



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy:</b> ec.soumissions-bids.ec@canada.ca</p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT 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> Analysis of Priority Chemicals in Canadian Surface Waters and XAD-2 Resin</p>		
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> 5000056811</p>		
	<p><b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 2021-04-15</p>		
	<p><b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b> at – à 3:00 P.M. on – 2021-05-25</p>	<p><b>Time Zone – Fuseau horaire</b> Eastern Daylight Time</p>	
	<p><b>F.O.B – F.A.B</b></p>		
	<p><b>Address Enquiries to - Adresser toutes questions à</b> Heidi Noble <a href="mailto:heidi.noble@canada.ca">heidi.noble@canada.ca</a></p>		
	<p><b>Telephone No. – N° de téléphone</b></p>		<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> 2022-03-31</p>		
	<p><b>Destination - of Services / Destination des services</b> Ontario</p>		
	<p><b>Security / Sécurité</b> There is no security requirement associated with this requirement.</p>		
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>			
<p><b>Telephone No. – N° de téléphone</b></p>		<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p>			
<p><b>Signature</b></p>		<p><b>Date</b></p>	

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**Analysis of Priority Chemicals in Canadian Surface Waters and XAD-2 Resin**

**PART 1 – GENERAL INFORMATION**

**1. Security Requirement**

1.1 There is no security requirement associated with this requirement.

**2. Statement of Work**

The Contractor must perform the Work as follows according to Annex A “Statement of Work”

**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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** In its entirety

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

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

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

**Delete:** In its entirety

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

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

**Delete:** In their entirety

**Insert:** “Deleted”

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

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

**Insert:** “Deleted”

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

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** “sixty (60) days”

**Insert:** “one hundred and twenty (120) days”

## 2. Submission of Bids

- 2.1 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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **5. Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory

specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

**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:

- (6.4.1) 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**

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

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

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Daylight Time) on the date and time indicated on the cover page to herein as the “Closing Date.” Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)

Attention: Heidi Noble

Solicitation Number: 5000056811

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

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

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

#### **Section II: Financial Bid**

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



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

**1.3** Bidders must submit their prices FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

**1.4 Price Breakdown**

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (e) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

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

**1.6 Other clauses**

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **1. Evaluation Procedures**

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

An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

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

##### **1.1.1 Mandatory Technical Criteria – Refer to Attachment 1 to Part 4**

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

##### **1.1.2 Point Rated Technical Criteria – Refer to Attachment 1 to Part 4**

A proposal must obtain the required minimum score of 108 points in the technical evaluation criteria to be considered responsive.

### **1.2 Evaluation of Price**

The price of the bid will be evaluated in Canadian dollars including any option periods, the Applicable Taxes excluded, Canadian customs and excise taxes included.

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

Proposals will be evaluated out of 30 points

The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price

## **2. Basis of Selection**

### **2.1 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 technical and financial criteria;
  - and
  - (c) obtain the required minimum score of 108 points in the technical evaluation criteria.
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 70% for the technical merit and 30 % for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$55,000.00.

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

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$75,000.00	\$55,000.00	\$65,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 70 = 63$	$70/100 \times 70 = 49$	$80/100 \times 70 = 56$
Pricing Score	$55/75 \times 30 = 22$	$55/55 \times 30 = 30$	$55/65 \times 30 = 25$
Combined Rating	85	79	81
Overall Rating	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>

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

**Mandatory Technical Criteria:**

No.	Mandatory Technical Criteria	Compliant (Yes/No)	Proposal Page No.
<b>M1</b>	The Bidder must have accreditation obtained from an accrediting body that is signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Agreement ILAC MRA, using the internationally recognized criteria and procedures outlined in ISO/IEC 17025: (General requirements for Competence of Calibration and Testing Laboratories).		
<b>M2</b>	The Bidder must provide standard operating procedures (SOPs) and/or detailed method descriptions for the analyses of the chemical classes listed in Annex A1, Chemical Classes with Target Analytes. The SOPs and/or methods provided must generate quantified concentrations in water for all compounds marked with an asterisk (*). Bidder must provide links to peer reviewed publications or reports to support the proposed SOPs and/or detailed method descriptions.		
<b>M3</b>	The Bidder must prove it can provide analytical results for all compounds marked with an asterisk (*) in water as listed in Annex A1, Chemical Classes with Target Analytes. Bidder must provide a company resume of experience demonstrating projects that have been completed over the past 60 months at date of bid closing for organic contaminants in surface water.		
<b>M4</b>	The Bidder must provide proof of experience within the past 36 months of cleaning XAD-2 resin to a level where target analytes concentrations are below the data quality objectives as well as preparing and supplying XAD-2 resin columns to its client(s) to be used for environmental (ultra-trace) sampling.		
<b>M5</b>	The Bidder must provide proof of lab performance with surface water samples with the submission of a set of recent (past 24 months at date of bid closing) laboratory method blank results derived from water analysis, as reported to its client(s), for all chemical classes, including the recovery of surrogates.		
<b>M6</b>	The Bidder must demonstrate experience in Performance Evaluation Testing for the chemical classes. The Bidder must provide the results of laboratory performance evaluations conducted for all chemical classes listed in Annex A1, Chemical Classes with Target Analytes over the last 36 months at date of bid closing.		
<b>M7</b>	The Bidder must not subcontract any of the Work under the resulting contract.		

**Point Rated Technical Criteria:**

No.	Point-Rated Technical Criteria:	Points Awarded
R1	<p>Demonstrated accreditation for the analysis of PFAS, BPA + alternatives, alkyphenols and ethoxylates, PAHs and glyphosate in surface water samples as well as organochlorine pesticides, PCB congeners, PBDE congeners, HBCDD isomers, and Halogenated Flame retardants in resin as listed in Annex A1, Chemical Classes with Target Analytes</p> <p>Bidders should submit copies of scopes of accreditation (ISO/IEC 17025 or equivalent) for the analysis of target analytes of interest in the matrix specified. Accreditation in other media will not be considered.</p> <p>2 points for each chemical class up to 20 points</p>	/20
R2	<p>Demonstrated experience in analyzing surface water samples for the target analytes of interest, over a broad range of concentrations, as would be encountered in ambient Canadian surface waters.</p> <p>Bidders should Submit a summary of work, defined as analysis of ambient surface water samples or XAD-2 resin exposed to ambient surface waters, conducted in the past 60 months at date of bid closing.</p> <p>Bidders should complete the Summary of Work Table found in Attachment 2 to Part 4.</p> <p>Up to 40 points in accordance with the Scoring Matrix found in Attachment 2 to Part 4.</p>	/40
R3	<p>Demonstrated ability to achieve detection limits in 1 litre (or less) surface water samples and in XAD-2 resin samples (assuming 100L exposure) that will meet the data quality objectives. Blank correction or subtractions for determination of sample concentration are not to be used.</p> <p>Bidders should provide tabulated Estimated Detection Limits (EDLs), defined as 2.5:1 signal to noise ratio in real samples, for the first field sample reported from the last 10 batches of surface water samples or resin prior to the posting of this RFP. EDLs should be <u>as reported to a client</u> for each of the target analytes within each chemical class listed in Annex A1, Chemical Classes with Target Analytes</p> <p>Up to 40 points in accordance with the Scoring Matrix found in Attachment 3 to Part 4, Data Quality Objectives.</p>	/40
R4	<p>Demonstrated ability to achieve appropriate method blank concentrations to meet data quality objectives. Blank correction or subtractions for determination of sample concentration are not to be used. A method blank is defined as an analyte free matrix, in this case water or XAD-2 resin, carried through the complete preparation and analytical procedure for the each chemical class.</p>	/40

Blanks: Bidders should provide tabulated laboratory method blank data provided for a project (or projects) from the prior 10 batches and as reported to a client prior to bid closing for the target analytes listed in Annex A1, Chemical Classes with Target Analytes in surface water or XAD-2 resin as specific in the Scoring Matrix.

Refer to the Data Quality Objectives found in Attachment 3 to Part 4, Data Quality Objectives.

Up to 40 points in accordance with the Scoring Matrix found below.

Scoring Matrix:

<b>Chemical class</b>	<b>Method blank &lt;EDL and &lt;DQO</b>	<b>Analyte &gt;EDL in method blank but &lt;DQO</b>	<b>Method blank &gt;DQO</b>
<u>Surface water:</u>			
Bisphenol A	5	2	0
Bisphenol alternatives	5	2	0
PFAS	5	2	0
PAHs	5	2	0
Alkylphenol & ethoxylates	5	2	0
<u>XAD-2 resin:</u>			
Organochlorine pesticides	3	1	0
PCB congeners	3	1	0
PBDEs congeners	3	1	0
HBCDD isomers	3	1	0
Halogenated flame retardants	3	1	0

**R5**

Demonstrate extent of the use of surrogate spikes, as well as Certified Reference Material (CRMs) and Standard Reference Material (SRMs). Preference will be given for methodologies that utilize <sup>13</sup>C or other stable isotope labelled surrogates to assess and ensure data quality.

Bidders should identify all surrogates, CRMs & SRMs to be used in the analyses for each chemical class in the matrix specified per Annex A1, Chemical Classes with Target Analytes

Up to 10 points in accordance with the Scoring Matrix found in below.

Scoring Matrix:

<b>10 – 8 points</b>	<b>7-5 points</b>	<b>4 – 0 points</b>
Isotope dilution Internal C <sup>13</sup> - External spike		
CRM - SRM	CRM - SRM	
Method spikes	Method spikes	Method spikes
Laboratory spikes	Laboratory spikes	Laboratory spikes

/10

<p><b>R6</b></p>	<p>Percent recovery of surrogate and native spikes in spiked blank and matrix control samples.</p> <p>Bidders should provide tabulated recovery of surrogate spikes and reported values for spiked blank and matrix control samples as reported to the client for the last 24 months or 10 batches of surface water or XAD-2 resin samples prior to bid closing for the chemical classes listed in Annex A1, Chemical Classes with Target Analytes</p> <p>Up to 20 points in accordance with the Scoring Matrix found in below (sum of scores / 2).</p> <p><u>Scoring Matrix:</u></p> <table border="1"> <thead> <tr> <th>Recovery of all spikes within:</th> <th>90-110%</th> <th>80-120%</th> <th>60-140%</th> <th>outside of 60-140%</th> </tr> </thead> <tbody> <tr> <td>PFAS in water</td> <td>4</td> <td>3</td> <td>1</td> <td>0</td> </tr> <tr> <td>BPA + alternatives in water</td> <td>4</td> <td>3</td> <td>1</td> <td>0</td> </tr> <tr> <td>Alkylphenol and ethoxylates in water</td> <td>4</td> <td>3</td> <td>1</td> <td>0</td> </tr> <tr> <td>PAHs in water</td> <td>4</td> <td>3</td> <td>1</td> <td>0</td> </tr> <tr> <td>Glyphosate in water</td> <td>4</td> <td>3</td> <td>1</td> <td>0</td> </tr> <tr> <td>OC pesticides in resin</td> <td>4</td> <td>3</td> <td>1</td> <td>0</td> </tr> <tr> <td>PCBs in resin</td> <td>4</td> <td>3</td> <td>1</td> <td>0</td> </tr> <tr> <td>PBDEs in resin</td> <td>4</td> <td>3</td> <td>1</td> <td>0</td> </tr> <tr> <td>HBCDD in resin</td> <td>4</td> <td>3</td> <td>1</td> <td>0</td> </tr> <tr> <td>HFRs in resin</td> <td>4</td> <td>3</td> <td>1</td> <td>0</td> </tr> </tbody> </table>	Recovery of all spikes within:	90-110%	80-120%	60-140%	outside of 60-140%	PFAS in water	4	3	1	0	BPA + alternatives in water	4	3	1	0	Alkylphenol and ethoxylates in water	4	3	1	0	PAHs in water	4	3	1	0	Glyphosate in water	4	3	1	0	OC pesticides in resin	4	3	1	0	PCBs in resin	4	3	1	0	PBDEs in resin	4	3	1	0	HBCDD in resin	4	3	1	0	HFRs in resin	4	3	1	0	<p>/20</p>
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HBCDD in resin	4	3	1	0																																																					
HFRs in resin	4	3	1	0																																																					
<p><b>R7</b></p>	<p>Effectiveness of quality control program as demonstrated in performance evaluation studies for the target analytes of interest listed in Annex A1, Chemical Classes with Target Analytes in surface water.</p> <p><i>Provide a list of all performance evaluation studies and scores within the last 36 months for the target analytes listed in Annex A1, Chemical Classes with Target Analytes</i></p> <p>2 points will be awarded for proficiency test/round robin results with no failures for each chemical class, 1 point will be awarded for each proficiency test /round robin with &lt;50% failures for each chemical class. Up to a maximum of 10 points</p>	<p>/10</p>																																																							
<p style="text-align: right;"><b>Total</b></p>		<p style="text-align: center;"><b>/</b> <b>180</b></p>																																																							
<p style="text-align: right;"><b>Minimum Score</b></p>		<p style="text-align: center;"><b>108</b> <b>/ 180</b></p>																																																							

**ATTACHMENT 2 TO PART 4  
SUMMARY OF WORK TABLE**

Summary of Work Table

Chemical Class	Matrix	#projects	#analyses provided	Page reference to supporting information in bid documents
PFAS compounds	Surface water			
BPA + Alternatives	Surface water			
Alkylphenol and ethoxylates	Surface water			
PAHs	Surface water			
Glyphosate	Surface water			
Organochlorine Pesticides	XAD-2 Resin			
PCB congeners	XAD-2 Resin			
PBDE congeners	XAD-2 Resin			
HBCDD	XAD-2 Resin			
Halogenated flame retardants	XAD-2 Resin			

Rating Experience Criteria - Benchmarks

<p><b>Extensive</b>            Water: <input type="checkbox"/> 2000 samples or 10 projects with &gt;50 samples per year            XAD-2 Resin: <input type="checkbox"/> 100 samples or 5 projects with &gt; 10 samples</p>
<p><b>Good</b>            Water: <input type="checkbox"/> 1000 samples or 5 projects with &gt;50 samples per year            XAD-2 Resin: <input type="checkbox"/> 50 samples or 2 projects with &gt; 10 samples</p>
<p><b>Minimal</b>            Water: <input type="checkbox"/> 500 samples or 3 projects with &gt;50 samples per year            XAD-2 Resin: <input type="checkbox"/> 1 project with analysis of resin samples</p>

Scoring Matrix

Chemical Class	Matrix	Extensive	Good	Minimal	<Minimal
PFAS	Surface water	5	3	1	0
BPA + Alternatives	Surface water	5	3	1	0
Alkylphenols	Surface water	5	3	1	0
PAHs	Surface water	5	3	1	0
Glyphosate	Surface water	5	3	1	0
Organochlorine Pesticides	XAD-2 Resin	3	1	0.5	0
PCB congeners	XAD-2 Resin	3	1	0.5	0
PBDE congeners	XAD-2 Resin	3	1	0.5	0
HBCDD isomers	XAD-2 Resin	3	1	0.5	0
Halogenated flame retardants	XAD-2 Resin	3	1	0.5	0



**ATTACHMENT 3 TO PART 4  
DATA QUALITY OBJECTIVES**

Data Quality Objectives:

<b>Chemical Class</b>	<b>EDL (per compound)</b>
<u>Surface water:</u>	Assuming 1 L sample
Bisphenol A	2 ng/L
Bisphenol alternatives	5 ng/L
PFAS	1 ng/L
PAHs	2 ng/L
Alkylphenol & ethoxylates	5 ng/L
<u>XAD-2 resin:</u>	Assuming 100 L exposure
Organochlorine pesticides	5 pg/L
PCB congeners	0.02 pg/L
PBDEs congeners	0.02 pg/L
HBCDD isomers	0.02 ng/L
Halogenated flame retardants	0.05 ng/L

Notes: To limit the number of evaluations for each bid for all possible PFAS and HFR compounds and congeners of PBDEs and PCBs, scoring for PR3 and PR4 will be based on:

PFAS: PFOS, PFOA, PFBA, PFNA, PFHxA, PFHxS

PBDEs: 5 congeners (BDE-17, -47, -99, -100, and -153)

PCBs: 14 congeners (PCB-8, -11, -18, -28, -44, -52, -66, -101, 105, -118, -138, -153, -180, and -187)

Halogenated Flame retardants: Dechlorane plus, TBB

Scoring Matrix:

<b>Chemical class</b>	<b>100% EDL&lt;=DQO</b>	<b>Less than 80% EDL&gt;DQO</b>	<b>More than 80% EDL&gt;DQO</b>
<u>Surface water:</u>			
Bisphenol A	5	2	0
Bisphenol alternatives	5	2	0
PFAS	5	2	0
PAHs	5	2	0
Alkylphenol & ethoxylates	5	2	0
<u>XAD-2 resin:</u>			
Organochlorine pesticides	3	1	0
PCB congeners	3	1	0
PBDEs congeners	3	1	0
HBCDD isomers	3	1	0
Halogenated flame retardants	3	1	0

## **PART 5 - CERTIFICATIONS**

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

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

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

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

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

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

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

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

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

### **2. Additional Certifications Required Precedent to Contract Award**

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

#### **2.1 Education and Experience**

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

## **PART 6 - RESULTING CONTRACT**

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

**Title:** Analysis of Priority Chemicals in Canadian Surface Waters and XAD-2 Resin

### **1. Security Requirement**

1.1 There is no security requirement applicable to this Contract.

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

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

### **3. Task Authorization**

#### **3.1 As and When Requested Task Authorizations**

The Work or a portion of the Work to be performed under the Contract on an "as-and-when-requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract. The Contractor must not commence work until a validly issued TA has been issued by Canada and received by the Contractor. The Contractor acknowledges that any work performed before such issuance and receipt will be done at the Contractor's own risk.

#### **3.2 As and When Requested Task Authorizations**

- i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex C, Task Authorization Form.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :
  - A. a task number;
  - B. the date by which the Contractor's response must be received (which will appear in the draft Task Authorization, but not the issued Task Authorization);
  - C. the details of any financial coding to be used;
  - D. a description of the work for the task outlining the activities to be performed and identifying any deliverables (such as reports);
  - E. the start and completion dates;
  - F. milestone dates for deliverables and payments (if applicable);
  - G. the contaminant class(es)/XAD-2 Resin, quantity of analytes, and price per analyte;
  - H. the price payable to the Contractor for performing the task, with an indication of whether it is a firm price or a maximum TA price (and, for maximum price task authorizations, the TA must indicate how the final amount payable will be determined; where the TA does not indicate how the final amount payable will be determined, the amount payable is the amount, up to the maximum, that the Contractor demonstrates was actually worked on the project, by submitting analytical reports upon completion of the task); and
  - I. any other constraints that might affect the completion of the task.

#### **3.3 Contractor's Response to Draft Task Authorization:**

The Contractor must provide the Technical Authority, within three (3) working days of receiving the draft Task Authorization (or within any longer time period specified in the draft TA), the proposed total price for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract. The Contractor's quotation must be based on the rates set out in the Contract. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

### 3.4 Task Authorization Limit and Authorities for Validity Issuing Task Authorizations

To be validly issued, a TA must include the following signature(s):

- A. for any TA with a value less than or equal to \$0.00 (including Applicable Taxes), the TA must be signed by the Technical Authority; and
- B. for any TA with a value greater than this amount, a TA must be signed by the Technical Authority and the Contracting Authority.

Any TA that does not bear the appropriate signature(s) is not validly issued by Canada. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk. If the Contractor receives a TA that is not appropriately signed, the Contractor must notify the Contracting Authority. By providing written notice to the Contractor, the Contracting Authority may suspend the Technical Authority's ability to issue TAs at any time, or reduce the dollar value threshold described in sub-article (A) above; any suspension or reduction notice is effective upon receipt.

### 3.5 Minimum Work Guarantee

- a. In this clause,
  - i. **"Maximum Contract Value"** means the amount specified in the "Limitation of Expenditure" clause set out in the Contract (excluding Applicable Taxes); and
  - ii. **"Minimum Contract Value"** means **3%** of the Maximum Contract Value on the date the contract is first issued.
- b. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with sub-article (c), subject to sub-article (d). In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract Period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
- c. In the event that Canada does not request work in the amount of the Minimum Contract Value during the Contract Period, Canada must pay the Contractor the difference between the Minimum Contract Value and the cost of the Work performed.
- d. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract
  - i. for default.
  - ii. for convenience as a result of any decision or recommendation of a tribunal or court that the contract be cancelled, re-tendered or awarded to another supplier; or
  - iii. for convenience within ten business days of Contract award.

## 4. 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.

#### 4.1 General Conditions

2010B (2020-05-28)\_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: "36 Liability"

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

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

##### At Section 19 Copyright

**Delete:** In its entirety

**Insert:**

1. In this section:  
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.  
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor or any other third party;  
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

**At Section 06 Subcontracts**

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

**5. Term of Contract**

**5.1 Period of the Contract**

The Work is to be performed during the period of contract award to March 31, 2022

**5.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods 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.

**5.3 Transition Period**

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 30 days under the same conditions to ensure the required transition. 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. The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

**6. Authorities**

**6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Environment Canada  
Procurement and Contracting  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Email address: \_\_\_\_\_

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform

work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 6.2 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Email 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.

## 6.3 Contractor's Representative

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Email address: \_\_\_\_\_

## 7. 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.

## 8. Payment

### 8.1 Basis of Payment

**Professional Services provided under a Task Authorization with a Maximum Price:** For professional services requested by Canada in accordance with a validly issued Task Authorization, Canada will pay the Contractor, in arrears, up to the Maximum Price, for any resulting deliverables in accordance with the rates set out in Annex B, Basis of Payment, Applicable Taxes extra.

Estimated Cost: [\$\_\_\_\_\_]

- i. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.

- ii. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

## 8.2 Limitation of Expenditure

- i. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page one of the Contract, less any Applicable taxes. With respect to the amount set out on page one of the Contract, Customs duties are excluded and applicable taxes are extra.
- ii. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work.
- iii. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
  - A. It is 75 percent committed, or
  - B. 4 months before the Contract expiry date, or
  - C. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- iv. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

## 8.3 Method of Payment for Task Authorizations with a Maximum Price:

For each Task Authorization validly issued under the Contract that contains a maximum price:

- i. Canada will pay the Contractor no more frequently than once a month in accordance with the Basis of Payment. The Contractor must submit reports to support the charges claimed in the invoice.

## 9. Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision, and must show all applicable Task Authorization numbers.
- c. By submitting invoices the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract.

The Contractor must provide the original of each invoice to the Technical Authority.

## 10. Tasking Assessment Procedures

Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Annex C, Task Authorization Form will be provided to the Contractor. Once a draft



TA Form is received, the Contractor must submit to the Technical Authority a quotation based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.

## **11. Certifications**

### **11.1 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.

### **11.2 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.

## **12. Applicable Laws**

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

## **13. Shipment of Dangerous Goods/Hazardous Products**

The Contractor must label and ship dangerous goods/hazardous products falling within the Transportation of Dangerous Goods Act, 1992, c.34 and the Hazardous Products Act, R.S.C. 1985, c. H-3 and their regulation(s) in accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

## **14. 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.

## **15. 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) (2020-05-21) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Task Authorization Form; and

- (f) the Contractor's bid dated \_\_\_\_\_, *(insert date of bid - if the bid was clarified or amended, insert at the time of contract award, as clarified on \_\_\_\_\_ or as amended on \_\_\_\_\_ and insert date(s) of clarification(s) or amendment(s)).*

## ANNEX A STATEMENT OF WORK

### Title: Analysis of Priority Chemicals in Canadian Surface Waters and XAD-2 Resin

#### 1.0 Background

Environment and Climate Change Canada's (ECCC) Freshwater Quality Monitoring and Surveillance Division monitors and reports on the long-term status and trends of contaminants in water from water bodies across Canada. This Contract will cover the analyses for several chemical classes of concern to support the activities of the program requirements to support Canada's Chemicals Management Plan and objectives of the Great Lakes Water Quality Agreement between Canada and the United States.

#### 1.1. Objective:

The Contractor must provide analytical services including the results of analyses to ECCC as and when requested during the period of the Contract.

#### 2.0 Scope:

All analyses will be performed on surface water samples or XAD-2 resin as and when requested, for the target analytes in some or all of the chemical classes listed (Annex A1).

Over the term of the Contract, approximately 95% of the samples will be surface waters and 5% will be XAD-2 resin. Bracketed values indicate estimated percentage of samples that will require analysis of each chemical class listed below. More than one chemical class may be requested per sample. Detailed list of requested target analytes in each chemical class can be found in Annex A1.

#### Chemical Classes

##### Surface water only:

A: Per- and polyfluoroalkyl substances (PFAS)	(24%)
B: Bisphenol A and alternatives	(29%)
C: Polycyclic Aromatic Hydrocarbons (may include alkylated PAHs)	(22%)
D: Alkylphenols and ethoxylates	(19%)
E: Glyphosate	(<1%)

##### XAD-2 Resin only:

F: Organochlorine Pesticides	(1.5%)
G: PCB congeners	(1.5%)
H: PBDE congeners	(1.5%)
I: Hexabromocyclododecane isomers	(<1%)
J: Other Halogenated Flame Retardants	(<1%)

Given the uncertain nature of field collections and operations, ECCC cannot guarantee the number of samples that will be submitted for analysis in any given year or for any specific chemical class. The Contractor will be paid based on a per sample basis for the given number of samples submitted by ECCC, and subsequently analyzed by the Contractor.

The analytical services will include the results of analysis. The analysis will be performed on water or resin as requested for some or all of the chemical classes listed in Annex A1, Chemical Classes with Target Analytes Chemical Classes With Target Analytes.

Limited sample may require multiple analysis per extraction, subcontracting outside of the RFP is not permitted.

Method blanks and laboratory replicate analyses are to be conducted as part of Contractor's quality assurance/quality control (QA/QC) program, and not to be considered as samples submitted.

#### 3.0 Tasks:

The analytical services requested may include the following tasks:

1. Solvent extraction, clean-up, and analysis of whole water samples and/or XAD-2 resin using methods appropriate for quantification of some or all of the parameters listed in detail in Annex A1, Chemical Classes With Target Analytes.
2. Preparation of XAD-2 resin columns including purchasing resin, cleaning resin, cleaning columns, cleaning retaining rings, cleaning fittings; packing Teflon columns with approximately 50g clean XAD-2 resin; adding surrogate field spikes as required, applying lab grade Teflon tape to fittings and secure each of column ends with fittings and plugs. Resin is to be supplied by the Contractor. ECCC is responsible for all shipping costs associated with shipping the resin columns to and from the Contractor's laboratory.
3. Submission of reports of the analytical results from all analyses to the Technical Authority.

#### **4.0 Deliverables:**

1. The Contractor must submit, with 6 weeks following receipt of samples, a report including:
  - a. The target analyte concentration in each sample (for surface water samples);
  - b. The total mass of each target analyte in each sample (for resin samples only);
  - c. The total mass of each target analyte in blank (extraction of a clean XAD column or method blank); and
  - d. The minimum detectable concentration of each target analyte (detection limit).All reports must be submitted electronically to the Technical Authority.

2. This information is to be reported in adjoining columns on a spreadsheet. Target analyte mass may be reported in nano or pico grams. QA data such as % recoveries surrogate spikes (SRMs, & CRMs) must be reported.
3. A narrative documenting any problems with the set of samples or data, including any corrective actions taken, resolutions, and explanation of any flagged data are to be reported to the Technical Authority. Chain of custody and sample submittal documentation is also to be provided electronically to the Technical Authority.
4. If requested, all proposed methodologies are to be provided to the Technical Authority in order to obtain Valid Method Variable (VMV) codes. VMV codes are used by ECCC to ensure consistent use and tracking of variable name, method name, reporting unit, and method detection limit.
5. Proposed method changes by the Contractor during the duration of the contract must be discussed with the Technical Authority. A comparison study of the existing method and proposed new methods must be provided to demonstrate that the two methods are comparable. In addition, information on the new method must be provided so that appropriate VMV codes can be assigned

#### **5.0 Government Supplied Material:**

ECCC will provide surface water samples for analysis and empty resin columns to be packed with XAD-2 resin.

#### **6.0 Official Languages**

All verbal and written communication will be in the English language.

#### **7.0 Work Location:**

The Work will be performed at the Contractor's laboratory.

#### **8.0 Travel:**

The Contractor is not required to travel to perform the Work under this Contract.

## ANNEX A1

**CHEMICAL CLASSES WITH TARGET ANALYTES**  
**Target analytes with \* are required**

**A: Per- and polyfluoroalkyl substances (PFAS)**

Perfluorobutanesulfonate (PFBS) \*  
 Perfluorobutanoate (PFBA)\*  
 Perfluoropentanoate (PFPeA)\*  
 Perfluorohexanesulfonate (PFHxS) \*  
 Perfluorohexanoate (PFHxA) \*  
 Perfluoroheptanoate (PFHpA)\*  
 Perfluorooctanesulfonate ((PFOS)\*)  
 Perfluorooctanoate (PFOA)\*  
 Perfluorooctane sulfonamide (PFOSA)\*  
 Perfluorononanoate (PFNA) \*  
 Perfluorodecanoate (PFDA) \*  
 Perfluoroundecanoate (PFUnA)\*  
 Perfluorododecanoate (PFDoA) \*  
 Tridecanoic acid (PFTrDA)  
 Tetra-decanoic acid (PFTDA)  
 Penta-decanoic acid (PFPeDA)  
 Hexa-decanoic acid PFHxDA  
 Perfluoro-hepta-decanoic acid (PFHpDA)  
 Octa-decanoic acid (PFODA)  
 Perfluoro-nona-decanoic acid (PFNDA)  
 Perfluoro octyl-ethanol (FTOH 8:2)  
 Perfluoro decyl-ethanol (FTOH 10:2)  
 Other fluorotelomer alcohols  
 Fluorotelomer sulfonates\*

**B: Bisphenol A and alternatives**

*Bisphenol A\**  
*Bisphenol AF*  
*Bisphenol B*  
*Bisphenol E*  
*Bisphenol F*  
*Bisphenol P*  
*Bisphenol S*

*Other alternatives if available*

**C: Polycyclic Aromatic Hydrocarbons (PAHs)**

*Naphthalene\**  
*Acenaphthylene\**  
*Acenaphthene\**  
*Fluorene\**  
*Phenanthrene\**  
*Anthracene\**  
*Fluoranthene\**  
*Pyrene\**  
*Benz[a]anthracene\**  
*Chrysene\**  
*Benzo[b]fluoranthene\**

*Benzo[j,k]fluoranthenes\**  
*Benzo[e]pyrene\**  
*Benzo[a]pyrene\**  
*Perylene\**  
*Dibenz[a,h]anthracene\**  
*Indeno[1,2,3-cd]pyrene\**  
*Benzo[ghi]perylene\**  
*2-Methylnaphthalene\**  
*2,6-Dimethylnaphthalene\**  
*2,3,5-Trimethylnaphthalene\**  
*1-Methylphenanthrene\**  
*Dibenzothiophene*

*Other PAHs if available*

**D: Alkylphenols**

*4-Nonylphenols\**  
*4-Nonylphenol monoethoxylates\**  
*4-Nonylphenol diethoxylates\**  
*4-n-Octylphenol\**

*Other alkylphenols if available*

**E: Glyphosate**

*Glyphosate\**  
*Glufosinate\**  
*AMPA\**

**F: Organochlorine Pesticides**

*Pentachlorobenzene\**  
*Hexachlorobenzene\**  
*HCH\* (alpha, beta, delta and gamma)*  
*Heptachlor\* (+ epoxide)*  
*Aldrin\**  
*Oxychlordane\**  
*Chlordane\* (cis and trans)*  
*DDE\* (o,p' and p,p')*  
*DDD\* (o,p' and p,p')*  
*DDT\* (o,p' and p,p')*  
*Nonachlor\* (cis and trans)*  
*Mirex\**  
*Endosulphan\*, (alpha, beta and sulphate)*  
*Dieldrin\**  
*Endrin\* (+ aldehyde and ketone)*  
*Methoxychlor\**  
*Hexachlorobutadiene\**  
*Octachlorostyrene\**

**G: Polychlorinated biphenyls (PCB)**

*All 209 congeners\**

**H: Brominated diphenyl ethers (PBDEs)**

BDE 7\*  
BDE 8\*  
BDE 10\*  
BDE 11\*  
BDE 12\*  
BDE 13\*  
BDE 15\*  
BDE 17\*  
BDE 25\*  
BDE 28\*  
BDE 33\*  
BDE 30\*  
BDE 32\*  
BDE 35\*  
BDE 37\*  
BDE 47\*  
BDE 49\*  
BDE 51\*  
BDE 66\*  
BDE 71\*  
BDE 75\*  
BDE 77\*  
BDE 79\*  
BDE 85\*  
BDE 99\*  
BDE 100\*  
BDE 105\*  
BDE 116\*  
BDE 119\*  
BDE 120\*  
BDE 126\*  
BDE 128\*  
BDE 138\*  
BDE 166\*  
BDE 140\*  
BDE 153\*  
BDE 155\*  
BDE 181\*  
BDE 183\*  
BDE 190\*  
BDE 203\*  
BDE 206\*  
BDE 207\*  
BDE 208\*  
BDE 209\*

**I: Hexabromocyclododecane**

$\alpha$ -HBCDD\*  
 $\beta$ -HBCDD\*  
 $\gamma$ -HBCDD\*

**J: Halogenated Flame Retardant (HFR)**

Allyl 2,4,6-tribromophenyl ether (ATE)\*  
Decabromodiphenylethane (DBDPE)\*  
Dechlorane Plus (DP; Anti and Syn)\*  
Dechlorane (+ 602, 603, 604)\*

2,3-Dibromopropyl 2,4,6-tribromophenyl ether (DPTE)\*  
1,2-Bis(2,4,6-tribromophenoxy)ethane (BTBPE)\*  
bis(2-ethyl-1-hexyl)tetrabromophthalate (BEHTBP)\*  
2-Ethylhexyl-2,3,4,5-tetrabromobenzoate (EHTeBB)  
1,2,3,4,5-Pentabromobenzene (PBBe)  
1,2- Dibromobenzene (DiBB)  
1,4-Dibromobenzene (DiBB)  
1,2,4-Tribromobenzene (TriBB)  
1,2,3,5- Tetrabromobenzene (TBB)  
1,2,4,5-Tetrabromobenzene (TBB)\*  
Hexabromobenzene (HBB)\*  
Hexachlorocyclopentadienyl-dibromocyclooctane (HCDBCO)\*  
2,2',4,5,5'-Pentabromobiphenyl (BB-101)  
Pentabromotoluene (PBT<sub>o</sub>)  
Pentabromoethylbenzene (PBEB)  
2,3,4,5,6-Pentabromobenzylbromide (PBBB)  
2,3,5,6-Tetrabromo-p-xylene (pTBX)  
Tetrabromo-o-chlorotoluene (TBCT)  
Decabromodiphenylethane  
Octabromotrimethylphenylindane (OBIND)  
Pentabromobenzylacrylate (PBBA)



**ANNEX B  
BASIS OF PAYMENT**

**The Contractor will be paid as follows:**

The Contractor must provide a firm per analyte price for each contaminant class listed below as well as a price for the preparation of columns to be considered responsive.

Year One - Contract Award to March 31, 2022			
Contaminant Class	Quantity of Analytes (A)	Price per Analyte (B)	Price (C) (A)*(B)
<b>Surface Waters</b>			
PFAS	200	\$ _____	\$ _____
BPA + alternatives	240	\$ _____	\$ _____
Alkylphenols + ethoxylates	160	\$ _____	\$ _____
PAHs	180	\$ _____	\$ _____
Glyphosate	5	\$ _____	\$ _____
<b>XAD-2 Resin</b>			
Preparation of Columns	15	\$ _____	\$ _____
Organochlorine Pesticides	15	\$ _____	\$ _____
PCB Cogeners	15	\$ _____	\$ _____
PBDE Cogeners	15	\$ _____	\$ _____
HBCDD Cogeners	8	\$ _____	\$ _____
Halogenated Flame Retardants	8	\$ _____	\$ _____
<b>Total Price for Year One (Total of Column (C))</b>	<b>\$ _____ applicable taxes extra</b>		

<b>Option Period One – April 1, 2022 to March 31, 2023</b>			
<b>Contaminant Class</b>	<b>Quantity of Analytes (A)</b>	<b>Price per Analyte (B)</b>	<b>Price (C) (A)*(B)</b>
<b>Surface Waters</b>			
PFAS	200	\$ _____	\$ _____
BPA + alternatives	240	\$ _____	\$ _____
Alkylphenols + ethoxylates	160	\$ _____	\$ _____
PAHs	180	\$ _____	\$ _____
Glyphosate	5	\$ _____	\$ _____
<b>XAD-2 Resin</b>			
Preparation of Columns	15	\$ _____	\$ _____
Organochlorine Pesticides	15	\$ _____	\$ _____
PCB Cogeners	15	\$ _____	\$ _____
PBDE Cogeners	15	\$ _____	\$ _____
HBCDD Cogeners	8	\$ _____	\$ _____
Halogenated Flame Retardants	8	\$ _____	\$ _____
<b>Total Price for Year Option Period One (Total of Column (C))</b>	<b>\$ _____ applicable taxes extra</b>		

<b>Option Period Two – April 1, 2023 to March 31, 2024</b>			
<b>Contaminant Class</b>	<b>Quantity of Analytes (A)</b>	<b>Price per Analyte (B)</b>	<b>Price (C) (A)*(B)</b>
<b>Surface Waters</b>			
PFAS	200	\$ _____	\$ _____
BPA + alternatives	240	\$ _____	\$ _____
Alkylphenols + ethoxylates	160	\$ _____	\$ _____
PAHs	180	\$ _____	\$ _____
Glyphosate	5	\$ _____	\$ _____
<b>XAD-2 Resin</b>			
Preparation of Columns	8	\$ _____	\$ _____
Organochlorine Pesticides	8	\$ _____	\$ _____
PCB Cogeners	8	\$ _____	\$ _____
PBDE Cogeners	8	\$ _____	\$ _____
HBCDD Cogeners	4	\$ _____	\$ _____
Halogenated Flame Retardants	4	\$ _____	\$ _____
<b>Total Price for Option Period Two (Total of Column (C))</b>	<b>\$ _____ applicable taxes extra</b>		

**ANNEX C  
TASK AUTHORIZATION FORM**

TASK AUTHORIZATION (TA)			
<b>Contractor:</b>			
<b>Contract Number:</b>			<b>Financial Coding:</b>
<b>Task Number:</b>			<b>Date:</b>
TA Request			
<b>1. Description of Work to be Performed and List of Deliverables</b>			
<b>2. Period of Services</b>		<b>From:</b>	<b>To:</b>
TASK AUTHORIZATION			
<b>3. Estimated Cost</b>			
<b>Contaminant Class(es)/ XAD-2 Resin</b> (repeat rows below as required)	<b>Quantity of Analytes (A)</b>	<b>Price per Analytes (B)</b>	<b>Price (A)*(B)</b>
<b>Total Price</b>			
<b>TAXES</b>			
<b>Total</b>			
TA Approval			
<b>4. Signing Authorities</b>			
	Name, Title of Person Authorized to Sign	Signature	Date
Contractor			
Client Signing Authority			
Contract Authority			
<b>5. Basis of Payment and Invoicing</b>			
<p>In Accordance with the annex entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Technical Authority. Total of payments not to exceed the grand total.</p> <p>Invoices must be sent to the Technical Authority.</p>			