



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving – Environment and Climate Change Canada / Réception des soumissions – Environnement et Changement climatique Canada</p> <p>Electronic Copy: ec.soumissions-bids.ec@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</p> <p>Nous offrons d’effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Landfill Leachate Sampling of Contaminants of Concern to Whales in Canada</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000055394/B</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021-08-11</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2021-09-07</p>	<p>Time Zone – Fuseau horaire Eastern Daylight Time (EDT)</p>
	<p>F.O.B – F.A.B See herein</p>	
	<p>Address Enquiries to - Adresser toutes questions à Garvin.Suepaul@ec.gc.ca or jennifer.legere@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone 613-295-4823</p>	<p>Fax No. – N° de Fax N/A</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See herein</p>	
	<p>Destination of Services / Destination des services See herein</p>	
	<p>Security / Sécurité There is a security requirement associated with this solicitation</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l’entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l’entrepreneur (taper ou écrire en caractères d’imprimerie)</p>		
<p>_____</p> <p>Signature</p>	<p>_____</p> <p>Date</p>	



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TITLE: Landfill Leachate Sampling of Contaminants of Concern to Whales in Canada

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 Other Requirements: includes specific 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 a Mandatory Technical Criteria and Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, the Federal Contractors Program for Employment Equity – Certification, Insurance Requirements and Non-Disclosure Certification.

2. Summary

2.1 Environment and Climate Change Canada has a requirement for a contractor to complete sampling and analyses to confirm whether specific contaminants are being released from landfills in concentrations and loadings that would pose a risk to Southern Resident Killer Whales, St. Lawrence Estuary Beluga and North Atlantic Right Whales in Canada as detailed in the Statement of Work, Annex “A” to the bid solicitation.

The period of the contract is from date of Contract award to March 31, 2023.

2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security and Other Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).



- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003 (2020-05-28).
- 2.4 For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is subject to the provisions of the Canada-Chile Free Trade Agreement (CCFTA), Canada-Columbia Free Trade Agreement, Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Honduras Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Ukraine Free Trade Agreement (CUFTA), Canadian Free Trade Agreement (CFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP) and World Trade Organization Agreement on Government Procurement (WTO-AGP).
- 2.6 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 (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 and Climate Change Canada (ECCC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

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

Delete: In its entirety

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

Bids must be submitted to Environment and Climate Change Canada (ECCC) 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.

Signature: _____

Date: _____

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) 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 Québec.

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

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

7. Maximum Funding

The maximum funding available for the initial Contract resulting from the bid solicitation is \$910,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Note : In addition to the maximum overall funding, there are also maximum funding amounts for each individual year of the Contract, as identified under Annex "B" of this bid solicitation. Bids must not exceed these specific amounts.

8. Bid Challenge and Recourse Mechanisms

Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.



(b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

9. Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 5000055394 dated 2021-07-12 with a closing of 2021-08-05 at 2:00 PM Eastern Daylight savings Time (EDT).



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 – one (1) electronic copy in PDF format

Section II: Financial Bid – one (1) electronic copy in PDF format

Section III: Certifications – one (1) electronic copy in PDF format

Section IV: Additional Information – one (1) electronic copy in PDF format

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

Note for electronic submission of bids:

In order to be considered, bids must be received no later than 1400h (2 p.m.) (Eastern Daylight Time) on the date and time indicated on the cover page to herein as the “Closing Date.” Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

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

Attention: Garvin Suepaul

Solicitation Number: 5000055394

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 and Basis of Selection, 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, 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. Bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): 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. These items will be deliverable to Canada upon completion of the contract.
- (c) Materials and Supplies (if applicable): Bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): Bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](#) and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".



- (e) Subcontracts (if applicable): Bidders should identify all of the proposed subcontractors and provide in their financial bid a price breakdown for each one.
- (f) Other Direct Charges (if applicable): 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.
- (g) Applicable Taxes: 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.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

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



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.

1.1 Technical Evaluation

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

1.2 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

1.3 Financial Evaluation

1.3.1 Mandatory Financial Criteria

The total evaluated bid price must not exceed the budget outlined in Annex "B" – Basis of Payment, in addition to the maximum funding available under each year of the Contract.

1.3.2 Evaluation of Price

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

2. Basis of Selection - Highest Rated Within Budget

- 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum points for each section of the point rated technical evaluation criteria, as well as obtain the required minimum of 60 percent overall of the total possible points available for the technical evaluation criteria which are subject to point rating.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement. In the event that two bids obtain the same number of points on the technical portion of the evaluation, the bid with the lowest evaluated price will be recommended for contract award.



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

1. Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement, including the page number or section containing the required information. Bids which fail to meet the mandatory technical criteria will be declared non-responsive.

Criterion	Description	Met/ Not Met	Page number/reference in proposal
M1	<p>The Bidder must demonstrate experience sampling and monitoring landfill leachate.</p> <p>To demonstrate this requirement, the Bidder must provide a minimum of three (3) examples of landfill leachate sampling projects that were completed by the Bidder within the last 10 years from date of bid closing.</p> <p>Each project description should be no more than one (1) page, and must include the following:</p> <ul style="list-style-type: none"> • Project title, client name, industry sector; • Planned and actual dollar value of the project; • Planned start and finish dates and actual start and finish dates (month / year); • Nature of services provided for the project or study, methodologies and approaches employed; • Name and coordinates of a client contact person to validate information; • Lessons learned during these projects. 		



M2	<p>The Bidder must demonstrate experience sampling landfill leachate at Municipal Solid Waste (MSW) landfills using established industry standard operating and Quality Assurance/Quality Control procedures, as required by ISO 9001:2015.</p> <p>The Bidder must provide a minimum of three (3) example projects that demonstrate this experience.</p> <p>For each project identified, the Bidder must provide:</p> <ul style="list-style-type: none">• Project title, client name, industry sector;• Planned and actual dollar value of the project;• Planned start and finish dates and actual start and finish dates (month / year);• Nature of services provided for the project or study, methodologies and approaches employed;• Name and coordinates of a client contact person to validate information;• Quality Assurance/Quality Control procedures, as required by ISO 9001:2015.		
M3	<p>The Bidder must demonstrate in its bid that the samples will be analyzed by an accredited laboratory that is a member of the International Laboratory Accreditation Cooperation (ILAC).</p> <p>To demonstrate compliance, the Bidder must:</p> <ol style="list-style-type: none">provide a list of the laboratories it proposes to use; andidentify whether these are a member of the International Laboratory Accreditation Cooperation. <p>Acceptable examples include, but are not limited to, the Canadian Association for Laboratory Accreditation (CALA) or the Standards Council of Canada (SCC).</p>		
M4	<p>The Bidder must provide a list of the analytical methods that will be used to analyze the samples. These methods must be documented through industry or government certification (e.g. Environmental Protection Agency) and/or peer reviewed publications.</p>		



	To demonstrate this, the Bidder must provide the methods that will be used for each substance to be analysed (listed in the SoW).		
M5	<p>The Bidder must demonstrate that Quality Assurance and Quality Control procedures will be applied to this project.</p> <p>To demonstrate compliance, the Bidder must provide a copy of its Standard Operating Procedure(s) (SOPs) for the collection of leachate samples as required by the field quality assurance/quality control (QA/QC) system (ISO 9001:2015).</p>		
M6	<p>Work Plan The Bidder must submit a Work Plan that demonstrates the Bidder can meet the requirements and timelines outlined in the SOW.</p> <p>a) The Work Plan must include:</p> <ul style="list-style-type: none">(i) An overview and understanding of project requirements;(ii) The Contractor's approach and a detailed description of the methodology used to carry out the tasks to achieve project objectives, including a description of the Bidder's approach to undertake quantification and analysis;(iii) Identification of the Project Manager and a description of the tasks assigned to each of the Project Team Members;(iv) A detailed description of time allocation, tasks and scheduling. <p>b) For the scheduling component, the Bidder must include:</p> <ul style="list-style-type: none">(i) A proposed schedule for deliverables;(ii) A breakdown of each project task which clearly identifies the time commitments of each member on the project team;(iii) The allocation of time between experienced and less experienced staff with respect to work involvement;(iv) The total time commitment of the project team.		
M7	<p>Project Team The Bidder must provide resumes for the Project Manager resource and for each of the Proposed Team Members.</p>		



	<p>a) For each proposed Team Member resource, the resumes <u>must</u> identify the projects worked on and include the following information:</p> <ul style="list-style-type: none">• Project title, client name, industry sector;• Number of years of experience for each resource and expertise directly relevant to the work, industry and sector;• Start and finish dates (month, year);• Nature of services provided for the project or study, methodologies and approaches employed;• Names and coordinates of three client references for current and past projects, to validate information. <p>b) For the Project Manager resource, the Bidder <u>must</u> demonstrate, using the resume submitted, that the Project Manager resource has a minimum of five (5) years of experience within the last ten (10) years conducting sampling and monitoring of landfill leachate.</p>		
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2. Point Rated Technical Criteria

The bid must meet the minimum required points for each section specified below, in addition to the minimum pass mark of 60 percent for the total point rated evaluation. The Bidder should provide the necessary documentation to support compliance with these requirements, including the page number or section containing the required information. Bids which fail to meet the minimum number of points for each criterion will be declared non-responsive. Bids which fail to obtain the minimum pass mark of 60 percent of the total possible points available in the point rated technical criteria will be declared non-responsive.

Criteria	Factor	Score Ranges	Page number/ reference in proposal
P1 APPROACH, METHODOLOGY, WORKPLAN (MAX 40 POINTS) MINIMUM REQUIRED: 20 POINTS	Is the approach and methodology well developed, clear and logical? The proposed technical approach should meet the requirements of the SOW. Sufficient detail should be provided to demonstrate the Bidder's grasp of the requirements and the Bidder's approach to meet them. The Bidder should state any major difficulties, challenges and/or risks that are anticipated and explain how they will be addressed. Points will be allocated as follows:	Max: 40	
	The approach, methodology and workplan are poorly developed and most elements are not identified; risks/challenges are not identified. Most steps are missing.	0 points	
	The approach, methodology and workplan are weak : some elements are identified, but lack sufficient detail, or are not presented clearly or logically; risks/challenges are not identified or clearly explained. Steps are missing or steps are not presented in a logical order.	10 points	
	The approach, methodology and workplan are satisfactory : a satisfactory number of elements and steps have been identified and presented; steps are presented clearly and logically, but	20 points	



	<p>some detail is lacking or challenges/risks are not clearly identified or elaborated upon.</p> <p>The approach, methodology and workplan are well developed: most elements and steps are identified; ideas are presented clearly and logically, most challenges and risks are identified; a very good level of detail is presented to demonstrate the Bidder's approach and methodology to meet the requirements.</p> <p>The approach, methodology and workplan are excellent: all steps and elements are identified; ideas are presented clearly and logically, all of the challenges and risks have been identified; a comprehensive level of detail is presented to demonstrate the Bidder's approach and methodology to meet the requirements. Bidder proposes innovative solutions in their methodology.</p>	<p>30 points</p> <p>40 points</p>	
<p>P2 WORK ALLOCATION (MAX 20 POINTS)</p> <p>MINIMUM REQUIRED: 10 POINTS</p>	<p>Does the proposed workplan allocate resources (level of efforts and expertise) in a way that demonstrates that the objectives can be met? Do the experience, expertise and skills of the proposed resources align with the tasks assigned? Is the allocation of resources between senior and junior appropriate? Can the proposed team successfully deliver what they are required to deliver, on time and within budget?</p> <p>The proposed work allocation in the workplan demonstrates a low likelihood that project will be delivered on time or on budget. There are significant gaps in the work plan; team expertise is not properly allocated or significant elements are missing, or obvious gaps are evident.</p> <p>The proposed work allocation in the workplan demonstrates a reasonable likelihood that the project will be delivered on time or on budget. Team expertise is reasonably allocated; however, there are cases where resource allocation does not align with tasks, or where level of effort is not appropriately allocated to tasks.</p>	<p>Max: 20</p> <p>0 points</p> <p>10 points</p>	



	<p>The proposed work allocation in the workplan demonstrates a high likelihood that the project will be delivered on time or on budget. Team expertise is allocated in a way that aligns clearly with the tasks; there are minor cases where details may be missing with respect to team allocation, level of effort or tasks; on the overall, however, there is a high level of confidence that objectives will be met in the timeframe and budget allotted.</p>	15 points	
	<p>The proposed work allocation in the workplan demonstrates a very high likelihood that project will be delivered on time and on budget. Team expertise is allocated in a way that very clearly and logically aligns with tasks; the level of effort for each task is entirely appropriate. The level of detail provided is comprehensive, the work plan is robust and complete, and consequently there is an extremely high level of confidence that the work plan will be executed on time and within budget.</p>	20 points	
<p>P3 PROJECT TEAM EXPERIENCE</p> <p>(MAX 20 POINTS)</p> <p>MINIMUM REQUIRED: 10 POINTS</p>	<p>The proposed team should demonstrate relevant project experience in M1, M2 and M7. Points will be allocated as follows (combined experience of the team):</p> <p>Less than 10 relevant projects</p> <p>10 - 14 relevant projects</p> <p>15 - 20 relevant projects</p> <p>More than 20 relevant projects</p>	<p>Max: 20</p> <p>5 points</p> <p>10 points</p> <p>15 points</p> <p>20 points</p>	
<p>P4 PROJECT MANAGER EXPERIENCE</p> <p>(MAX 15 POINTS)</p> <p>MINIMUM REQUIRED: 5 POINTS</p>	<p>The proposed Project Manager should demonstrate relevant project experience and skill set to manage projects of this nature.</p> <p>Less than 3 relevant projects</p> <p>3 - 6 relevant projects</p> <p>7 – 9 relevant projects</p>	<p>Max: 15</p> <p>0 points</p> <p>5 points</p> <p>10 points</p>	



	10 or more relevant projects	15 points	
P5 SECURITY (MAX 20 POINTS) NO MINIMUM POINTS REQUIRED	The Bidder provided evidence that the company is capable of meeting the security certifications detailed in the SOW by providing a copy of certificate(s) or evidence of certification under one or more of the following: <ul style="list-style-type: none"> - ISO 27001/ISO 27017; - CSA STAR Level 2 Attestation or Level 2 Certification; - AICPA SOC 2, Type II; and/or - Certification against another applicable security or maturity standard such as, but not limited to: FedRAMP, NIST, ITSG-33, PCI-DSS. 	Max: 20 10 points for the first 5 points for each additional	
Total Possible Points		115	
Minimum Points Required		69	



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

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

Signature: _____

Date: _____



PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirements

Unless provided an exemption *in writing* by Environment and Climate Change Canada (ECCC), the Contractor/Offeror MUST adhere to the following clauses:

1. The Contractor/Offeror MUST, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)** ^(CSM 3.2.1) issued by the Contract Security Program (CSP), Public Services and Procurement Canada (PSPC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED A** information, assets or sensitive site(s) MUST EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS** ^(CSM 4.2), granted or approved by the CSP, PSPC.
3. The Contractor/Offeror MUST have been granted a Document Safeguarding Capability (DSC) ^(CSM 3.2.2.b) at the level of **PROTECTED A** by the CSP, PSPC before they can possess or store protected information or assets at their facilities.
4. The Contractor/Offeror MUST NOT utilize Information Technology systems to electronically process, produce or store **PROTECTED** information until they have either: completed PSPC's CSP's [Information Technology Security Inspection](#) ^(CSM Annex D) and [received written approval from PSPC's CSP](#) ^(CSM 7.1) OR written approval has been issued by ECCC. After approval has been granted, these tasks may be performed at the level of **PROTECTED A**.
5. The Contractor/Offeror MUST ensure that the Information Technology systems used to electronically process, produce or store **PROTECTED** information on behalf of Environment and Climate Change Canada are:
 - a. Physically located in Canada
 - b. Physically and remotely accessible only by Contractor/Offeror/Subcontractor personnel with the required personnel security screening, training, and for purposes related to the execution of this contract.
6. The Contractor/Offeror MUST report to ECCC any security incidents and changes in circumstances and behaviors that may impact the ability of the Contractor/Offeror to maintain the confidentiality of ECCC provided protected information.
7. Subcontracts which contain security requirements MUST NOT be awarded without the prior written permission of CSP/PSPC or ECCC.
8. The Contractor/Offeror MUST comply with the provisions of the:
 - a. Security Requirements Check List
 - b. Contract Security Manual (CSM, Latest Edition), located at www.tpsgc-pspc.gc.ca/esc-src/msc-csm/index-eng.html.
 - c. CSP website: Security requirements for contracting with the Government of Canada, located at www.tpsgc-pspc.gc.ca/esc-src

2. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



PART 7 - RESULTING CONTRACT

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

Title: *(to be inserted at contract award)*

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____.

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 (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: "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."

At Section 19 Copyright

Delete: In its entirety

Insert: **Canada to own Intellectual Property rights in Copyright**

1. In this section:



"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

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

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 Information*

2.3 Specific Person(s)

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

2.4 Non-Disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non-disclosure agreement, attached at Annex "F", 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 The following security requirements (SRCL and related clauses) apply and form part of the Contract.



Unless provided an exemption *in writing* by ECCC, the Contractor/Offeror MUST adhere to the following clauses:

1. The Contractor/Offeror MUST, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)** ^(CSM 3.2.1) issued by the Contract Security Program (CSP), Public Services and Procurement Canada (PSPC).
2. The Contractor/Offeror personnel requiring access to **PROTECTED A** information, assets or sensitive site(s) MUST EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS** ^(CSM 4.2), granted or approved by the CSP, PSPC.
3. The Contractor/Offeror MUST have been granted a Document Safeguarding Capability (DSC) ^(CSM 3.2.2.b) at the level of **PROTECTED A** by the CSP, PSPC before they can possess or store protected information or assets at their facilities.
4. The Contractor/Offeror MUST NOT utilize Information Technology systems to electronically process, produce or store **PROTECTED** information until they have either: completed PSPC's CSP's [Information Technology Security Inspection](#) ^(CSM Annex D) and [received written approval from PSPC's CSP](#) ^(CSM 7.1) OR written approval has been issued by ECCC. After approval has been granted, these tasks may be performed at the level of **PROTECTED A**.
5. The Contractor/Offeror MUST ensure that the Information Technology systems used to electronically process, produce or store **PROTECTED** information on behalf of Environment and Climate Change Canada are:
 - a. Physically located in Canada
 - b. Physically and remotely accessible only by Contractor/Offeror/Subcontractor personnel with the required personnel security screening, training, and for purposes related to the execution of this contract.
6. The Contractor/Offeror MUST report to ECCC any security incidents and changes in circumstances and behaviors that may impact the ability of the Contractor/Offeror to maintain the confidentiality of ECCC provided protected information.
7. Subcontracts which contain security requirements MUST NOT be awarded without the prior written permission of CSP/PSPC or ECCC.
8. The Contractor/Offeror MUST comply with the provisions of the:
 - a. Security Requirements Check List
 - b. Contract Security Manual (CSM, Latest Edition), located at www.tpsgc-PSPC.gc.ca/esc-src/msc-csm/index-eng.html.
 - c. CSP website: Security requirements for contracting with the Government of Canada, located at www.tpsgc-PSPC.gc.ca/esc-src

3.2 Contractor's Sites or Premises Requiring Safeguarding Measures

- 3.2.1 Where safeguarding measures are required in the performance of the Work, the Contractor must diligently maintain up-to-date, the information related to the Contractor's and proposed individuals' sites or premises for the following addresses:

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

- 3.2.2 The Company Security Officer must ensure through the "<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>" **Contract Security Program** that the Contractor and individuals hold a valid security clearance at the required level of document safeguarding capability.



4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to 31 March 2023, inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Garvin Suepaul
Title: Senior Manager, Strategic Procurement
Environment and Climate Change Canada
Procurement and Contracting Division
Address: 200 boul. Sacré-Coeur, Gatineau, QC, K1A 0H3

Telephone: 613-295-4823
E-mail address: Garvin.Suepaul@ec.gc.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

The Technical Authority for the Contract is: *(to be inserted at contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: ____-____-_____
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

(to be inserted at contract award)

Name: _____
Title: _____
(Legal & Operating Company Name): _____



Address: _____

Telephone: ____-____-_____

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

Professional Fees

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*to be inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

Estimated Cost for Travel and Living Expenses: \$ _____ (applicable taxes included)

Other Direct Expenses

The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

Estimated Cost: \$ _____

Total Estimated Contract Price: _____ (insert the sum of the firm price and the limitation of expenditure), Applicable Taxes extra.

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*to be inserted at contract award*). Customs duties are included and the Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been



approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (i) when it is 75 percent committed, or
- (ii) four (4) months before the contract expiry date, or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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

7.3 PWGSC SACC Manual Clauses

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

D5328C (2014-06-26) Inspection and Acceptance

8. Invoicing Instructions

8.1 Milestone Payments

8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in 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 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 _____. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

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) 4007 Supplemental General Conditions *Canada to own Intellectual Property Rights in Foreground Information* (2010-08-16);
- (c) 2010B General Conditions - Professional Services (Medium Complexity) (2020-05-28) as modified;
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Security Requirements Check List;
- (g) Annex "D", Federal Contractors Program for Employment Equity - Certification;
- (h) Annex "E", Insurance Requirements;
- (i) Annex "F", the signed Non-Disclosure Certification;
- (j) 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).*)

12. Insurance

The Contractor must comply with the insurance requirements specified in Annex "E". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with



an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13. Dispute Resolution

The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.

The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>" Dispute Resolution".



ANNEX “A” STATEMENT OF WORK

1. TITLE

Landfill Leachate Sampling of Contaminants of Concern to Whales in Canada

2. BACKGROUND

Whales are vital to healthy marine ecosystems, and an important part of eco-tourism in Canada’s Pacific and Atlantic coastal regions, and in the St. Lawrence Estuary. A complex mix of threats—such as the availability of prey, increased noise levels from passing ships and pollution in the water—are endangering many whale populations, notably the Southern Resident Killer Whale, the North Atlantic Right Whale and the St. Lawrence Estuary Beluga. The degradation of water quality due to environmental contaminants poses a particularly serious threat to whales, their prey and their habitat.

In order to assess the potential negative impacts of contaminants, Environment and Climate Change Canada (ECCC) is interested in evaluating the contribution and potential impacts of land-based sources of pollution to water pollution, including from landfills. Certain substances of concern, including CEPA toxic and CMP substances have been detected or are expected to be found in landfill leachate. Contaminants may be leaching from consumer products or manufactured items disposed in landfills at end of life. This study aims to verify if any of the contaminants identified (in Table 2) are being released from landfills (via leachate) in concentrations and loadings that would be of concern in the receiving environment and to endangered whales species.

3. OBJECTIVES

The objective of the Work is to confirm whether specific contaminants are being released from landfills in concentrations and loadings that would pose a risk to Southern Resident Killer Whales (SRKW), St. Lawrence Estuary Beluga and North Atlantic Right Whales.

4. SCOPE OF WORK

The Contractor is required to:

- 4.1 Undertake landfill leachate sampling at 10 landfill sites located in or near the habitats of Southern Resident Killer Whales¹ (BC), St. Lawrence Estuary Beluga² (QC) and North Atlantic Right Whales³ (NS, QC).
- 4.2 Determine the presence and concentrations of specific contaminants in raw MSW landfill leachate and, where on-site treatment exists, in treated leachate.
- 4.3 Analyze and present sampling results, for each specific landfill site, in an annual summary report.
- 4.4 Compile, analyze and present results of all previous landfill leachate sampling with results from this proposed study (5-year total period) into a comprehensive final summary report. ECCC to provide previous landfill leachate sampling data obtained from 2019 to 2021.

¹ <https://species-registry.canada.ca/index-en.html#/species/699-5>

² <https://www.dfo-mpo.gc.ca/species-especes/profiles-profil/belugaStLa-eng.html>

³ <https://species-registry.canada.ca/index-en.html#/species/780-298>

5. TASKS

The Contractor must perform and complete the following tasks:



Task 1: Conduct a total of three (3) rounds of landfill leachate sampling at ten (10) municipal solid waste landfill sites located in or near the habitats of Southern Resident Killer Whales, St. Lawrence Estuary Beluga and North Atlantic Right Whales over a period of 2 years. Landfills to be sampled have been identified by ECCC and will be provided upon contract award; however the contractor will be responsible for contacting and securing access to those pre-selected sites. The landfill sites are located: on Vancouver Island, in southwestern British Columbia within 200km of the City of Vancouver, in the St. Lawrence estuary area of Quebec within an area 625 km east / northeast of Quebec City, and in the Bay of Fundy area within 200km north of Halifax, Nova Scotia. All sites have landfill leachate collection systems in place. Pre-treatment and post-treatment sampling will be required at three sites.

- a. Sampling is to be conducted during fall/winter and spring seasons, to illustrate differences between wet and dry seasons and better represent releases throughout the year, as detailed in Table 1 below.
- b. For the 3 sites requiring pre-treatment and post-treatment sampling, samples are to be taken before and after leachate treatment and analyzed for each contaminant of concern.
- c. A minimum of 2 consecutive leachate samples (over 2 days) is required during each sampling event. However, where feasible, an optimal number of samples such as 3 consecutive samples over 3 days should be taken for better statistical analysis.
- d. Additional samples could be required by ECCC, during one or two sampling events, to be sent to ECCC laboratories for archiving purposes. Specific instructions, including the material to use and shipping information will be provided upon contract award.
- e. The proposed sampling methods, as well as handling and shipping procedures must be clearly identified and included in tabular form in the reports.

Table 1. Sampling Events

Fiscal year	# of sampling events
2021-2022	1 (fall/winter)
2022-2023	2 (spring, fall)

Task 2: Test all leachate samples in order to determine the presence and concentrations of the substances listed in Table 2 and Appendix I to Annex A, using the specified Detection Limit (DL), where available, or lowest possible DL.

- a. Analytical methods and holding times should be clearly identified in the Contractor’s bid, including the references to recognized methods to be used where they exist.
- b. A detailed proposed cost breakdown for analytical laboratory testing in tabular form must be included in the Contractor’s bid (cost per parameter, total cost, lab(s) name and DLs) separately from all other costs.
 - i. This table should include rationale for the chosen lab(s) if analytical costs are higher compared to other labs.
 - ii. When a DL is presented for each parameter within the table, the chosen lab must have sufficient confidence in being able to report results using the required DL.



- c. A description of the Quality Assurance/Quality Control (QA/QC) procedures that will be applied to the laboratory data must be provided in the Contractor's bid. All laboratory data is to be reviewed and validated.

Table 2. Substances to be Sampled in Landfill Leachate

Substances* **	Suggested Detection Limit (DL)***
Pollutants of Concern to SRKW⁴	
Dichlorodiphenyltrichloroethane (DDT)	
Polychlorinated Biphenyls (PCBs)	
Dioxins and furans	
Polybrominated Biphenyls (PBBs)	
PBDEs (Total and congeners)	0.015 ng/L (variable)
Perflurinated Compounds (PFCs)	1- 25 ng/L
Tributyltin (TBT) and Dibutyltin (DBT)	
Polychlorinated paraffins (chlorinated alkanes)	
Polychlorinated naphthalenes (PCNs)	
Alkyl-phenol ethoxylates -Nonylphenols (NPs) and Octyphenol (OP)	
Polychlorinated terphenyls (PCTs)	
Total and Dissolved Metals	0.01 mg/L (variable)
Mercury	0.00004 mg/L
Emerging Contaminants	
Phthalates: 1,2-Benzenedicarboxylic acid, bis(2-ethylhexyl) ester (DEHP)	
Decabromodiphenyl ethane (DBDPE) and Dechlorane Plus (DP)	
Other Substances of Concern	
Bisphenol A (BPA)	175 ng/L
1,2-bis(2,4,6 tribromophenoxy)ethane (BTBPE)	0.0018 ng/L
Cyanide	0.002-0.04 mg/L
Pharmaceuticals and Personal Care Products (PPCPs)	
General Chemistry	
General Chemistry (BOD(1), COD, NH ₃ , pH)	
General Chemistry (Alkalinity, TSS, TKN, Total Phosphorus, TOC, nitrate/nitrite)	

⁴ Identified in *Recovery strategy for the northern and southern resident killer whales (Orcinus orca) in Canada (August 2011)* – see section 2.2.1

*See Appendix I to Annex A for a complete list of substances and CAS numbers

**All metabolites and possible speciated analyses should be provided for complex mixtures if feasible. All results obtained from laboratories analysis should be made available, i.e.: tabulated in a readable and usable format such as an Excel spreadsheet.

***DLs should be the lowest as possible.

Task 3: To analyze the data from all sampling event(s) at each specific landfill site and present the results, including graphical representation of data, in an annual summary report. The annual summary report should include:

- a. Measured concentrations for all parameters, using statistical analysis reported in tables including:
 - i. Number of samples taken



- ii. Detection Limit (DL), number of samples detected above and below the DL, percentage of positive detections
- iii. Maximum
- iv. Minimum
- v. Average
- vi. Median
- vii. 90th percentile values
- viii. Average removal rate (based on samples in this study)
- ix. Estimated loadings, per contaminant, from each landfill to the receiving environment
 - b. For each parameter, one table presenting the current year sampling results, and a second table compiling all sampling results (including from all previous years) completed at each landfill.
 - c. For each parameter, one graph representing current year sampling results and a second graph combining all previous and current year's data, for both pre-treatment and post-treatment results.
 - i. Graphs are not required when all results produce non-detected (ND) values for a specific analyte.
 - ii. Two additional graphs (current and combined years) are required to identify the distribution of individual congeners for large families of substances such as PBDEs, PCTs or others.
 - d. General descriptions of each landfill including:
 - i. Leachate collection and treatment systems
 - ii. Accepted wastes
 - iii. Types of daily cover material used
 - iv. Total landfill capacity (million tonnes)
 - v. Waste in place (million tonnes)
 - vi. Average annual fill rates (thousand tonnes per year)
 - vii. Average annual leachate flow rates (m³/day)
 - viii. Average annual precipitation (mm)
 - ix. Population served (if available)
 - e. Description of the receiving water bodies, if leachate is discharged directly to the environment by natural attenuation or after on-site treatment, including:
 - i. A description of the watershed in relation to the receiving water body, including ocean.
 - ii. Visual representation of the location of the landfill and watershed using a map.

Task 4: Compile, analyze and present all landfill leachate data obtained from previous sampling events conducted between 2019 and 2021 (ECCC will provide this), with the data collected from sampling events to be conducted as per Table 1. Sampling Events under Task 1 of Annex A, Section 5. The final summary report should include:

- a. All Information obtained from previous tasks (above) and previous years (as provided by ECCC) is required.
- b. Summary tables of relevant information, including:
 - i. Landfill sites sampled and substances analyzed for each sampling event.
 - ii. Laboratory methodology and analysis parameters.



- c. Each parameter or substance grouping information and results should be presented in separate sections, including:
- i. Short description of background information on the substance (e.g. current use of the substance).
 - ii. Results analysis:
 - i. Leachate analytical results and statistical analysis.
 - ii. Removal rates
 1. Where applicable, when substances are found in higher concentrations in post-treatment samples, include the scientific basis to explain why there are increased concentrations.
 - iii. Estimate loadings and potential releases to the receiving environment, including all associated observations. Significant differences in loadings should be noted.
 - iv. Identify potential correlations and observations in the results obtained throughout the sampling years related to, but not limited to:
 1. Impacts of landfill design and treatment systems technologies.
 2. Types of waste accepted and cover material used.
 3. Methods of landfilling- traditional landfilling vs. balefilling.
 4. Average precipitation, temperature.
 - iii. For the PPCPs, statistical tables and graphs are required for the substances that were always detected and the ones that were occasionally detected. A list of the substances that were not detected in any of the samples should be provided in a table format with detection limits.
- d. Discussion section, should include, but not be limited to:
- i. Determining the significance of the findings, for all substances detected, per whales' species/habitats, including analysis of potential for releases and evaluation of risks to each whales species.
 - ii. Analysis should be provided on seasonal differences found in the results. Therefore, contaminant concentrations showing great variability should be noted in writing and represented in a graph.
 - iii. Key considerations and observations pertaining to data comparison and analysis of current results, including identification and discussion of data gaps and recommendations on a path forward for future sampling programs.

Task 5: Quality Assurance/Quality Control (QA/QC) procedures must be applied to the Work as required by ISO 9001:2015. This must include field, data and laboratory QA/QC procedures. Field QA/QC procedures should include all appropriate Standard Operating Procedures (SOPs) for leachate sample collection to ensure consistent data collection as well as ensuring field equipment is calibrated and maintained in accordance with the Quality Management System. All samples must be shipped to the appropriate laboratory under Chain-of-Custody forms. Data validation must include reviewing information from the Chain-of-Custody forms, laboratory data and laboratory quality controls including data from blanks and recovery data for matrix and surrogate spikes. Analytical methods utilized by laboratories must be obtained from accreditation organizations in addition to copies of analytical method SOPs (describing the steps of the analytical methods, the quality control elements and criteria for assessing that the method is in control). Analytical methods are required to be 'fit for purpose' and it is recommended to use labeled surrogates and isotope dilution techniques for all parameters where that is possible. A lab blank and duplicate must be run by the laboratory every 10 samples or every batch, if the batch is greater than 10 samples. A rationale must be provided, if for any reason, the required QA/QC requirements stated above are not met.



The Contractor will be responsible for providing all materials and equipment required to conduct this study. Sample collection by a third party is acceptable, subject to a written agreement developed between the Contractor and the third party and upon review and approval by the Technical Authority in writing.

6. DELIVERABLES

The Contractor must submit the following deliverables:

1. Year 1 – Fiscal year 2021-2022:
 - a. Communication with landfills and signed sampling agreements no later than October 31, 2021.
 - b. All sampling required for event #1 to be completed no later than January 14, 2022.
 - c. Annual summary report, which will include the results from the single sampling event of Year 1, no later than March 31, 2022.
2. Year 2 – Fiscal year 2022-2023:
 - a. All sampling required for event #2 to be completed no later than June 20, 2022.
 - b. All sampling required for event #3 to be completed no later than November 25, 2022.
 - c. Final summary report, summarizing the results of the current and previous years of sampling, including the sampling events conducted between 2019 and 2021 and interpreting the results, no later than March 17, 2023.

Exact dates subject to change depending on contract award date.

Annual summary report must include, as a minimum and as outlined in Task 3 of Annex A, Section 5, an introduction, landfill site description, a technical discussion including the methods and the results, supporting graphs, tables, and figures.

The Contractor must provide the annual and final summary reports to the Technical Authority in electronic format files in Microsoft® Word and Microsoft® Excel, as well as in Portable Digital Format (PDF). The Contractor must also provide the final summary report in 3 hard bound printed copies, with separate labeled tabs for each parameter or substance grouping.

The data must be organized in such a way that it is simple for ECCC to manage and use subsequently. The Contractor must also provide a version free of a Confidential Business Information (CBI) of the annual and final summary reports.

7. METHOD OF ACCEPTANCE

All tasks and deliverables are subject to inspection by the Technical Authority. Should any deliverable not be to the satisfaction of the Technical Authority as submitted, the Technical Authority will have the right to reject or require correction by the Contractor at no extra cost to ECCC before payment is authorized.

8. LANGUAGE OF WORK

The department is under the obligation to respect the spirit and the letter of the *Official Languages Act* R.S.1985,C.31 (4th Suppl.). It is therefore imperative that the Contractor when representing the Crown ensures that verbal communications are in the preferred official language of the participants. Written communications will be in the language(s) of the participants and must be submitted to the Technical Authority before they are issued. If participants are required to communicate by telephone with the Contractor or his/her representatives, the Contractor must ensure that all persons, including receptionists and other contacts who will be receiving these calls, are bilingual.

The Work may be conducted in an official language, English and/or French, of the Contractor's choice. However, all final reports must be submitted in English.



9. WORKER'S COMPENSATION AND HEALTH & SAFETY

The Contractor must be registered with and certified by the applicable provincial Worker's Compensation Board. The Contractor must comply with all safety measures relating to risk of fire or accident and other measures recommended pursuant to national and provincial codes and prescribed by authorities with jurisdiction over work materials, methods and practices.

10. LOCATION OF WORK

Sampling will be required in different provinces, as identified in Section 5 of Annex A (British Columbia (4 sites), Quebec (4 sites) and Nova Scotia (2 sites). Sample collection by a third party is acceptable, subject to a written agreement developed between the Contractor and the third party and upon review and approval by the Technical Authority in writing.

Unless otherwise indicated, all work is to be conducted at the Contractor's premises. All meetings and presentations will be done via teleconference/videoconference.

11. SECURITY CERTIFICATION

The Contractor should be certified under one or more of the following:

- ISO 27001/ISO 27017;
- CSA STAR Level 2 Attestation or Level 2 Certification;
- AICPA SOC 2, Type II; and/or
- Certification against another applicable security or maturity standard such as, but not limited to: FedRAMP, NIST, ITSG-33, PCI-DSS.

12. TRAVEL

Travel is required to perform the sampling work in the Canadian provinces noted in Sections 5 and 10 of Annex A.

The Contractor will be reimbursed, as part of milestones payments, for authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost; without any allowance for profit and/or administrative overhead, in accordance with the meal and private vehicle expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". NJC Website: <http://www.njc-cnm.gc.ca/directive/index.php?sid=97&lang=eng>

All travel must have the prior authorization of the Technical Authority.

13. SUSTAINABLE PROCUREMENT CONSIDERATIONS

The Contractor should make an effort to ensure that their operations and performance of the Work align with the Treasury Board [Policy on Green Procurement](#) and [Greening Government Strategy](#).

The following green procurement standards form part of the Work:

- Provide all correspondence and deliverables including (but not limited to) documents, reports and invoices in electronic format.
- If correspondence and deliverables are not provided in electronic format, all documents must be printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content to the full extent to which it is procurable.
- Single-use plastics must not be used in the deliverables, and, to the extent possible, in the performance of the Work.
- Deliverables must minimize packaging. When required, packaging must be recyclable and/or biodegradable.



14. ACCESSIBILITY CONSIDERATIONS

The Government of Canada strives to ensure that the goods and services it procures are inclusive by design and accessible by default, in accordance with the [Accessible Canada Act](#), its associated regulations and standards, and [Treasury Board Contracting Policy](#).

The following accessibility standards form part of the Work:

- All written reports and submissions, as per Section 6 of Annex A, must be created in the requested format that is accessible as per the Accessibility, Accommodation and Adaptive Computer Technology Program (AACT) [Digital Accessibility Toolkit](#).

15. GLOSSARY

Relevant Terms and Acronyms

CEPA – Canadian Environmental Protection Act

CMP – Chemicals Management Plan

DL – Detection Limit

ECCC – Environment and Climate Change Canada

MSW – Municipal Solid Waste

QA/QC – Quality Assurance/Quality Control



**APPENDIX 1 TO ANNEX A
LIST OF SUBSTANCES AND CAS NUMBERS**

Name	CAS Number
Pollutants of Concern to SKRW	
<i>Dichlorodiphenyltrichloroethane (DDT)</i>	<ul style="list-style-type: none">• 789-02-6• 50-29-3
<i>Polychlorinated Biphenyls (PCBs), including dioxins and furans.</i>	A range of different CAS numbers apply to different compounds, as defined in item 1 of the List of Toxic Substances in Schedule 1 of the Canadian Environmental Protection Act (CEPA), 1999: http://laws-lois.justice.gc.ca/eng/acts/C-15.31/page-52.html#h-115
<i>Dioxins and Furans</i>	A range of different CAS numbers apply to different compounds.
<i>Polybrominated Biphenyls (PBBs)</i> <ul style="list-style-type: none">• HexaBB• OctaBB• DecaBB	<ul style="list-style-type: none">• 36355-01-8• 27858-07-7• 13654-09-6
<i>Polybrominated diphenyl ethers (PBDEs):</i> <ul style="list-style-type: none">• TetraBDE,• PentaBDE,• HexaBDE,• HeptaBDE• OctaBDE,• NonaBDE,• DecaDBE, and• Total PBDEs	<ul style="list-style-type: none">• 40088-47-9 (Tetra-),• 32534-81-9 (Penta-),• 36483-60-0 (Hexa-),• 68928-80-3 (Hepta),• 32536-52-0 (Octa-),• 63936-56-1 (Nona-) and• 1163-19-5 (DecaBDE)



<i>Perfluorinated Compounds (PFCs)</i>	
<ul style="list-style-type: none">• <i>Perfluorobutanoic acid (PFBA)</i>• <i>Perfluoropentanoic acid (PFPEA)</i>• <i>Perfluorohexanoic acid (PFHXA)</i>• <i>Perfluoroheptanoic acid (PFHPA)</i>• <i>Perfluorooctanoic acid (PFOA)</i>• <i>Perfluorononanoic acid (PFNA)</i>• <i>Perfluorodecanoic acid (PFDA)</i>• <i>Perfluoroundecanoic acid (PFUNA)</i>• <i>Perfluorododecanoic acid (PFDOA)</i>• <i>Perfluorobutanesulfonic acid (PFBS)</i>• <i>Perfluorohexanesulfonic acid (PFHxS)</i>• <i>Perfluorooctane sulfonate (PFOS)</i><ul style="list-style-type: none">- <i>Parent Acid</i>- <i>Potassium Salt</i>- <i>Ammonium Salt</i>- <i>Diethanolamine [DEA] Salt</i>- <i>Lithium salt</i>• <i>Perfluorooctane sulfonamide (PFOSA)</i>	<ul style="list-style-type: none">• 375-22-4• 2706-90-3• 307-24-4• 375-85-9• 335-67-1• 375-95-1• 335-76-2• 2058-94-8• 307-55-1• 375-73-5• 355-46-4 • 1763-23-1• 2795-39-3• 29081-56-9• 70225-14-8• 29457-72-5• 754-91-6



<p><i>Nonylphenols (NPs) and Octylphenol (OP)</i></p> <ul style="list-style-type: none"> • Nonylphenols (NP) • 4-Nonylphenol monoethoxylate (NP1EO) • 4-Nonylphenol diethoxylate (NP2EO) • Octylphenols 	<p>A range of different CAS numbers apply to different compounds.</p> <p>Nonylphenols: https://www.canada.ca/en/environment-climate-change/services/national-pollutant-release-inventory/report/sector-specific-tools-calculate-emissions/list-nonylphenol-ethoxylates.html</p> <p>Octylphenol: https://www.canada.ca/en/environment-climate-change/services/national-pollutant-release-inventory/report/sector-specific-tools-calculate-emissions/list-octylphenol-ethoxylates.html</p>
<p><i>Polychlorinated terphenyls (PCTs)</i></p>	<ul style="list-style-type: none"> • 61788-33-8
<p><i>Total and Dissolved Metals</i></p> <ul style="list-style-type: none"> • Target metals: Cobalt, Boron, Selenium, Copper, Zinc, Thallium, Aluminum, Silver, Manganese, Cadmium and Lead 	<ul style="list-style-type: none"> • 7440-48-4 (Cobalt) • 7646-79-9 (Cobalt Chloride) • 10124-43-3 (Cobalt sulfate) • 10393-49-4 (Cobalt sulfate) • 7440-42-8 (Boron) • 7782-49-2 (Selenium) • 7440-50-8 (Copper) • 7440-66-6 (Zinc) • 7440-28-0 (Thallium) • 7429-90-5 (Aluminum) • 7440-22-4 (Silver) • 7439-96-5 (Manganese) • 7440-43-9 (Cadmium) • 7439-92-1 (Lead)
<p><i>Tributyltin (TBT) and Dibutyltin (DBT)</i></p>	<p>A range of different CAS numbers apply to different compounds: https://www.canada.ca/en/environment-climate-change/services/canadian-environmental-protection-act-registry/publications/follow-up-ecological-risk-assessment-organotin/annex-1.html</p>
<p><i>Polychlorinated paraffins (chlorinated alkanes)</i></p> <ul style="list-style-type: none"> • Short-chain chlorinated alkanes (C10-13) • Medium-chain chlorinated alkanes (C14-17) • Long-chain chlorinated alkanes (C18 or more carbon atoms) 	<p>Report of the total short, medium and long chain chlorinated alkanes with indication of the approximate level of chlorination for each grouping based upon typical patterns of commercial products.</p>
<p><i>Polychlorinated naphthalenes (PCNs)</i></p>	<ul style="list-style-type: none"> • 70776-03-3
<p><i>Mercury</i></p>	<ul style="list-style-type: none"> • 7439-97-6
<p>Emerging Contaminants</p>	
<p>Phthalates:</p> <ul style="list-style-type: none"> • 1,2-Benzenedicarboxylic acid, bis(2- ethylhexyl) ester (DEHP) 	<ul style="list-style-type: none"> • 117-81-7



Decabromodiphenyl ethane (DBDPE)	<ul style="list-style-type: none"> 84852-53-9 (DBDPE)
Dechlorane Plus (DP)	<ul style="list-style-type: none"> 13560-89-9 (DP)
Other Substances of Concern	
Bisphenol A (BPA)	<ul style="list-style-type: none"> 80-05-7
1,2-bis(2,4,6 tribromophenoxy)ethane (BTBPE)	<ul style="list-style-type: none"> 37853-59-1
Cyanide and Cyanide Salts	A range of different CAS numbers apply to different compounds: https://www.canada.ca/en/health-canada/services/chemical-substances/chemicals-management-plan-3-substances/cyanides.html
General Chemistry	
General Chemistry (BOD(1), COD, NH3, pH)	
General Chemistry (Alkalinity, TSS, TKN, Total Phosphorus, TOC, nitrate/nitrite)	

Pharmaceuticals and Personal Care Products (PPCPs)

Analyte	
List 4 - Acid Extraction in Negative Ionization	
Albuterol	Cotinine
Amphetamine	Enalapril
Atenolol	Hydrocodone
Atorvastatin	Metformin
Cimetidine	Oxycodone
Clonidine	Ranitidine
Codeine	Triamterene
List 5 - Acid Extraction in Positive Ionization	
Alprazolam	Metoprolol
Amitriptyline	Norfluoxetine
Amlodipine	Norverapamil
Benzoyllecgonine	Paroxetine
Benzotropine	Prednisolone
Betamethasone	Prednisone
Cocaine	Promethazine
DEET	Propoxyphene
Desmethyldiltiazem	Propranolol
Diazepam	Sertraline
Fluocinonide	Simvastatin
Fluticasone propionate	Theophylline
Hydrocortisone	Trenbolone
10-hydroxy-am itriptyline	Trenbolone acetate
Meprobamate	Valsartan
Methylprednisolone	Verapamil



**ANNEX “B”
BASIS OF PAYMENT**

For the Work described in Annex A Statement of Work to which this Basis of Payment applies:

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid in accordance with the table below.

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.

The Contractor will be responsible for providing all materials and equipment required to conduct this study. Costs related to the provision of materials and equipment will not be reimbursed, and are to be included in the Bidder’s firm, all-inclusive prices.

The Work is to be performed in the areas of Canada specified Section 10 of Annex A. Travel is required.

The firm price indicated below is **all-inclusive**, including but not limited to: professional fees, materials and equipment, travel, as well as any administrative expenses such as overhead, insurance or training, required to complete the work. All taxes extra.

Invoices must itemize expenses. Refer to Contract Sections 7.0 and 8.0.

Deliverable	Delivery Date	% of Yearly Contract Value	Firm Price (\$CDN)
Year 1: Fiscal year 2021-2022			
Communication with landfills and sampling agreements	October 31, 2021	30%	
Sampling event #1	January 14, 2022	30%	
Annual summary report	March 31, 2022	40%	
Total Year 1* (taxes extra)			
Year 2: Fiscal year 2022-2023			
Sampling event #2	June 20, 2022	30%	
Sampling event #3	November 25, 2022	30%	
Final summary report	March 17, 2023	40%	
Total Year 2** (taxes extra)			
TOTAL ESTIMATED VALUE (Total Year 1 + Total Year 2)*** (taxes extra)			
(For Evaluation Purposes)			

* Not to exceed \$300,000.00

** Not to exceed \$610,000.00

*** Not to exceed \$910,000.00

Exact dates subject to change depending on contract award date.



An estimated breakdown of prices is as follows:

Deliverable	Professional Fees (\$)	Laboratory Fees (\$)	Equipment & Materials (\$)	Travel (\$)	Other Expenses (\$) (please identify)	TOTAL
Communication with landfills and sampling agreements						
Sampling Event #1						
Annual Summary Report						
Sampling Event #2						
Sampling Event #3						
Final Summary Report						
TOTAL						



ANNEX "C"
SECURITY REQUIREMENTS CHECK LIST



Government of Canada
Gouvernement du Canada

Contract Number / Numéro du contrat 5000055394
Security Classification / Classification de sécurité UNCLASSIFIED

SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Environment & Climate Change Canada	2. Branch or Directorate / Direction générale ou Direction EPB / PWMD / WRMD	
3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant	
4. Brief Description of Work / Brève description du travail To confirm whether specific contaminants are being released from landfills in concentrations and loadings that would pose a risk to Southern Resident Killer Whales, St. Lawrence Estuary Beluga and North Atlantic Right Whales. Tasks include undertaking landfill leachate sampling, testing samples, analyzing data and completing a summary report.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input checked="" type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat 5000055394
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : _____
9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel : _____
Document Number / Numéro du document : _____

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis
- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |
- Special comments:
Commentaires spéciaux : _____
- NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat
5000055394
Security Classification / Classification de sécurité
UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Media / Support TI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IT Link / Lien électronique	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX "D"
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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 "E" INSURANCE REQUIREMENTS

E.1 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
 - p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of



Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

E2. Errors and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:
Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.



ANNEX "F"
NON-DISCLOSURE CERTIFICATION

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

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

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

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

Signature

Date