Canadian Shellfish Sanitation Program manua*. [Cited 2019 August 06]. Available from: <http://inspection.gc.ca/food/food-specific-requirements-and-guidance/fish/canadian-shellfish-sanitation-program/eng/1527251566006/1527251566942>
- [ISO/IEC] 2017. *General Requirements for the Competence of Testing and Calibration Laboratories. International Standard ISO/OEC 17025*. 3<sup>rd</sup> edition, 30 pages.

## **ANNEX 1**

### **IDENTIFICATION OF THE SAMPLING SHELLFISH SECTORS IN 2020, 2021 AND 2022**

### Identification of the sampling shellfish sectors in 2020, 2021 and 2022 - Magdalen Islands

**IMPORTANT:**

- 1- The rounds carried out in Magdalen Islands in May and June and in July and August must be done together during the same combined trip, i.e. end of May/beginning of June and end of July/beginning of August.
- 2- For sectors identified by an asterisk (\*), which are conditionally approved sectors (A-03.1), certain measures must be taken. The September round must be completed between the 25th day and the end of the month and the October round must be completed no later than the 7th day (inclusive) of the month.

<u>Sector</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of Stations</u>
A-03.1*	Baie du Bassin	Bassin bay, excluding the waters of the bay La Rivière to point Marichite	1 time in May 1 time in September 1 time in October	12 stations
A-08.3.1	Inside of Bassin aux Huîtres	The waters of bassin aux Huîtres.	1 time in June 1 time in July	10 stations
A-09.1	Île de la Grande Entrée, north	From the Grande-Entrée's wharf navigation light to pointe du Fort.	2 times in May 1 time in June 1 time in July 1 time in October	11 stations
A-09.1E	Les huîtres Old Harry Inc. (Baie Old-Harry)	Les huîtres Old Harry Inc.'s site inside Old-Harry bay of Grande-Entrée lagoon.	2 times in May 1 time in June 1 time in July 1 time in October	4 stations
A-09.2	Baie Clarke	From pointe du Fort to a point west of Cap de l'Est's bridge.	2 times in May 1 time in June 1 time in July 1 time in October	7 stations



<u>Sector</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of Stations</u>
A-09.3	Anse au Sable	From a point west of Cap de l'Est's bridge to pointe à Keating.	2 times in May 1 time in June 1 time in July 1 time in October	10 stations
A-09.5	Middle of the lagoon of Grande Entrée	The middle of the lagoon of Grande Entrée.	2 times in May 1 time in June 1 time in July 1 time in October	8 stations
A-09.5.1E	Grande-Entrée Aquaculture - Grande Entrée Lagoon	Grande Entrée Aquaculture's site inside Grande Entrée Lagoon.	2 times in May 1 time in June 1 time in July 1 time in October	11 stations
A-10.1.1	Pointe Keating	The foreshore and inclusive waters between pointe a Keating and 125 m west of the salt mine wharf.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	4 stations
A-10.1.2	South of Grand Étang	The foreshore and waters inside the Grand Étang, between a point located 125 m west of the Salt mine wharf and a point located to the south of Grand Étang.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	7 stations
A-10.1.4	Pointe-aux-Loups	The foreshore and inclusive waters between a point located 3km east of Pointe-aux-Loups to Pointe-aux-Loups.	1 time in May 1 time in June 1 time in July 1 time in August	6 stations

<u>Sector</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of Stations</u>
			1 time in October	
A-10.2	Dune du Nord (inside)	From Pointe-aux-Loups to Detroit's bridge.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	17 stations
A-11	Lagune de la Grande Entrée, south	From Detroit's bridge to the east extremity of Dune du Sud thence to Grande-Entree's wharf.	1 time in July 1 time in August	6 stations
A-12.1	Plage de la Dune du Sud	From the east extremity of Dune du Sud to the rest area jetty.	1 time in June 1 time in July	14 stations
A-12.2	Buttes Pelées	From the rest area jetty to cap Alright (Le bout de l'Échouerie).	1 time in June 1 time in July	6 stations
A-13	Pointe-Basse	From cap Alright (Le bout de l'Échouerie) to the south-eastern point of anse à Damase.	1 time in June 1 time in July	8 stations
A-14.2	Havre aux Maisons Lagoon, south	From De la Butte à Mounette to the Detroit's bridge.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	10 stations
A-14.3.1E	Moules de culture des Îles- Havre aux Maisons Lagoon	Moule de culture des Îles's site inside Havre aux Maisons Lagoon.	1 time in May 1 time in June 1 time in July 1 time in October	6 stations

<u>Sector</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of Stations</u>
A-14.3.2E	Culti-mer inc. – Havre aux Maisons Lagoon	Culti-mer inc.'s site inside Havre aux Maisons Lagoon.	1 time in May 1 time in June 1 time in July 1 time in October	6 stations
A-14.3.5E	La Moule du Large inc. –Havre aux Maisons Lagoon	La Moule du Large inc.'s site inside Havre aux Maisons Lagoon.	1 times in May 1 time in June 1 time in July 1 time in October	5 stations
A-15.1.2	Lagune du Havre aux Maisons, north	About 500 m west from the Detroit s bridge to the mouth of Le Barachois.	1 time in May 1 times in June 1 time in July 1 time in August 1 time in October	12 stations
A-15.1.2.1E	La Moule du large inc. - Lagune du Havre aux Maisons (Cap Vert)	La Moule du large Inc.'s site, inside Havre aux Maisons Lagoon near Cap Vert.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	5 stations
A-15.1.2.2E	La Moule du large inc. - Lagune du Havre aux Maisons (Dune du Nord)	La Moule du large Inc.'s site, inside Havre aux Maisons Lagoon near Dune du Nord.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	4 stations
A-16.1.1	Pointe du Havre aux Maisons	The waters nearshore located between the south-eastern point of Anse à Damase towards the mouth of lagoon of Havre aux Maisons.	2 times in June 1 time in July 1 time in August	5 stations

<u>Sector</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of Stations</u>
			1 time in October	
A-16.1.2	Chenal of Havre aux Maisons	Pedalo beach and offshore of the Chenal du Havre aux Maisons until the delimitation of the sector of the point of Havre aux Maisons.	2 times in June 1 time in July 1 time in August 1 time in October	11 stations
A-16.2.1.1	Camping du Gros-Cap	From the southern tip of the Gros-Cap camping road to the middle of Anse aux Étangs.	1 time in June 1 time in October	15 stations
A-17.1	Plage de La Martinique	From the old La Martinique Pass to hill Les Demoiselles.	1 time in June 1 time in October	21 stations
A-17.4	Dune Sandy Hook	From the Fisheries and Oceans notice to the east extremity of Dune Sandy Hook.	1 time in June 1 time in October	8 stations
A-20	Offshore of Entry Island	The waters below the intertidal zone between the western extremity of Ile Boudreau and the mouth of the Baie du Bassin.	1 time in June 1 time in October	4 stations
A-20.8E	La Moule du large inc. - Plaisance Bay	La Moule du Large Inc's site in Plaisance Bay.	1 time in July 1 time in August	10 stations

Identification of the sampling shellfish sectors in 2020, 2021 and 2022 – Lower St Lawrence

Sector	Name	Boundary	Frequency/ Sampling	Number of stations
B-16.5	Jersey Cove	From a point at 250 m east of Ruisseau des Whitty to 150 m south of Pointe Garse.	1 time in May 1 time in July	16 stations

## Identification of the sampling shellfish sectors in 2020, 2021 and 2022 - Gaspésie

**IMPORTANT:**

- 1- For sectors identified by an asterisk (\*), which are conditionally approved sectors (G-02.1, ~~G-20.1~~ and G-24.2.2), certain measures must be taken. The September round must be completed between the 25th day and the end of the month and the October round must be completed no later than the 7th day (inclusive) of the month.

<u>Sector</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of stations</u>
G-02.1*	Miguasha	From Pointe aux Corbeaux to Pointe Labillois, excluding the waters of Bassin de la Rivière Nouvelle.	1 time in May 1 time in September 1 time in October	16 stations
G-02.7E	Pétoncles Carleton	Pétoncles Carleton's site in Tracadigache Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	4 stations
G-02.9E	Ferme de développement maricole Nord/Sud Inc.– Tracadigache Bay	Ferme de développement maricole Nord/Sud's site in Tracadigache Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	5 stations
G-02.10E	Moules Tracadigash inc. – Tracadigache Bay	Moules Tracadigash inc.'s site in Tracadigache Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	4 stations

<u>Sector</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of stations</u>
G-04.3E	Ferme maricole du Grand Large – Cascapedia Bay	Ferme Maricole du Grand Large's site in Cascapedia Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	5 stations
G-04.4E	Pêcheries R. Allard inc. - Cap Maria	Pêcherie R. Allard's site in Cascapedia Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	6 stations
G-04.5E	Moules Cascapédia Itée – Cascapedia Bay, Maria	Moules Cascapedia ltee's site in Cascapedia Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	8 stations
G-04.7E	Moules Carleton sur Mer inc. – Cascapedia Bay	Moules Carleton sur Mer inc.'s site in Cascapedia Bay.	1 time in May 1 time in June 1 time in July 1 time in August 1 time in October	4 stations
G-04.8E	Listuguj Migmag First Nation Council- Cascapedia Bay, site 2	Listuguj Migmag First Nation Council Site # 2's in Cascapedia Bay.	1 time in May 1 time in June 1 time in July 1 time in August	5 stations

<u>Sector</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of stations</u>
			1 time in October	
<del>G-00PC6</del>	<del>Baie de Cascapédia</del>	<del>The stations outside the parks of the Cascapedia Bay.</del>	<del>4 time in May 1 time in June 1 time in July 1 time in August 1 time in October</del>	<del>12 stations</del>
G-07.3E	Moules Cascapédia Itée - Cascapédia Bay, New Richmond	Moules Cascapédia Itée's site in Cascapedia Bay.	1 time in May 1 times in June 1 time in July 1 time in August 1 time in October	10 stations
<del>G-20.1*</del>	<del>Baie de Port Daniel</del>	<del>From Pointe du Sud-Ouest to the west side of the road 132 bridge in Port Daniel, including the waters of Petite Rivière Port Daniel's estuary excluding an area of 300 meters on either side of the mouth of the Castilleux stream surrounding the main effluent of Port Daniel, up to 1.75 km offshore.</del>	<del>1 time in May 1 time in September 1 time in October</del>	<del>10 stations</del>
G-24.2.2*	Rivière St-Jean's Estuary East	The foreshore and waters of Rivière Saint-Jean's estuary, inside a perimeter delimited in the East by a line drawn on the railroad and in the West by a line drawn between coordinates 48.769953N 64.400533W and 48.789498N 64.399964W.	1 time in May 1 time in September 2 times in October	8 stations
<del>G-25.1</del>	<del>Havre de Gaspé</del>	<del>From the extremity of Sandy Beach wharf to pointe de Sandy Beach, thence, to pointe Jacques-Cartier excluding the waters of bassin du Sud-Ouest (York river), upriver from the Gaspé bridge.</del>	<del>2 time in June 1 time in September 1 time in October</del>	<del>12 stations</del>



<u>Sector</u>	<u>Name</u>	<u>Boundary</u>	<u>Frequency/ Sampling</u>	<u>Number of stations</u>
			<del>1 time in November</del>	
G-27.6E	Fermes marines de Gaspé inc. – Bassin NO	Fermes marines de Gaspé's site in the baie de Gaspé.	2 time in June 1 time in September 1 time in October 1 time in November	11 stations
G-27.7.1E	Les moules de la baie de Gaspé inc. - Bassin NO, site 1	Les moules de Gaspé inc's site Bassin NO, #1 in the baie de Gaspé.	2 time in June 1 time in September 1 time in October 1 time in November	10 stations
G-27.9E	Les moules de la baie de Gaspé inc. - Bassin NO, site 2	Les moules de Gaspé inc's site Bassin NO, #2 in the baie de Gaspé.	2 time in June 1 time in September 1 time in October 1 time in November	8 stations
G-27.10E	Les moules de la baie de Gaspé inc. - Bassin NO, site 3	Les moules de Gaspé inc's site Bassin NO, #3 in the baie de Gaspé.	2 time in June 1 time in September 1 time in October 1 time in November	8 stations

**ANNEX 2**  
**WORK TEAM**

## WORK TEAM

The work team must be composed of at least five individuals, including a project manager, a certified microbiologist, a laboratory technician, a field technician and a field assistant.

In its proposal, the consultant will provide a copy of the Curriculum Vitae of each employee and a detailed time estimate (hours and %) spent on execution of the contract for each employee.

The team members must have the following minimum qualifications:

Project manager	University degree; recognized knowledge of biology; experience in supervising work teams, preferably with experience in the marine environment; experience in data analysis; and experience in writing reports. Experience in coordinating and managing projects of comparable scope.
Laboratory manager (microbiologist)	Recognized university degree in microbiology, Relevant practical laboratory experience in laboratory management and personnel supervision. A Workplace Standard First Aid certificate will be required.
Laboratory technician	Recognized collegial degree in laboratory technics or relevant experience in laboratory work. A Workplace Standard First Aid certificate will be required.
Field leader (field technician)	College diploma; experience in the marine environment, including boat handling and knowledge of safety and navigation measures applicable to small boats working at sea; experience in material and sampling management; experience in supervising field teams. A Small Vessel Operator Proficiency (SVOP) certificate, a Restricted Operator maritime certificate, a small non-pleasure domestic vessel safety (SDV-BS) certificate (replaces the old MED-A3) and a Workplace Standard First Aid certificate will be required.
Assistant – Field technician	Experience in fieldwork in the marine environment. A Small Vessel Operator Proficiency (SVOP) certificate, a Restricted Operator maritime certificate , a small non-pleasure domestic vessel safety (SDV-BS) certificate (replaces the old MED-A3) and a Workplace Standard First Aid certificate will be required.

Note: No person other than the field leader and the field assistant technician identified in the consultant's submission will be authorized to do sampling work in the marine environment. A copy of each document listed above must be provided to the ECCC scientific authority before the beginning of the sampling season. A change in the work team (in the beginning or during the sampling season) may be accepted by the ECCC scientific authority if the consultant clearly demonstrates (with certification proof) that the new person identified has the qualifications required and complies with TC's security standards with respect to marine vessels. A copy of all the documents must be provided to ECCC scientific authority in the beginning or during the sampling season.

**ANNEX 3**

**TABLE OF CONTENTS OF FINAL ANNUAL REPORT**

## TABLE OF CONTENTS OF FINAL ANNUAL REPORT

The final annual report will be provided in French only, in electronic Word and PDF format. It will include the following parts:

Title page

Production Team (Name, title and main responsibilities of each member of the consultant team)

Table of contents

List of table

List of figures

List of Appendix (if necessary)

Introduction :

Region covered;

List of sampled shellfish area.

Methodology :

Fieldwork:

- Localization of sectors and shellfish banks;
- Pollution source observation;
- Annual sampling plan and activities calendar;
- Positioning of the sampling stations;
- Sampling;
- Quality control and quality assurance (QC/QA) procedures of field operations.

Bacteriological analysis :

- Description of analytical laboratory methods;
- Quality control and quality assurance (QC/QA) procedures of the data.

Results presentation :

- Reference to the field and laboratory register.

Conclusion

Bibliographical references

**ANNEX B  
BASIS OF PAYMENT**

For the duration of the contract, for the work carried out in accordance with the contract, the contractor will be paid according to the table in the following schedule:

<b>ITEM</b>	<b>DELIVERABLES</b> <b>LOWER ST. LAWRENCE, GASPESIE AND</b> <b>MAGDALEN ISLANDS REGIONS</b>	<b>SCHEDULE</b>	<b>PAYMENT</b>
1.	Following the sampling rounds made in May and June 2020	July 1 <sup>st</sup> 2020	35% of the contract value
2.	Following the sampling rounds made in July and August 2020	September 1 <sup>st</sup> 2020	25% of the contract value
3.	Following the sampling rounds made in September and October 2020	November 1 <sup>st</sup> 2020	25% of the contract value
4.	Preliminary annual electronic report and following the sampling rounds made in November 2020	December 1 <sup>st</sup> 2020	10% of the contract value
5.	Final annual electronic report 2020	February 1 <sup>st</sup> 2021	5% of the contract value

**ANNEX C**  
**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.

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).

**ANNEX D  
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 Environment and Climate Change Canada, 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 E SUPPLIER LIST OF NAMES

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](#). / 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](#).

In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.<sup>6</sup> / 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>6</sup>

**\* Mandatory Information / Informations obligatoires**

<b>* Complete Legal Name of Company / Dénomination complète de l'entreprise</b>		
<b>* Operating Name / Nom commercial</b>		
<b>* Company's address / Adresse de l'entreprise</b>	<b>* Type of Ownership / Type d'entreprise</b>	
	<input type="checkbox"/> Individual / Individuel <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Joint-Venture / Coentreprise /	
<b>* Board of Directors<sup>7</sup> / Membres du conseil d'administration<sup>7</sup></b> (Or provide the list as an attachment / Ou mettre la liste en pièce-jointe)		
<b>First name / Prénom</b>	<b>Last Name / Nom</b>	<b>Position (if applicable) / Position (si applicable)</b>

<sup>1</sup>**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.

<sup>2</sup>Board of Governors /Conseil des gouverneurs; Board of Managers /Conseil de direction; Board of Regents /Conseil de régents; Board of Trustees / Conseil de fiducie ; Board of Visitors /Comité de réception

<sup>6</sup> **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.

## ANNEX F FORMER PUBLIC SERVANT

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature & Date