



<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: soumissionsbids@ec.gc.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 Analyze water samples for ultra-trace level total mercury and methyl mercury</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000059651R</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2022-05-09</p>		
	<p>Bid Solicitation Closes (YYYY-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 3:00 P.M. on – le 2022-06-09</p>	<p>Time Zone – Fuseau horaire Eastern Daylight Time</p>	
	<p>F.O.B – F.A.B See herein</p>		
	<p>Address Enquiries to - Adresser toutes questions à Shawn Davis shawn.davis@ec.gc.ca</p>		
	<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
	<p>Delivery Required (YYYY-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2025-03-31</p>		
	<p>Destination of Services / Destination des services Ontario</p>		
	<p>Security / Sécurité There is no security requirement applicable to the 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 Requirement4

 1.2 Statement of Work.....4

 1.3 Debriefings.....4

PART 2 - BIDDER INSTRUCTIONS..... 5

 2.1 Standard Instructions, Clauses and Conditions.....5

 2.2 Submission of Bids.....6

 2.3 Former Public Servant – Competitive Bid.....6

 2.4 Enquiries - Bid Solicitation7

 2.5 Applicable Laws.....7

 2.6 Bid Challenge and Recourse Mechanisms7

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

 3.1 Bid Preparation Instructions9

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 11

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION 15

 5.1 Certifications Precedent to Contract Award and Additional Information15

 5.2 Additional Certifications Precedent to Contract Award15

PART 6 - RESULTING CONTRACT 16

 6.1 Security Requirement16

 6.2. Insurance Requirements16

 6.3. Statement of Work16

 6.4. Standard Clauses and Conditions16

 6.5. Term of Contract17

 6.6. Authorities18

 6.7. Proactive Disclosure of Contracts with Former Public Servants18

 6.10. Certifications and Additional Information.....19

 6.11. Applicable Laws.....20

 6.12. Insurance20

 6.14. Dispute Resolution20

 6.15. Priority of Documents.....20

ANNEX “A” 21



STATEMENT OF WORK..... 21

ANNEX "B" 25

BASIS OF PAYMENT 25



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.

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”



2.2 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:

- 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.

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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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: Shawn Davis

Solicitation Number: 5000059651R

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 rates 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 in accordance with the Basis of Payment in Annex "B".

- 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

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.

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

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

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

A proposal must obtain the required minimum score of 35 points in Part A of the technical evaluation criteria to be considered responsive.

1.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, option periods included, and 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

2. Basis of Selection

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

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical criteria;and
 - (c) obtain the required minimum score of 35 points in Part A 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 AND RATED TECHNICAL CRITERIA

MANDATORY TECHNICAL CRITERIA:

<p>Proposals must clearly indicate that the Bidder meets all of the mandatory requirements described below. This will be evaluated as either “Met” or “Not Met”. Proposals receiving “Not Met” for any mandatory requirement will not be considered further.</p> <p>Note: Please indicate the relevant page number(s) from your proposal which addresses the requirement identified in the criteria.</p>			
	Page #	Met	Not Met
M1. The bidder must have a valid accreditation for the analysis of total and methyl mercury in water by Canadian Association for Laboratory Accreditation (CALA). In order to demonstrate they meet this criteria Bidders must include a copy of their valid Certificate of Accreditation in their proposal.			
M2. The bidder must have a minimum of 15 years’ experience in the analysis of water samples for ultra-trace level analyses (as defined in M3 and M4 below) of BOTH total mercury AND methyl mercury. In order to demonstrate this requirement, the bidder must provide a written description of their experience including dates of specific projects.			
M3. The bidder must demonstrate, with descriptions of methods used, the ability to reach ultra-trace levels of 0.04 ng/L detection limit for total mercury in water			
M4. The bidder must demonstrate, with descriptions of methods used, ability to reach ultra-trace levels of 0.01 ng/L detection limit for methyl mercury in water;			



RATED TECHNICAL CRITERIA:

Rating	
A. STUDY STRATEGY	SCORE
R1. Understanding of the Statement of Work	
Bidders should supply a written description of how work will be accomplished in order to meet the Statement of Work for the duration of the contract.	
<p>a. Demonstrated, written understanding of technical nature of required work and expected deliverables. This should include the following key components:</p> <ul style="list-style-type: none"> • Description of facility and equipment; • Description of the methods used to achieve required detection limits; • Description of Quality Assurance programs and proficiency tests; <p>This information will be evaluated on the basis of a logical and practical flow within the proposal, providing a comprehensive procedural strategy, and addressing each point of the Statement of Work.</p> <p>0 points – Bidder has failed to demonstrate understanding of requirements 10 points – Bidder has demonstrated sufficient understanding, with two key components lacking 20 points – Bidder has demonstrated understanding, with one key component lacking 30 points – Bidder has demonstrated full understanding of all components.</p>	30
<p>b. Demonstrated, written knowledge of receiving, safe handling and storage of preserved samples. This should include the following key components:</p> <ul style="list-style-type: none"> • Demonstration of understanding of chain of custody requirements • Description of sample handling upon receipt • Description of storage protocols • Description of data reporting format <p>This information will be evaluated on the basis of a clear demonstration of the requirements to maintain chain of custody and integrity of samples.</p> <p>0 points – Bidder has failed to demonstrate understanding of requirements 5 points – Bidder has demonstrated sufficient understanding, with three key components lacking 10 points – Bidder has demonstrated understanding, with two key components lacking 15 points – Bidder has demonstrated understanding, with one key component lacking 20 points – Bidder has demonstrated full understanding of all components</p>	20
Maximum score available	50
Minimum score acceptable	35
Score awarded	
B. EXPERIENCE	SCORE
R2. The bidder's demonstrated experience in the analysis of water samples for ultra-trace level total mercury and methyl mercury. Demonstration of this requirement will take the form of a written description of experience including dates of specific projects.	
<p>>15 to 20 years of experience = 10 point >20 to 25 years of experience = 20 points >25 years of experience = 30 points</p>	
Maximum score available	30
Minimum score acceptable	N/A



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.

5.2 Additional Certifications Precedent to Contract Award

5.2.1 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.

5.2.2 Education and Experience

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



PART 6 - RESULTING CONTRACT

Title: Analyze water samples for ultra-trace level total mercury and methyl mercury

6.1 Security Requirement

6.1.1 There is no security requirement applicable to the Contract.

6.2. Insurance Requirements

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

6.3. Statement of Work

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

6.4. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

6.4.1 General Conditions

2010B (2021-12-02) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "36 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, 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 06 Subcontracts



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

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

At Section 19 Copyright

Delete: In its entirety

Insert:

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.

6. No restrictions other than those set out in this section must apply to Canada's use of the Material or of translated versions of the Material.

6.4.2 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)).

6.5. Term of Contract

6.5.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2025 inclusive.



6.6. Authorities

6.6.1 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.

6.6.2 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.

6.6.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

6.7. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be



reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

6.8. Payment

6.8.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____. Customs duties are included and Applicable Taxes are extra.

6.8.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. 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.

6.9. Invoicing Instructions

6.9.1 Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
all such documents have been verified by Canada;
the Work performed has been accepted by Canada.

6.10. Certifications and Additional Information

6.10.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.



6.11. Applicable Laws

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

6.12. Insurance

6.12.1 Insurance Requirements

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

6.13. Examination of Contractor's Capabilities

The Contractor agrees that, Canada may conduct, at its discretion, a survey of the Contractor's facilities, to determine the technical capabilities for performance of the Work described in Annex A, Statement of Work. The Contractor hereby agrees to make its facilities, including its resources and documentation, available for this purpose.

6.14. 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".

6.15. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010B (2021-12-02), General Conditions: Professional Services (medium complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on _____" or "as amended on _____" and insert date(s) of clarification(s) or amendment(s)).



ANNEX "A"

STATEMENT OF WORK

TITLE: Analyze water samples for ultra-trace level total mercury and methyl mercury

BACKGROUND

The Integrated Monitoring Plan for the Oil Sands and the Joint Canada/Alberta Implementation Plan for Oil Sands Monitoring require that Environment and Climate Change Canada continue long-term water quality monitoring at a number of sites on the Athabasca River and tributaries, Peace River, Slave River and sites within the Peace-Athabasca Delta. Parameters to be monitored include both total mercury and methyl mercury in water.

There will be up to 290 water samples to be analyzed for both total mercury and methyl mercury per year for the duration of the contract. These numbers may increase or decrease, depending upon field conditions which may preclude collecting some samples, and upon QA/QC samples, which may be increased if necessary

STATEMENT OF WORK

The contractor will analyze water samples for ultra-trace level total mercury and methyl mercury, and must be accredited by the Canadian Association for Laboratory Accreditation for these analyses, as described below. The contractor must have extensive experience, both recent and long-term, in these analyses.

Total mercury and methyl mercury analyses of water must be accredited by the Canadian Association for Laboratory Accreditation (CALA) to ISO/IEC 17025.

Total mercury analyses in water must be performed within the 28 day holding time.

Total mercury measurements in water are to be based upon the SnCl₂ reduction method, gold amalgam trapping, with fluorescence detection (EPA1631e). For water samples, a method detection limit (MDL) of 0.04 ng mercury per litre with a 50 ml sample is required.

Methyl mercury measurements in water will employ an ethylation step followed by purge and trap/GC separation and fluorescence detection (EPA1630). For water samples, a method detection limit of 0.01 ng mercury per litre with 40 ml sample or 0.03 ng mercury per litre with 20 ml sample is required.

Analytical results must be transferred to the Technical Authority within 4 weeks of receipt of samples.

The Contractor must participate in, at its own expense, relevant Quality Assurance programs and proficiency tests to maintain accreditation. The Contractor must reveal to the Technical Authority all the results, quality records, reports and correspondences in connection with the studies upon request and at no cost to the Technical Authority. If any accreditation is revoked the Contractor must advise the Technical Authority immediately.

The Contractor shall advise the Technical Authority as to the appropriate field sampling protocols and any field preservation requirements. The Contractor shall provide required sampling containers at no additional cost, and powder-free gloves at a cost to be determined by the Contractor.

The Contractor agrees to promptly notify the Technical Authority if any samples are damaged (container broken), spoiled (left unattended at ambient temperature), mixed-up, discarded, or lost. If the Contractor is found responsible for causing damage, spoilage, misidentification or loss of samples, or allows samples to exceed standard holding times for the specific test, the Contractor will agree to compensate the Technical Authority for any direct re-sampling costs which will be determined by the Technical Authority. This may



include sample shipping costs and any other costs associate with re-sampling as deemed fit by the Technical Authority.

The Contractor must store sample extracts and unanalyzed remainder of samples for a minimum of 90 days after delivery of the final data report at no additional cost to the Technical Authority. Within those 90 days, the Technical Authority has the right to request re-analysis and/or re-work if analysis was not performed in accordance with the Agreement. After 90 days the Contractor may dispose of the remaining samples or extracts, unless otherwise requested by the Technical Authority. Disposal of samples must be conducted within the boundary of all applicable federal, provincial and city laws at no extra charge to Environment and Climate Change Canada.

The Contractor will receive samples in coolers delivered by courier (ground or air) from Mondays through Fridays, except all statutory holidays, from Environment and Climate Change Canada.

The Contractor must establish a continuity/chain of custody form for sample tracking which must be appended to the final data report.

The Contractor must ensure that the site names and numbers on the sample containers correspond to those on the submission sheet; inspect sample containers to ensure all samples have been received in good condition, and measure and record internal cooler temperature on arrival. These recordings must become part of the data report file. All discrepancies or problems with sample condition must be reported to the Technical Authority immediately.

The Contractor must ensure that all water samples are properly preserved after their receipt and prior to extraction or analysis. Any chemical preservatives added to samples upon receipt at the Contractor's premises must be documented and must be done according to the established or published methods as described previously in paragraphs two through seven of this section.

Test results must be provided by the contractor within the turnaround times indicated below in electronic file format. Analytical reports must include internal quality assurance information (eg. SRMs, spike recovery for batches, duplicates and blanks). There will be no extra charge to the Technical Authority for formatting and transporting results into the Environment and Climate Change Canada database. An example of the format required for the ingress into the Environment and Climate Change Canada Database can be found in Appendix B.

All data reports/certificates of analysis must include pertinent Quality Assurance / Quality Control (QA/QC) data and must be approved and certified by authorized personnel of the Contractor prior to release to the Technical Authority.

Quality records will be maintained to demonstrate conformance to specified requirements and the effective operation of the quality system of the Contractor. All records will be legible and stored such that they are readily retrievable in facilities that provide a suitable environment to prevent damage or deterioration and to prevent loss. All raw data and pertinent internal quality control data will be made available for evaluation by the Technical Authority or their representative for an agreed period, and all such records must be archived for a minimum of 3 years. (Quality records may be in the form of any type of media, such as hard copy or electronic media, and may include raw data, control charts and chromatograms).

The Contractor must complete the analysis within the shelf life of the sample.

The Contractor must report results within 30 calendar days from receipt of sample.

The Contractor's laboratory must be in a location where delivery of samples is achievable in 72 hours or less from time of shipment. This time frame must include potential customs clearance.

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*. Procurement documents will specify the accessibility criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

Deliverables:

The contractor must provide the analyte data in MS Excel format, including QA/QC data (e.g., spikes, blanks, recoveries, etc) to the satisfaction of the departmental representative. Information will be provided via e-mail.

All deliverables are to be submitted to the Technical Authority by March 31 of each year of this contract.



APPENDIX “B” to ANNEX “A”

Methyl and Total Mercury Transfer File Format

Example of two samples

15 2013PN200227	319 074475	0.04 <	0.87 2014.04.01	leaveempty	2014.03.18 11:21
66731					
15 2013PN330016	325 074475	0.04 >	0.62 2013.06.26	AL07KF0006	2013.05.30 11:35
63626					

FLAT FILE text using an equal spacing font (i.e. courier). File format should be .txt, .prn, or .csv

- Where position 1 to 2 is lab code
- 3 is a space
- 4 to 15 is the X=client sample number
- 16 is a space
- 17 to 22 is project number
- 23 is a space
- 24 to 29 is vmv code
- 30 is a space
- 31 to 45 is method detection limit
- 46 is a space
- 47 is the flag value (i.e. < or >)
- 48 is a space
- 49 to 63 is value result
- 64 is a space
- 65 to 74 analysis date: YYYY.MM.DD
- 75 is a space
- 76 to 85 is ENVIRODAT station (leave empty if panel sample, if station is sampled it will have AL##XX#### format in sample details column)
- 86 is a space
- 87 to 96 is sample date: YYYY.MM.DD
- 97 is a space
- 98 to 102 is sample time HH:MM
- 103 to 107 is a space
- 108 to 116 is Lab ID number



ANNEX “B”

BASIS OF PAYMENT

The Contractor will be paid as follows:

The Contractor will be paid as follows on a per sample unit, per analysis basis. These number of samples and prices 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.

The Contractor must provide a firm per sample price.

Initial Contract Period (Contract Period 1) - Contract Award to March 31, 2023		
Number of samples (A)	Price per Sample (B)	Price (C) (A)*(B)
290	\$ _____	\$ _____
Total Price for Initial Contract Period (Total of Column (C))	\$ _____ applicable taxes extra	

Contract Period 2 - April 1, 2023 to March 31, 2024		
Number of samples (A)	Price per Sample (B)	Price (C) (A)*(B)
290	\$ _____	\$ _____
Total Price for Contract Period 2 (Total of Column (C))	\$ _____ applicable taxes extra	



Contract Period 3 - April 1, 2024 to March 31, 2025		
Number of samples (A)	Price per Sample (B)	Price (C) (A)*(B)
290	\$ _____	\$ _____
Total Price for Option Period 3 (Total of Column (C))	\$ _____ applicable taxes extra	

Total Evaluated Price (Initial Contract Period + Contract Period 2 + Contract Period 3)	\$ _____ applicable taxes extra
Applicable Taxes	\$ _____
Total Price Including Applicable Taxes	\$ _____