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	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000060464</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2021-12-03</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 2:00 P.M. on – le 2022-01-04</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time</p>	
	<p>F.O.B – F.A.B See herein</p>		
	<p>Address Enquiries to - Adresser toutes questions à Samantha Hatzinikou samantha.hatzinikou@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2022-03-31</p>		
	<p>Destination of Services / Destination des services Ontario</p>		
	<p>Security / Sécurité There is no security requirement associated with this requirement</p>		
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>			
<p>Telephone No. – N° de téléphone</p>		<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>			
<p>Signature</p>		<p>Date</p>	



Table of Contents

PART 1 – GENERAL INFORMATION..... 4

 1.1 Security Requirement.....4

 1.2 Statement of Work.....4

 1.3 Debriefings4

PART 2 - BIDDER INSTRUCTIONS 5

 2.1. Standard Instructions, Clauses and Conditions5

 2.2 Submission of Bids6

 2.3 Former Public Servant – Competitive Bid6

 2.4 Enquiries - Bid Solicitation7

 2.5 Applicable Laws8

 2.6 Bid Challenge and Recourse Mechanisms.....8

 2.7 Basis for Canada's Ownership of Intellectual Property.....8

PART 3 - BID PREPARATION INSTRUCTIONS..... 9

 Section I: Technical Bid9

 Section II: Financial Bid.....10

 Section III: Certifications.....10

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 11

 4.1 Evaluation Procedures.....11

 4.2. Basis of Selection11

 ATTACHMENT “1” TO PART 4
 MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA13

 ATTACHMENT 2 TO PART 4 SUMMARY OF WORK TABLE AND SCORING MATRIX FOR R218

 ATTACHMENT 3 TO PART 4 DATA QUALITY OBJECTIVES FOR R3 AND R4.....19

 ATTACHMENT 4 TO PART 4 SCORING MATRIX AND EXAMPLE SCORING SHEET FOR R3.....20

 ATTACHMENT 5 TO PART 4 SCORING MATRIX AND EXAMPLE SCORING SHEET FOR R4.....21

 ATTACHMENT 6 TO PART 4 SCORING MATRIX AND EXAMPLE SCORING SHEET FOR R6.....23

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION..... 25

 5.1 Certifications Precedent to Contract Award and Additional Information25

PART 6 - RESULTING CONTRACT..... 26

 6.1 Security Requirement.....26

 6.2. Insurance Requirements.....26

 6.3. Statement of Work26



6.4.	Task Authorization	26
6.5.	Standard Clauses and Conditions	28
6.6.	General Conditions.....	28
6.7.	Term of Contract	30
6.8.	Authorities.....	30
6.9.	Proactive Disclosure of Contracts with Former Public Servants	31
6.10	Payment	32
6.11.	Method of Payment for Task Authorizations with a Maximum Price:.....	33
6.12.	Invoicing Instructions	33
6.13.	Tasking Assessment Procedures.....	33
6.14.	Certifications.....	33
6.15.	Applicable Laws	33
6.16.	Shipment of Dangerous Goods/Hazardous Products.....	33
6.17.	Priority of Documents.....	34
6.18.	Insurance.....	34
	ANNEX "A" STATEMENT OF WORK.....	35
	ANNEX "B" BASIS OF PAYMENT	41
	ANNEX "C" TASK AUTHORIZATION FORM	44



PART 1 – GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement applicable to the requirement.

1.2 Statement of Work

The Work to be performed is detailed under Annex “A” “Statement of Work” of the resulting contract clauses

1.3 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 - BIDDER INSTRUCTIONS

2.1. 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 PSPC/PWGSC *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 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

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

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”

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

Delete: In its entirety



Insert: "Deleted"

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

Delete: "sixty (60) days"

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

2.1.1 SACC Manual Clauses

A7035T (2007-05-25), List of Proposed Subcontractors.

2.2 Submission of Bids

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

2.3 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:

an individual;

an individual who has incorporated;

a partnership made of former public servants; or

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:

name of former public servant;

date of termination of employment or retirement from the Public Service.

By providing this information, Bidder/Offeror agrees that the successful Bidder's/Offeror'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 an 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:

name of former public servant;

conditions of the lump sum payment incentive;

date of termination of employment;

amount of lump sum payment;

rate of pay on which lump sum payment is based;

period of lump sum payment including start date, end date and number of weeks;

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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a



proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

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

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

2.6 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.

2.7 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.



PART 3 - BID PREPARATION INSTRUCTIONS

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Note for electronic submission of bids:

In order to be considered, bids must be received by 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: soumissionsbids@ec.gc.ca

Attention: Samantha Hatzinikou

Solicitation Number: 5000060464

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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



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

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.2 Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.
- 1.3 Bidders must submit their prices FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

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

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

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

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 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.

4.1.1 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.

4.1.1.1 Mandatory Technical Criteria

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

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

4.1.1.2 Point Rated Technical Criteria

Bidders must obtain a minimum overall score of 75 points in order for its proposal to be considered responsive.

Point Rated Technical Criteria is included in Annex Attachment 1 to Part 4

4.1.1.3 Evaluation of Price

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

Proposals will be evaluated out of 30 points.

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

4.2. Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;



- (b) meet all mandatory technical and financial criteria;
and
 - (c) obtain the required minimum score of 75 points in the technical evaluation criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
 3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30 % for the price.
 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

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



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

Mandatory Technical Criteria:

No.	Mandatory Technical Criteria	Compliant (Yes/No)	Proposal Page No.
M1	The Bidder must demonstrate that it and/or its proposed subcontractors have accreditation obtained from an accrediting body that is signatory to the International Laboratory Accreditation Cooperation Mutual Recognition Agreement ILAC MRA, using the internationally recognized criteria and procedures outlined in ISO/IEC 17025: (General requirements for Competence of Calibration and Testing Laboratories).		
M2	The Bidder must demonstrate that it and/or its proposed subcontractors meet the following: The Bidder must provide standard operating procedures (SOPs) and/or detailed method descriptions for the analyses of the chemical classes listed in Annex A1, Chemical Classes with Target Analytes. The SOPs and/or methods provided must generate quantified concentrations in biota for all target analytes marked with an asterisk (*). Bidder must provide links to peer reviewed publications or reports to support the proposed SOPs and/or detailed method descriptions.		
M3	The Bidder must demonstrate that it and/or its proposed subcontractors meet the following: The Bidder must prove it can provide analytical results for all target analytes marked with an asterisk (*) in biota samples as listed in Annex A1- Chemical Classes with Target Analytes. Bidder must provide a company resume of experience demonstrating projects that have been completed over the past 60 months from date of bid closing for organic contaminants in biota.		
M4	The Bidder must demonstrate that it and/or its proposed subcontractors meet the following: Bidder must provide a company resume demonstrating projects that have been completed over the past 60 months from date of bid closing for ultra trace analysis of organic contaminants in aquatic biota, to show at least 3 years of experience.		
M5	The Bidder must demonstrate that it and/or its proposed subcontractors meet the following: The Bidder must provide proof of lab performance with biota with the submission of a set of recent (past 24 months from date of bid closing) laboratory method blank results, for all chemical classes, including the recovery of surrogates.		
M6	The Bidder must demonstrate that it and/or its proposed subcontractors meet the following: The Bidder must demonstrate experience in Performance Evaluation Testing for the chemical classes. The Bidder must		



	provide the results of laboratory performance evaluations conducted for all chemical classes listed in Annex A1, Chemical Classes with Target Analytes in biota over the last 36 months from date of bid closing.		
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Point Rated Technical Criteria:

No.	Point-Rated Technical Criteria:	Points Awarded
R1	<p>The Bidder should demonstrate that it and/or its proposed subcontractors meet the following: Accreditation for the analysis of per- and polyfluoroalkyl substances, polybrominated diphenyl ether congeners, hexabromocyclododecane isomers, halogenated flame retardants, polychlorinated paraffins in biota samples, as listed in Annex A1, Chemical Classes with Target Analytes.</p> <p>Bidders should submit copies of scopes of accreditation (ISO/IEC 17025 or equivalent) for the analysis of target analytes of interest. Accreditation in other media will not be considered.</p> <p>2 points for each chemical class up to 10 points</p>	/10
R2	<p>The Bidder should demonstrate that it and/or its proposed subcontractors meet the following: Experience in analyzing fish homogenate samples for the target analytes of interest, as listed in Annex A1, Chemical Classes with Target Analytes, over a range of concentrations, as would be encountered in Canadian fish.</p> <p>Bidders should submit a summary of previous relevant work, defined as analysis of fish homogenate samples, conducted in the past 60 months from date of bid closing.</p> <p>Bidders should complete the Summary of Work Table found in Attachment 2 to Part 4.</p> <p>Up to 30 points in accordance with the Scoring Matrix found in Attachment 2 to Part 4.</p>	/30
R3	<p>The Bidder should demonstrate that it and/or its proposed subcontractors meet the following: Ability to achieve appropriate detection limits with 20 grams (or less) biota samples that will meet the data quality objectives using low point calibration and laboratory blanks. Blank correction or subtractions for determination of sample concentration are not to be used.</p> <p>Bidders should provide tabulated average Estimated Detection Limits (EDLs), defined as 2.5:1 signal to noise ratio in real samples, for the field samples reported from the last 10 batches of biota samples prior to the posting of this RFP (1 EDL per analyte). EDLs should be <u>as reported to a client</u> for the target analytes within each chemical class listed in Annex A1, Chemical Classes with Target Analytes.</p> <p>Refer to the Data Quality Objectives found in Attachment 3 to Part 4, Data Quality Objectives.</p>	/30



Note: PBDEs scoring for R3 will be based on 5 congeners (BDE-47, -99, -100, -153, and -154). For Per- and polyfluoroalkyl substances (PFAS), substances scoring for R3 will be based on PFOS, PFOA, PFNA, PFDA, PFUnA). For Halogenated flame retardants scoring will be for *Dechlorane Plus (DP; Anti and Syn)*, Dechlorane (+602, 603, 604). All scoring for R3 for other target analytes will be based on mandatory compounds (indicated with an * in Annex A1, Chemical Classes with Target Analytes.)

Up to 30 points in accordance with the Scoring Matrix found in Attachment 4 to Part 4, Data Quality Objectives. The scoring for each chemical class will be based on the total score for all analytes divided by the number of analytes (rounded to the nearest first decimal place for each calculation). In a scenario where an analyte was not analyzed by a bidder in a chemical class, zero will be given for any analyte not provided, so if there are 100 and a bidder provides 90, the number of analytes remains 100 so X/100 rather than X/90. See example scoring sheet in Attachment 4 to Part 4.

R4

The Bidder should demonstrate that it and/or its proposed subcontractors meet the following: Ability to achieve appropriate method blank concentrations to meet data quality objectives. Blank correction or subtractions for determination of sample concentration are not to be used. A method blank is defined as an analyte free matrix, such as solvent, carried through the complete preparation and analytical procedure for the each chemical class.

Blanks: Bidders should provide tabulated laboratory method blank data provided for a project (or projects) which provided analysis for low level biota samples from the prior 10 batches and as reported to a client prior to bid closing for the target analytes listed in Annex A1, Chemical Classes with Target Analytes. Blanks must be from analytical batches containing biota samples.

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

Notes: PBDEs scoring for R4 will be based on 5 congeners (BDE-47, -99, -100, -153, and -154). For PFAS substances scoring for R4 will be based on PFOS, PFNA, PFDA, and PFUnA). For Halogenated flame retardants scoring will be for *Dechlorane Plus (DP; Anti and Syn)*, Dechlorane (+602, 603). All scoring for R4 for other target analytes will be based on mandatory compounds (indicated with an * in Annex A1, Chemical Classes with Target Analytes.)

Scoring will be as follows, for each replicate of each analyte within a chemical class, full marks (6) will be given to method blanks which are less than the Data Quality Objective. Partial marks (2), will be given to blanks which are non-detect but the detection limit is above the Data Quality Objective. The scoring for each chemical class will be based on the average for all replicates rounded to the nearest first decimal place. In a scenario where an above analyte was not analyzed by a bidder in a chemical class, zero will be given for any analyte not provided, so if there are 100 and a bidder provides 90, the number of analytes remains 100 so X/100 rather than X/90.

Up to 30 points in accordance with the Scoring Matrix found in below. See example scoring Matrix in Attachment 5 to Part 4.

/30



R5

The Bidder should demonstrate that it and/or its proposed subcontractors meet the following: Extent of the use of surrogate spikes, as well as Certified Reference Material (CRMs) and Standard Reference Material (SRMs). Preference will be given for methodologies that utilize ¹³C or other stable isotope labelled surrogates to assess and ensure data quality.

Bidders should identify all surrogates, CRMs & SRMs to be used in the analyses for each chemical class in the matrix specified per Annex A1, Chemical Classes with Target Analytes identified as mandatory with a (*).

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

Scoring Matrix:

10 points	5 points	2 points	0
Isotope dilution Internal C ¹³ - External spike			
CRM - SRM	CRM - SRM		
Method spikes	Method spikes	Method spikes	No information
Laboratory spikes	Laboratory spikes	Laboratory spikes	

/10

R6

The Bidder should demonstrate that it and/or its proposed subcontractors meet the following: Percent recovery between 80% and 120% for surrogate and native spikes in spiked blank and matrix control samples.

Bidders should provide tabulated recovery of surrogate spikes and reported values for spiked blank and matrix control samples as reported to the client for the last 10 batches of biota prior to bid closing for the chemical classes listed in Annex A1, Chemical Classes with Target Analytes. Bidders can provide on-going recovery and precision specifications (OPR) and data used to produce initial precision and accuracy (IPR) for evaluation of this criteria.

Up to 20 points in accordance with the Scoring Matrix for R6 found in Attachment 6 to Part 4. An example has been provided; refer to table "Example Scoring Sheet for HBCDD Isomer spiked recoveries" in Attachment 6 to Part 4. The scoring for each chemical class will be based on the average for all replicates between 80% and 120%, as defined above, rounded to the nearest first decimal place.

If there are 100 required and a bidder provides 90 between 80% and 120%, as defined above, the number of analytes remains 100 so X/100 rather than X/90.

/20

R7

The Bidder should demonstrate that it and/or its proposed subcontractors meet the following: Additional points awarded to the inclusions of additional, non-mandatory analytes for chemical classes PFAS, Polychlorinated Parraffins and Halogenated Flame retardants. 1 point for each non-mandatory target analyte (Annex A1, Chemical Classes with Target Analytes), with a maximum of 5 for each of the 3 chemical classes listed.

For Halogenated Flame Retardants and Polychlorinated Parraffins this may refer to target analytes in Annex A1, Chemical Classes with Target Analytes which are NOT listed as mandatory (i.e. not marked with a *). For Per- and polyfluoroalkyl substances, the number of potential target analytes are too numerous to list.

Up to 15 points in accordance with the Scoring Matrix found below.

/15



	<p>Scoring Matrix:</p> <table border="1"> <thead> <tr> <th data-bbox="305 254 743 384">Non-mandatory analytes within:</th> <th data-bbox="743 254 959 384">Five or more non-mandatory analytes</th> <th data-bbox="959 254 1187 384">One point for each non-mandatory analyte up to 4</th> <th data-bbox="1187 254 1411 384">Zero non-mandatory analytes</th> </tr> </thead> <tbody> <tr> <td data-bbox="305 384 743 422">PFAS</td> <td data-bbox="743 384 959 422">5</td> <td data-bbox="959 384 1187 422">1 - 4</td> <td data-bbox="1187 384 1411 422">0</td> </tr> <tr> <td data-bbox="305 422 743 459">Polychlorinated paraffins</td> <td data-bbox="743 422 959 459">5</td> <td data-bbox="959 422 1187 459">1 - 4</td> <td data-bbox="1187 422 1411 459">0</td> </tr> <tr> <td data-bbox="305 459 743 497">Halogenated flame retardants</td> <td data-bbox="743 459 959 497">5</td> <td data-bbox="959 459 1187 497">1 - 4</td> <td data-bbox="1187 459 1411 497">0</td> </tr> </tbody> </table>	Non-mandatory analytes within:	Five or more non-mandatory analytes	One point for each non-mandatory analyte up to 4	Zero non-mandatory analytes	PFAS	5	1 - 4	0	Polychlorinated paraffins	5	1 - 4	0	Halogenated flame retardants	5	1 - 4	0	
Non-mandatory analytes within:	Five or more non-mandatory analytes	One point for each non-mandatory analyte up to 4	Zero non-mandatory analytes															
PFAS	5	1 - 4	0															
Polychlorinated paraffins	5	1 - 4	0															
Halogenated flame retardants	5	1 - 4	0															
R8	<p>The performance evaluations for all chemical classes listed in Annex A1, Chemical Classes with Target Analytes in biota over the last 36 months from date of bid closing provided for M6 will be assessed and points will be awarded based on the following:</p> <p>2 points will be awarded for proficiency test/round robin results with no failures for each chemical class. 1 point will be awarded for each proficiency test /round robin with <50% failures for each chemical class. Up to a maximum of 10 points</p>	/10																
Total		/155																
Minimum Score		75																



**ATTACHMENT 2 TO PART 4
SUMMARY OF WORK TABLE AND SCORING MATRIX FOR R2**

Summary of Work Table

Chemical Class	Matrix	#projects	#samples analysed	Page reference to supporting information in bid documents
PFAS	Fish			
Polychlorinated paraffins	Fish			
PBDE congeners	Fish			
HBCDD isomers	Fish			
Halogenated flame retardants	Fish			

Rating Experience Criteria - Benchmarks

Extensive <input type="checkbox"/> >2000 samples
Good <input type="checkbox"/> 1000 and ≤1999 samples
Minimal <input type="checkbox"/> 300 and ≤999 samples

Scoring Matrix

Chemical Class	Matrix	Extensive	Good	Minimal	<Minimal
PFAS	Fish	5	3	0.5	0
Polychlorinated paraffins	Fish	3	2	0.5	0
PBDE congeners	Fish	10	6	1	0
HBCDD isomers	Fish	7	4	0.5	0
Halogenated flame retardants	Fish	5	3	0.5	0



ATTACHMENT 3 TO PART 4 DATA QUALITY OBJECTIVES FOR R3 AND R4

Data Quality Objectives:

Chemical Class	EDL (per compound)
Per- and polyfluoroalkyl substances	≤ 1.0 ng/g wet weight
Polybrominated diphenyl ether congeners	≤ 1.0 ng/g wet weight
Hexabromocyclododecane isomers	≤ 0.3 ng/g wet weight
Polychlorinated Paraffins	≤ 10.0 ng/g wet weight
Halogenated flame retardants	≤ 1.0 ng/g wet weight

Note: To limit the number of comparisons between bids for all congeners of PBDEs scoring for R3 and R4 will be based on 5 congeners (BDE-47, -99, -100, -153, and -154). For PFAS substances scoring for R3 and R4 will be based on PFOS, PFOA, PFNA, PFDA, and PFUnA). For Halogenated flame retardants scoring for R3 and R4 will be for *Dechlorane Plus (DP; Anti and Syn)*, Dechlorane (+602, 603, 604). All scoring for R3 and R4 for other target analytes will be based on mandatory analytes (indicated with an * in Annex A1, Chemical Classes with Target Analytes.)



ATTACHMENT 4 TO PART 4 SCORING MATRIX AND EXAMPLE SCORING SHEET FOR R3

The scoring for each chemical class will be based on the total score for all analytes divided by the number of analytes (rounded to the nearest first decimal place for each calculation). See example scoring sheet below.

Scoring Matrix for R3:

Chemical class	EDL≤DQO	EDL>DQO
PFAS	6	0
Polychlorinated paraffins	6	0
PBDE congeners	6	0
HBCDD isomers	6	0
Halogenated flame retardants	6	0

Example Scoring Sheet for HBCDD Isomers

HBCDD isomer	DQO (ng/g)	EDL provided ng/g	Score
<i>alpha-HBCDD</i>	0.3	0.32	0
<i>beta-HBCDD</i>	0.3	0.2	6
<i>gamma-HBCDD</i>	0.3	0.15	6
Total score			12
Score for HBCDD isomers			4.0 out of 6.0



ATTACHMENT 5 TO PART 4 SCORING MATRIX AND EXAMPLE SCORING SHEET FOR R4

The scoring for each chemical class will be based on the total score for all analytes divided by the number of analytes (rounded to the nearest first decimal place for each calculation). See example scoring sheet below.

Scoring Matrix for R4:

Chemical class	Method blank <DQO	Method blank not detected but >DQO	Not provided or method Blank>DQO
PFAS	6	2	0
PBDE congeners	6	2	0
Polychlorinated paraffins	6	2	0
HBCDD isomers (alpha-, beta-, gamma-)	6	2	0
Halogenated flame retardants	6	2	0

Example Scoring Sheet for HBCDD Isomers

HBCDD isomer	DQO (ng/g)	Blank ng/g	Score
<i>alpha-HBCDD rep 1</i>	0.3	< 0.25	6
<i>alpha-HBCDD rep 2</i>	0.3	3.1	0
<i>alpha-HBCDD rep 3</i>	0.3	< 3.5	2
<i>alpha-HBCDD rep 4</i>	0.3	0.12	6
<i>alpha-HBCDD rep 5</i>	0.3	0.009	6
<i>alpha-HBCDD rep 6</i>	0.3	<0.25	6
<i>alpha-HBCDD rep 7</i>	0.3	< 3.5	2
<i>alpha-HBCDD rep 8</i>	0.3	0.19	6
<i>alpha-HBCDD rep 9</i>	0.3	<0.25	6
<i>alpha-HBCDD rep 10</i>	0.3	<5.0	2
<i>beta-HBCDD rep 1</i>	0.3	0.32	0
<i>beta-HBCDD rep 2</i>	0.3	0.2	6
<i>beta-HBCDD rep 3</i>	0.3	0.15	6
<i>beta-HBCDD rep 4</i>	0.3	0.29	6
<i>beta-HBCDD rep 5</i>	0.3	<0.15	6
<i>beta-HBCDD rep 6</i>	0.3	0.5	0
<i>beta-HBCDD rep 7</i>	0.3	0.85	0
<i>beta-HBCDD rep 8</i>	0.3	<0.8	2
<i>beta-HBCDD rep 9</i>	0.3	0.29	6
<i>beta-HBCDD rep 10</i>	0.3	0.48	0
<i>gamma-HBCDD rep 1</i>	0.3	0.16	6
<i>gamma-HBCDD rep 2</i>	0.3	<0.1	6
<i>gamma-HBCDD rep 3</i>	0.3	0.14	6
<i>gamma-HBCDD rep 4</i>	0.3	0.16	6
<i>gamma-HBCDD rep 5</i>	0.3	0.15	6
<i>gamma-HBCDD rep 6</i>	0.3	<0.19	6
<i>gamma-HBCDD rep 7</i>	0.3	0.98	0
<i>gamma-HBCDD rep 8</i>	0.3	<0.19	6
<i>gamma-HBCDD rep 9</i>	0.3	0.67	0



<i>gamma-HBCDD rep 10</i>	0.3	<0.45	2
Total score			118/ 30
Score for HBCDD isomers			3.9 out of 6.0



**ATTACHMENT 6 TO PART 4
SCORING MATRIX AND EXAMPLE SCORING SHEET FOR R6**

Scoring Matrix for R6:

Chemical Class:	≥ 80% spikes in range	79.9-65% spikes in range	64.9-50% spikes in range	<49.9% spikes in range
PFAS	4	2	1	0
PBDE congeners	4	2	1	0
Polychlorinated paraffins	4	2	1	0
HBCDD isomers (alpha-, beta-, gamma-)	4	2	1	0
Halogenated flame retardants	4	2	1	0

Example Scoring Sheet for HBCDD Isomer spiked recoveries

HBCDD isomer surrogate spikes	% recovery	Spike in range 80% to 120%
<i>alpha-HBCDD rep 1</i>	121	No
<i>alpha-HBCDD rep 2</i>	89	Yes
<i>alpha-HBCDD rep 3</i>	92	Yes
<i>alpha-HBCDD rep 4</i>	67	No
<i>alpha-HBCDD rep 5</i>	125	No
<i>alpha-HBCDD rep 6</i>	95	Yes
<i>alpha-HBCDD rep 7</i>	110	Yes
<i>alpha-HBCDD rep 8</i>	115	Yes
<i>alpha-HBCDD rep 9</i>	130	No
<i>alpha-HBCDD rep 10</i>	113	Yes
<i>beta-HBCDD rep 1</i>	72	No
<i>beta-HBCDD rep 2</i>	116	Yes
<i>beta-HBCDD rep 3</i>	91	Yes
<i>beta-HBCDD rep 4</i>	84	Yes
<i>beta-HBCDD rep 5</i>	78	No
<i>beta-HBCDD rep 6</i>	108	Yes
<i>beta-HBCDD rep 7</i>	94	Yes
<i>beta-HBCDD rep 8</i>	86	Yes
<i>beta-HBCDD rep 9</i>	49	No
<i>beta-HBCDD rep 10</i>	102	Yes
<i>gamma-HBCDD rep 1</i>	122	No
<i>gamma-HBCDD rep 2</i>	97	Yes
<i>gamma-HBCDD rep 3</i>	83	Yes
<i>gamma-HBCDD rep 4</i>	91	Yes
<i>gamma-HBCDD rep 5</i>	103	Yes
<i>gamma-HBCDD rep 6</i>	114	Yes
<i>gamma-HBCDD rep 7</i>	98	Yes
<i>gamma-HBCDD rep 8</i>	135	No
<i>gamma-HBCDD rep 9</i>	91	Yes
<i>gamma-HBCDD rep 10</i>	86	Yes



<i>Number of spikes within range</i>	21
<i>Total number of spikes</i>	30
% of spikes in range	$((21/30) \times 100) = 70\%$
Score for HBCDD isomers	2.0



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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.

5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity [FCP Limited Eligibility to Bid](#)" list available from Employment and Social Development Canada (ESDC) - Labor's website.

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

5.1.3 Education and Experience

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



PART 6 - RESULTING CONTRACT

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

Title: *(insert only at contract award)*

6.1 Security Requirement

6.1.1 There is no security requirement applicable to the Contract.

6.2. 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.

6.3. Statement of Work

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

6.4. Task Authorization

6.4.1 As and When Requested Task Authorizations

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

6.4.2 As and When Requested Task Authorizations

- i. The Technical Authority will provide the Contractor with a description of the task in a draft Task Authorization using the form specified in Annex C, Task Authorization Form.
- ii. The draft Task Authorization will contain the details of the activities to be performed, and must contain the following information, if applicable :

A. a task number;



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

6.4.3. Contractor's Response to Draft Task Authorization:

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

6.4.4. Authorities for Validity Issuing Task Authorizations

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

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

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



6.4.5 Minimum Work Guarantee

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

6.5. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/PWGC [*Standard Acquisition Clauses and Conditions Manual*](#) issued by Public Works and Government Services Canada.

6.6. General Conditions

[2010C](#) (2020-05-28) (General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

General conditions 2010C is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"



Insert Subsection: “36 Liability”

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

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

At Section 19 Copyright

Delete: In its entirety

Insert:

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

At Section 06 Subcontracts



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

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

6.6.1 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*

6.7. Term of Contract

6.7.1 Period of the Contract

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

6.7.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 30 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 30 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

6.8. Authorities

6.8.1 Contracting Authority

The Contracting Authority for the Contract is:



Name: _____

Title: _____

Environment and Climate Change Canada
Procurement and Contracting Division

Address: _____

Telephone: ___ - ___ - _____

Facsimile: ___ - ___ - _____

E-mail address: _____

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

6.8.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ___ - ___ - _____

Facsimile: ___ - ___ - _____

E-mail address: _____

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

6.8.3 Contractor's Representative

Name: _____

Title: _____

(Legal & Operating Company Name): _____

Address: _____

Telephone: ___ - ___ - _____

Facsimile: ___ - ___ - _____

E-mail address: _____

6.9. 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.

6.10 Payment

6.10.1 Basis of Payment

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

Estimated Cost: [\$_____]

- i. **Competitive Award:** The Contractor acknowledges that the Contract has been awarded as a result of a competitive process. No additional charges will be allowed to compensate for errors, oversights, misconceptions or underestimates made by the Contractor when bidding for the Contract.
- ii. **Purpose of Estimates:** All estimated costs contained in the Contract are included solely for the administrative purposes of Canada and do not represent a commitment on the part of Canada to purchase services in these amounts. Any commitment to purchase specific amounts or values of services are described elsewhere in the Contract.

6.10.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ _____(insert amount at contract award). Customs duties are _____ (insert, as applicable: " included", "excluded" or "subject to exemption") and the Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority, in writing, as to the adequacy of this sum:
 - a) when it is 75 percent committed, or
 - b) four (4) months before the Contract expiry date, or
 - c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work requested in all authorized TAs inclusive of any revisions, the applicable basis of payment of which is limitation of expenditure TA subject to a Limitation of Expenditure.

whichever comes first.
4. 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.



6.11. Method of Payment for Task Authorizations with a Maximum Price:

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

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

6.12. Invoicing Instructions

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

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

6.13. Tasking Assessment Procedures

Where a requirement for a specific task is identified, a draft Task Authorization Form (TA Form) as attached at Annex C, Task Authorization Form will be provided to the Contractor. Once a draft TA Form is received, the Contractor must submit to the Technical Authority a quotation based on the information identified in the TA Form. The quotation must be signed and submitted to Canada within the time for response identified in the TA Form. The Contractor will be given a minimum of 48 hours turnaround time to submit a quotation.

6.14. Certifications

6.14.1 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.

6.15. Applicable Laws

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

6.16. Shipment of Dangerous Goods/Hazardous Products

The Contractor must label and ship dangerous goods/hazardous products falling within the Transportation of Dangerous Goods Act, 1992, c.34 and the Hazardous Products Act, R.S.C.



1985, c. H-3 and their regulation(s) in accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

6.17. 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) the supplemental general conditions 4007 (2010-08-16), Canada to own Intellectual Property Rights in Foreground
- (c) 2010C 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, Task Authorization Form; and
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) 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)*).

6.18. Insurance

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement



ANNEX "A" STATEMENT OF WORK

Title: Analysis of Priority Chemicals in Canadian Aquatic Biota

1.0 Background

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

1.1. Objective:

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

1.2 Terminology:

Per- and polyfluoroalkyl substances (PFAS)
Hexabromocyclododecane (HBCDD)
Polybrominated diphenyl ether (PBDE)
Quality assurance/quality control (QA/QC)

2.0 Scope:

All analyses will be performed on whole body homogenates of fish or other aquatic biota samples as and when requested, for the target analytes in some or all of the chemical classes listed (Annex A1). More than one chemical class may be requested per sample. Detailed list of requested target analytes in each chemical class can be found in Annex A1, Chemical Classes with Target Analytes

2.1 Chemical Classes

- A: Per- and polyfluoroalkyl substances (PFAS)
- B: Polybrominated diphenyl ether (PBDE) congeners
- C: Hexabromocyclododecane (HBCDD) isomers
- D: Polychlorinated Paraffins
- E: Halogenated Flame Retardants
- *. % lipid and % moisture for each sample submitted

* The results of these chemical classes should also include data on lipid and moisture content. Given the uncertain nature of field collections and operations, ECCC cannot guarantee the number of samples that will be submitted for analysis in any given year or for any specific chemical class. The Contractor will be paid based on a per sample basis for the given number of samples submitted by ECCC, and subsequently analyzed by the Contractor. The analytical services will include the results of analysis. The analysis will be performed on biota samples as requested for some or all of the chemical classes listed in Annex A1, Chemical Classes with Target Analytes.



Limited sample may require multiple analysis per extraction, subcontracting requires the approval of the Contracting Authority.

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

Due to the limited quantity and value of the samples covered in this contract, all analyses and method detection limits must be performed and achieved on a total sample mass not exceeding 20 grams.

3.0 Tasks

The analytical services requested may include the following tasks:

1. Extraction, clean-up where necessary, and analysis of biota samples using methods appropriate for quantification of some or all of the analytes listed in detail in Annex A1, Chemical Classes With Target Analytes.
2. Submission of reports of the analytical results from all analyses to the Technical Authority in electronic format

Samples are to be analysed in a batch system, with each batch consisting of a matrix blank, a spiked matrix sample and no more than 21 samples. Blank corrections or blank subtractions are not to be used.

4.0 Deliverables:

1. The Contractor must submit a report including:
 - a. The concentration of each target analyte in the sample;
 - b. The concentration of each target analyte in the blank
 - c. The minimum detectable concentration of each target analyte (detection limit) with low level calibration standardAll reports must be submitted electronically to the Technical Authority.
2. This information is to be reported in adjoining columns on a spreadsheet. Target analyte concentration may be reported in nano or pico grams per gram wet weight of sample. QA data such as % recoveries, surrogate spikes (SRMs, & CRMs) must be reported.
3. A narrative documenting any problems with the set of samples or data, including any corrective actions taken, resolutions, and explanation of any flagged data are to be reported to the Technical Authority. Chain of custody and sample submittal documentation is also to be provided electronically to the Technical Authority.
4. If requested, all proposed methodologies are to be provided to the Technical Authority.
5. Proposed method changes by the Contractor during the duration of the contract must be discussed with the Technical Authority. A comparison study of the existing method and proposed new methods must be provided to demonstrate that the two methods are comparable. In addition, information on the new method must be provided.

5.0 Responsibilities:



5.1 Canada:

ECCC will provide aquatic biota samples for analysis. ECCC is responsible for the cost of shipping samples to the Contractor's laboratory.

5.2 Contractor:

The Contractor must return coolers to ECCC and is responsible for any associated costs. The Contractor must destroy any remaining tissues.

The Contractor must retain laboratory raw data, chromatographs, and all relevant laboratory notes for a minimum period of 30 months following submission of samples.

This includes:

- raw data, chromatograms and area tables, for all instrument calibrations including linearity, resolution and sensitivity checks showing date and time of analysis, and evidence that all QA/QC specifications have been met, and;
- raw data (lab worksheets, chromatograms and area tables) for all samples, including original and re-analyses, dilutions, etc.

6.0 Official Languages

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

7.0 Work Location:

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

8.0 Travel:

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



ANNEX A1
CHEMICAL CLASSES WITH TARGET ANALYTES
Target analytes with * are required

A: Per- and polyfluoroalkyl substances (PFAS)

Perfluorobutanesulfonate (PFBS) *
Perfluorobutanoate (PFBA)*
Perfluoropentanoate (PFPeA)*
Perfluorohexanesulfonate (PFHxS) *
Perfluorohexanoate (PFHxA) *
Perfluoroheptanoate (PFHpA)*
Perfluorooctanesulfonate (PFOS)*
Perfluorooctanoate (PFOA)*
Perfluorononanoate (PFNA) *
Perfluorodecanoate (PFDA) *
Perfluoroundecanoate (PFUnA)*
Perfluorododecanoate (PFDoA) *
Perfluorotridecanoic acid (PFTrDA)*
Perfluorotetradecanoic acid (PFTeDA)*
Perfluoropentanesulfonic acid (PFPeS)*
Perfluoroheptanesulfonic acid (PFHpS)*
Perfluorononanesulfonic acid (PFNS)
Perfluorodecanesulfonic acid (PFDS)*
Perfluorooctane sulfonamide (PFOSA)*
N-Ethylperfluoro-1-octanesulfonamidoacetic acid (N-EtFOSAA)*
N-Methylperfluoro-1-octanesulfonamidoacetic acid (N-MeFOSAA)*
N-Ethylperfluoro-1-octanesulfonamidoethanol (N-EtFOSE)*
Perfluoro-4-methoxybutanoate (PFMBA)*
1H, 1H, 2H, 2H-perfluorooctane sulfonic acid (6:2 FTS)*
2H, 2H, 3H, 3H-perfluorodecanoic acid (7:3 FTCA)*

B: Brominated diphenyl ethers (PBDEs)

*BDE 7**
*BDE 8**
*BDE 10**
*BDE 11**
*BDE 12**
*BDE 13**
*BDE 15**
*BDE 17**
*BDE 25**
*BDE 28**
*BDE 33**
*BDE 30**
*BDE 32**
*BDE 35**
*BDE 37**
*BDE 47**
*BDE 49**
*BDE 51**
*BDE 66**
*BDE 71**
*BDE 75**



BDE 77*
BDE 79*
BDE 85*
BDE 99*
BDE 100*
BDE 105*
BDE 116*
BDE 119*
BDE 120*
BDE 126*
BDE 128*
BDE 138*
BDE 166*
BDE 140*
BDE 153*
BDE 155*
BDE 181*
BDE 183*
BDE 190*
BDE 203*
BDE 206*
BDE 207*
BDE 208*
BDE 209*

C: Hexabromocyclododecane

α -HBCDD*
 β -HBCDD*
 γ -HBCDD*

D: Polychlorinated Paraffins

Total short chain polychlorinated paraffins (C10 to C13)*
Total medium chain polychlorinated paraffins (C14 to C17)*
Total Long Chain polychlorinated paraffins (C18 to C20)*
Individual isomer groups for each carbon chain length

E: Halogenated Flame Retardant (HFR)

Allyl 2,4,6-tribromophenyl ether (ATE)*
Dechlorane Plus (DP; Anti and Syn)*
Dechlorane (+ 602, 603, 604)*
2,3-Dibromopropyl 2,4,6-tribromophenyl ether (DPTE)*
1,2-Bis(2,4,6-tribromophenoxy)ethane (BTBPE)*
bis(2-ethyl-1-hexyl)tetrabromophthalate (BEHTBP)*
2-Ethylhexyl-2,3,4,5-tetrabromobenzoate (EHTeBB)
1,2,3,4,5-Pentabromobenzene (PBBe)
1,2- Dibromobenzene (DiBB)
1,4-Dibromobenzene (DiBB)
1,2,4-Tribromobenzene (TriBB)
1,2,3,5- Tetrabromobenzene (TBB)
1,2,4,5-Tetrabromobenzene (TBB)*



Hexabromobenzene (HBB)

*Hexachlorocyclopentadienyl-dibromocyclooctane (HCDBCO)**

Pentabromotoluene (PBT_o)

Pentabromoethylbenzene (PBEB)

2,3,4,5,6-Pentabromobenzylbromide (PBBB)

2,3,5,6-Tetrabromo-p-xylene (pTBX)

Tetrabromo-o-chlorotoluene (TBCT)

Octabromotrimethylphenylindane (OBIND)

Decabromodiphenylethane (DBDPE)

1,2-Dibromo-4-(1,2-dibromoethyl)cyclohexane (TBECH)



ANNEX "B" BASIS OF PAYMENT

The Contractor will be paid as follows on a per sample unit, per analysis basis. These number of samples and costs will be used for financial evaluation only and reflect estimated annual usage on the contract. Actual number of samples submitted for analysis will be based on actual collections and based on priorities in future years.

The Contractor must provide a firm per chemical analysis price for each contaminant class listed below.

Initial Contract Period - Contract Award to March 31, 2022			
Chemical Class	Quantity of Analyses (A)	Price per Analyses (B)	Price (C) (A)*(B)
Aquatic Biota			
Per- and polyfluoroalkyl substances (PFAS)	80	\$ _____	\$ _____
Brominated diphenyl ethers (PBDEs)	40	\$ _____	\$ _____
Hexabromocyclododecane	20	\$ _____	\$ _____
Polychlorinated Paraffins	10	\$ _____	\$ _____
Halogenated Flame Retardant (HFR)	10	\$ _____	\$ _____
Total Price for Initial Contract Period (Total of Column (C))	\$ _____ applicable taxes extra		



Option Year 1 – April 1, 2022 to March 31, 2023			
Chemical Class	Quantity of Analyses (A)	Price per Analyses (B)	Price (C) (A)*(B)
Aquatic Biota			
Per- and polyfluoroalkyl substances (PFAS)	80	\$ _____	\$ _____
Brominated diphenyl ethers (PBDEs)	40	\$ _____	\$ _____
Hexabromocyclododecane	20	\$ _____	\$ _____
Polychlorinated Paraffins	10	\$ _____	\$ _____
Halogenated Flame Retardant (HFR)	10	\$ _____	\$ _____
Total Price for Option Year 1 (Total of Column (C))	\$ _____ applicable taxes extra		



Option Year 2 – April 1, 2023 to March 31, 2024			
Chemical Class	Quantity of Analyses (A)	Price per Analyses (B)	Price (C) (A)*(B)
Aquatic Biota			
Per- and polyfluoroalkyl substances (PFAS)	80	\$ _____	\$ _____
Brominated diphenyl ethers (PBDEs)	40	\$ _____	\$ _____
Hexabromocyclododecane	20	\$ _____	\$ _____
Polychlorinated Paraffins	10	\$ _____	\$ _____
Halogenated Flame Retardant (HFR)	10	\$ _____	\$ _____
Total Price for Option Year 2 (Total of Column (C))	\$ _____ applicable taxes extra		

Total Evaluated Price (Initial Contract Period + Option Year 1 + Option Year 2)	\$ _____ applicable taxes extra
Applicable Taxes	\$ _____
Total Price Including Applicable Taxes	\$ _____



ANNEX "C" TASK AUTHORIZATION FORM

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