

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada 301 Bishop Drive | 301 promenade Bishop Fredericton, NB, E3C 2M6

Email / Courriel : DFO. Tenders-Soumissions.MPO@dfo-mpo.gc.ca

REQUEST FOR PROPOSAL **DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

			30005088
Title / Titre Chemical Analysi	s of Fish		Date December 5, 2023
Solicitation No. / N 30005088	lº de l'invitation	on	
Client Reference N 30005088	No. / No. de ré	férence	du client(e)
Solicitation Closes	s / L'invitation	n prend f	in
At /à: 14:00 AS		ndard Tin	ne) / HNA (Heure Normale de
On / le: Decmber	27, 2023		
F.O.B. / F.A.B. Destination	Taxes See herein – ci-inclus	– Voir	Duty / Droits See herein — Voir ci-inclus
Destination of Goo services See herein — Voir		ces / De	stinations des biens et
Instructions See herein — Voir	ci-inclus		
Address Inquiries Adresser toute de Pascal Busungu, S Email / Courriel: P	mande de ren enior Contracti	ing Office	er
Delivery Required exigée See herein — Voir		Deliver propos	y Offered / Livraison ée
Vendor Name Add	dress and Rei	oresenta	tive / Nom du vendeur

Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée
Vendor Name, Address and Rep adresse et représentant du foui	•
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur
<u> </u>	rized to sign on behalf of Vendor (type sonne autorisée à signer au nom du caractères d'imprimerie)
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation

1.2 Statement of Work

The Work to be performed is detailed under Annex A of the resulting contract clauses.

1.3 Procurement Strategy for Indigenous Business

1.3.1 Conditional Set-Aside under the Federal Government Procurement Strategy for Indigenous Business (PSIB)

This is an open tender. However, it will be conditionally set-aside under the Government of Canada's Procurement Strategy for Indigenous Business (PSIB) if two or more bids have been received by Indigenous businesses who are certified under the Procurement Strategy for Indigenous Business (PSIB) criteria and who may be listed in the Government of Canada's Indigenous Business Directory (https://www.sac-isc.gc.ca/eng/1100100033057/1610797769658).

If your Indigenous business is not yet registered in the Indigenous Business Directory, please do so at the link provided above. If bids from two or more Indigenous businesses are compliant with the terms of the Request for Proposal, the contracting authority will limit the competition to those Indigenous businesses and will not consider bids from any non-Indigenous businesses that may have been submitted.

If the bids from the Indigenous businesses are found to be non-compliant or non-responsive or are withdrawn, such that fewer than two compliant bids from Indigenous businesses remain, bids from all of the non-Indigenous businesses that had submitted bids will then be considered by the contracting authority.

1.4 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 or by telephone.

1.5 Trade Agreements

The requirement is subject to the Canadian Free Trade Agreement (CFTA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Completeness of the Bid Checklist

Bids will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

Complete (Y/N)	Action Taken
	Certifications and securities required at bid closing are included.
	Bids are properly signed, that the bidder is properly identified.
	Acceptance of the terms and conditions of the bid solicitation and resulting contract.
	All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
	All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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.

2.4 Applicable Laws

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

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.

2.5 Basis for Canada's Ownership of Intellectual Property

The Department of Fisheries and Oceans 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 <u>Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts</u>: the Intellectual Property in Foreground Information consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

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 <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge</u> and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$30,300 for goods and \$121,200 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

(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 the Bidder submit all its email bid in separately saved sections as follows and prior to the bid closing date, time and location:

Section I: **Technical Bid** (one soft copy in PDF format) Section II: Financial Bid (one soft copy in PDF format) **Section III: Certifications** (one soft copy in PDF format)

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule in Attachment 1 to Part 3.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

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ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

Under any resulting contract, Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

1.0 Professional Fees

The contractor will be paid all-inclusive firm unit prices as follows:

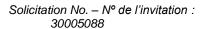
I	NITIAL CONTRA	CT PERIOD: F	ROM CONTRACT AWA	ARD TO MARCH 28	3, 2024
Sample Type	Sample status	Analysis Type	Level of Effort in % <mark>**</mark> (A)	Price per Sample (B)	Extended Price (C) = (A) x (B)
		THg	3.40	\$	\$
		MeHg	3.40	\$	\$
		LOI	3.40	\$	\$
Sediment	Francis wat	ICP	3.40	\$	\$
(Large bag)	Frozen, wet	CN	3.40	\$	\$
		LOD	3.40	\$	\$
		FD	3.40	\$	\$
		Homo	3.40	\$	\$
		THg	10.41	\$	\$
		MeHg	10.41	\$	\$
		LOI	8.19	\$	\$
Sediment (small bag)	Frozen, wet	ICP	4.50	\$	\$
,		LOD	4.78	\$	\$
		FD	10.41	\$	\$
		Homo	10.41	\$	\$
Fish tissues	FD and Hom	THg	2.58	\$	\$

		MeHg	2.58	\$	\$
		THg	0.22	\$	\$
		MeHg	0.22	\$	\$
Fish feed Froze	Frozen, wet	LOD	0.22	\$	\$
		FD	0.22	\$	\$
		Homo	0.22	\$	\$
		THg	0.86	\$	\$
		MeHg	0.86	\$	\$
Fish feces	Frozen, wet	LOD	0.86	\$	\$
		FD	0.86	\$	\$
		Homo	0.86	\$	\$
		THg	0.42	\$	\$
		MeHg	0.42	\$	\$
Invertebrates	Frozen, wet	LOD	0.42	\$	\$
		FD	0.42	\$	\$
		Homo	0.42	\$	\$
wotor	Frozon	THg	0.54	\$	\$
water	Frozen	MeHg	0.54	\$	\$
	то	TAL ALL-INCLU	JSIVE ESTIMATED PRICE	E (Excluding taxes)	\$

	OPT	TION PERIOD:	APRIL 1, 2024 TO MA	RCH 31, 2025	
Sample Type	Sample status	Analysis Type	Level of Effort in % <mark>**</mark> (A)	Price per Sample (B)	Extended Price (C) = (A) x (B)
		THg	3.40	\$	\$
		MeHg	3.40	\$	\$
Sediment (Large bag)	Frozen, wet	LOI	3.40	\$	\$
, ,		ICP	3.40	\$	\$
		CN	3.40	\$	\$

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	ı	1		
		LOD	3.40	\$ \$
		FD	3.40	\$ \$
		Homo	3.40	\$ \$
		THg	10.41	\$ \$
		MeHg	10.41	\$ \$
		LOI	8.19	\$ \$
Sediment (small bag)	Frozen, wet	ICP	4.50	\$ \$
, J		LOD	4.78	\$ \$
		FD	10.41	\$ \$
		Homo	10.41	\$ \$
Fig. (in any or	5 D 111	THg	2.58	\$ \$
Fish tissues	FD and Hom	MeHg	2.58	\$ \$
		THg	0.22	\$ \$
		MeHg	0.22	\$ \$
Fish feed	Frozen, wet	LOD	0.22	\$ \$
		FD	0.22	\$ \$
		Homo	0.22	\$ \$
		THg	0.86	\$ \$
		MeHg	0.86	\$ \$
Fish feces	Frozen, wet	LOD	0.86	\$ \$
		FD	0.86	\$ \$
		Homo	0.86	\$ \$
		THg	0.42	\$ \$
		MeHg	0.42	\$ \$
Invertebrates	Frozen, wet	LOD	0.42	\$ \$
		FD	0.42	\$ \$
		Homo	0.42	\$ \$
water	Frozen	THg	0.54	\$ \$



	MeHg	0.54	\$	\$
-	TOTAL ALL-INC	LUSIVE ESTIMATEDPRIC	CE (Excluding taxes)	\$

**Level of effort are for evaluation purpose only and is the estimated proportion of number of sample to be analyzed.

For Evaluation purpose only

Contract period	Total estimated all-inclusive
Initial Contract Period : Contract Award to March 28, 2024	\$
Option period 1: April 1, 2024 – March 31, 2025	\$
Total Evaluated Price (excluding taxes):	\$

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

4.1.1.1 Mandatory Technical Criteria

Refer to annex "C"

4.1.1.2 Point Rated Technical Criteria

Refer to annex "C"

4.1.3 Financial Evaluation

4.1.3.1 Maximum Funding

The maximum funding available for the Contract resulting from the bid solicitation is \$120,000.00 (Applicable Taxes extra) per contract period. Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Rated Within Budget

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum points for the technical evaluation criteria which are subject to point rating.
- Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid
 with the highest number of points will be recommended for award of a contract,
 provided that the total evaluated price does not exceed the budget available for this
 requirement.

PART 5 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

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 <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Set-aside for Indigenous Business

1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business, For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see Annex 9.4, Supply Manual.

2. The Bidder:

- certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
- agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the abovementioned annex; and
- iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
- 3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.

OR

Canada

- () The Bidder is either a joint venture consisting of two or more ii. Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.
- 4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
- 5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.1.2.2 Owner Certification - Set-aside for Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner who is Indigenous:

Cerun	incation for each owner who is marge	ilous.
1.		(insert name of business), and an nnex 9.4 of the Supply Manual entitled ogram for Indigenous Business".
2.	I certify that the above statement is upon request by Indigenous Service	
Printe	red name of owner	
Signa	ature of owner	
Date		

5.2 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.

5.2.1 **Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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 at the bottom of the page of the Employment and Social Development Canada (ESDC) - <a href="Labour's Labour's Labou

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

5.2.3.2 Education and Experience

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

5.2.3.3 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in **Attachment 1 to Part 5**.

5.2.3.4 Contractor's Representative

	•	
Name:		
Title:		
Address:		
Telephone:		
Facsimile:		
E-mail:		

The Contractor's Representative for the Contract is:

5.2.3.5 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

a)	The legal name of the entity or individual, as applicable (the name
,	associated with the Social Insurance Number (SIN) or Business
	Number (BN), as well as the address and the postal code:

b) The status of the contractor (individual, unincorporated business, corporation or partnership:

c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

5.2.3.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

() MasterCard Acquisition Card;

5.2.4 Former Public Servant

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

) Direct Deposit (Domestic and International);

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 majority 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension

Former Public Servant in Receipt of a Pension

payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.



Yes () No ()

If so, the Bidder must provide the following information, for all FPSs 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

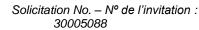
Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

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.

Print Name	
Signature	



The following certification signed by the contractor or an authorized officer:				
"I certify that I have examined the information provided above and that it is correct and complete"				
Signature				
Print Name of Signatory				

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ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

List of names for integrity verification form

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PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 **Security Requirements**

There is no security requirement applicable to the Contract.

Statement of Work 6.2

Canada

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

6.3 **Standard Clauses and Conditions**

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 **General Conditions**

- 6.3.1.1 2010B (2022-12-01), General Conditions Professional Services (Medium Complexity) apply to and form part of the Contract.
- 6.3.2.1 Subsection 10 of 2010B (2022-12-01), General Conditions Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2013-03-21), Invoice submission

Invoice submission Insert:

- 1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: Project Authority and AP Coder (to be inserted at contract award). The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
- 2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date:
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts):
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);

- h. DFO Contact Name (Project Authority (to be inserted at contract award). Note: Invoice will be return to the Contractor if that information is not provided);
- Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- j. Deduction for holdback, if applicable;
- k. The extension of the totals, if applicable; and
- I. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.3.2 Supplemental General Conditions

4007 (2022-12-01) Canada to own intellectual property rights in Foreground Information, apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 28, 2024 inclusive.

6.4.2 Option to Extend the Contract

Contract by up to One (1) 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 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Pascal Busungu
Title: Contracting Officer

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Fisheries and Oceans Canada Department: Directorate: Materiel and Procurement Services

Address: 301 Bishop drive, Fredericton, NB, E3C 2MC

Telephone: 506-429-6269

E-mail address: Pascal.Busungu@dfo-mpo.gc.ca

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

6.5.2

Project Authority (to be inserted at contract award)					
The Project Authority for the Contract is:					
Name:					
The Project Authority 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 Project Authority, however the Project 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.					
Contractor's Representative (to be inserted at contract award)					
Name:					

6.6 **Proactive Disclosure of Contracts with Former Public Servants**

6.5.3

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.

6.7 **Payment**

6.7.1 **Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.7.2 **Limitation of Expenditure**

- Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are included and Applicable Taxes are extra.
- 2. 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:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

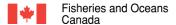
whichever comes first.

3. 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.

6.7.3 **Methods of Payment - Multiple Payments**

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.



6.7.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

- The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.
- Payments will be made provided that the invoice(s) are emailed to DFO Accounts
 Payable at DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: Project Authority and AP Coder (to be inserted at contract award) and provides the required information as stated in subsection 6.8.1 above.

6.9 Certifications and Additional Information

6.9.1 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.

6.9.2 SACC Manual Clauses (will be removed if the procurement is not set-aside)

SACC Manual clause A3000C (2022-05-12), Indigenous Business Certification

6.10 Applicable Laws

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

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions <u>4007</u> (2022-12-01) Canada to own intellectual property rights in Foreground Information;
- (c) the general conditions <u>2010B</u> (2022-12-01), General Conditions Professional Services (Medium Complexity):
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____

6.12 Insurance – No Specific Requirements (G1005C (2016-01-28))

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 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) 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.
- (c) 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.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".
- (e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.
- (f) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca.

6.14 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

- a) Paper consumption:
 - Provide and transmit draft reports, final reports in electronic format. Should printed
 material be required, double sided printing in black and white format is the default unless
 otherwise specified by the Project Authority.
 - Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
 - Recycle unneeded printed documents (in accordance with Security requirements).
- b) Travel requirements:

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- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.

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ANNEX " A " - STATEMENT OF WORK

1.0 Contract Title

Chemical analysis of animal tissues, fish feed, fish feces, water and sediment to assess environmental impacts of fish farming.

2.0 Background Statement

In June 2022, Biigtigong Nishnaabeg, a First Nation located just east of Marathon, Ontario licensed an aquaculture facility in the Peninsula Harbour area of Lake Superior, an area of the lake designated as an Area of Concern for mercury and PCB contamination. DFO Science surveyed sediment at the farm and at reference sites as part of a science program looking at cumulative effects. Operation of the farm for 1 growing season resulted in a visible accumulation of organic waste on the sediment and altered sediment and porewater chemistry. An unanticipated finding was that those impacts to the sediment in turn affected mercury mobility and methylation. Detection of elevated mercury methylation in the area with waste accumulation resulted in a decision by Biigtigong Nishnaabeg to suspend the farm license as well as cancellation of the DFO science project. DFO Science at the request of and in collaboration with Biigtigong Nishnaabeg, is now assessing the severity of contamination and measuring/predicting recovery trajectory by comparing how conditions change over time since farm closure.

In 2023, DFO Science, in collaboration with Biigtigong Nishnaabeg Sustainability Department staff, collected a wide range of samples from locations under and around the fish farm as well as from reference locations (sediment samples, tissue samples of invertebrates and fish, etc.). DFO Science is also conducting experiments to examine methylation of mercury in sediment and to look at mercury and methylmercury assimilation/excretion by farmed fish and these experiments will generate samples of feed, fish faecal material and water that need to be analyzed. Samples are to be analyzed for total mercury, methylmercury, organic content by loss on ignition, elemental analysis of metals via ICP-MS, and elemental carbon and nitrogen analysis.

3.0 Objectives of the Requirement

The objective of this requirement is to obtain the highest quality possible analysis of the samples for a wide suite of analytical parameters necessary to understand how fish farming is affecting ecological conditions, in particular, mercury availability and methylation. Because the intention of the project is to estimate recovery times based on measurement of changes in conditions since farm closure, it is very important that analytical methods are the same and reporting limits (also called detection limits by some labs), particularly for mercury and methylmercury analysis are the same or better (smaller) as the 2022 analyses. The list of the different types of sample matrices as well as the parameters for analysis are presented in the included List of Samples.

Samples will be provided to the contractor frozen; most will be wet and frozen, fish tissues will be previously freeze-dried and homogenized. Water samples will be provided frozen and unfiltered. Prior to subsampling, all samples that are provided wet and frozen are to be weighed, freeze-dried and then reweighed to provide the Project Authority with a measurement of sample water content.

Limitations to field time resulted in sample collection being limited to a single bag at each location, unlike previous years when additional separate bags were collected for each analyte group. Thus it is necessary that the contractor be able to conduct all the required analyses from the single sample provided.

The contractor must follow accepted standard methods to prepare, thoroughly homogenize and subsample the material to ensure representative results. Analysis times are not to exceed accepted

hold times. If any sample material in excess of that required for the analysis exists, it is to be held in a condition that does not jeopardize sample quality and then returned to the Project Authority so that a sample may be reanalyzed if results are questioned.

It is of importance the laboratory be accredited (e.g. ISO 17025) by a recognized accreditation body (e.g. CALA, CSS) to ensure quality of laboratory processes and analyses. The accreditation scope needs to include the specified analytical methods where accreditation for that analysis or procedure is possible. It is vital to meet the objective of this work that the data be comparable across years. Therefore the reporting limits offered by the contracting lab given the mass of material offered must meet or exceed (be lower than) those applied to the 2022 data set. The contractor is required to provide proof of accreditation, to provide information as to the scope of that accreditation, and to provide information on their minimum reporting limits in ng/g dry weight or ng/L where appropriate for each analyte given the mass of sample provided.

Sample types:

- up to 1155 wet and frozen sediment samples stored in whirl-pak bags (wet weight of material in each large bag ranges 90-150g, in each small bag ranges 20-30g)
- up to 125 frozen samples of invertebrates, fish feed and fish feces,
- up to 216 freeze dried and homogenized samples of fish tissues, and
- up to 45 frozen unfiltered water samples will be sent to the lab for analysis.

The final product will consist of Excel spreadsheet including all the data.

4.0 Scope of Work

4.1 Parameters and analysis methods

Contractor to provide a list of their expected hold times and must guarantee that analysis will take place within the acceptable hold time limits for each analyte/matrix combination.

Analysis must follow, where one exists, a published and internationally accepted standard method (e.g., standard methods developed and published by ATSM International, US Environmental Protection Agency) and the laboratory accreditation scope should include that analysis where accreditation for that method is available. If no standard published method exists dure to the specialized nature of the an analytical process, then an explicit Quality Assurance/Quality control approach must be documented and adhered to by the laboratory and a copy provided to the Project Authority. Additionally, as an objective of this program is to measure and predict time to recovery of the affected ecosystem components, it is extremely important that the data be comparable across years. Therefore, the same analytical process as was used in 2022 must be followed, and these are specified below by analyte and matrix.

4.1.1.THg Analysis

THg in sediment, fish, invertebrates, fish feed and fish feces to be done by thermal decomposition followed by atomic absorption spectrophotometry detection(Direct Mercury Analysis).

THg in water to be done by cold vapour atomic fluorescence spectroscopy detection.

4.1.2.MeHg Analysis

MeHg analysis to be done by aqueous phase ethylatiion and cold vapour atomic fluorescence spectroscopy (CVAFS).

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Analysis of solid samples (sediment, fish, invertebrates, fish feed and fish feces) is to be done in two steps. Step 1: Digestion of MeHg into solution; and Step 2: Quantification of MeHg using aqueous phase ethylation, chromatographic separations and CVAFS detection.

4.1.3. Organic Content by Loss on Ignition Loss on Ignition – mass loss in samples heated to 950 °C.

4.1.4. Elemental Analysis by ICP-MS

Analysis of solid samples (sediment, fish, invertebrates, fish feed and fish feces) is to be done in two steps. Step 1: Microwave digestion in HNO3 or A.R.; and Step 2: Quantification by Inductively Coupled Plasma Mass Spectrometry.

4.1.5. Elemental CN analysis

Elemental CN analysis is to be done by combustion/oxidation, followed by heated chromatography, and measurement by a thermal conductivity detector.

Any modifications from published and internationally accepted standard methods need to be disclosed to Project Authority in advance along with supporting documentation to demonstrate that modifications have received acceptable scrutiny and will not impact data quality.

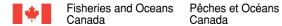
4.2 Quality Assurance/Quality Control (QA/QC)

Principles to ensure the reliability of results and to provide information with which to evaluate the quality of the data are to be followed. These will include use of minimum r² on instrument calibrations with internal standards, spike recovery checks, analysis of blanks, analysis of Certified Reference Material, and analysis of duplicates with minimum acceptable recovery and relative differences. The frequency of these checks and acceptance criteria must be disclosed to the Project Authority and the contractor is to provide proof that these are consistent with or are better than approved standard methods and their Accreditation body specification.

4.3 Minimum reporting limits:

As an objective of this program is to measure and predict time to recovery of the affected ecosystem components, it is extremely important that the data be comparable across years. It is possible for accredited labs to have different reporting limits even if they use the same methods: therefore, we specify that the contractor's reporting limits (note that these may be called detection limits by some labs) must at least meet the following or be better than (i.e., be lower than) but may not be higher. If a contractor cannot meet all of these MRL, then the priority is to be placed on meeting the mercury (total and methylmercury) analysis reporting limits.

The contractor is to supply a list of their reporting limits given the mass of the samples provided and units must be in ng/g or ng/L for mercury and ug/g or % for ICP, LOI and CN analyses.



Minimum reporting limits required for mercury analysis (total and methylmercury)

Matrix	THg	MeHg
sediment	0.1 ng/g	0.02 ng/g
water	0.05 ng/L	0.01 ng/L
Fish tissue	0.1 ng/g	0.02 ng/g
Invert tissue	0.1 ng/g	0.02 ng/g
Fish feces	0.1 ng/g	0.02 ng/g
Fish feed	0.1 ng/g	0.02 ng/g

Minimum Reporting Limits required for elemental analysis via ICP-MS of sediment

Sediment Analysis MDLs					
Carbon	0.05%				
Nitrogen	0.20%				
Aluminum	100ug/g				
Arsenic	0.2ug/g				
Barium	0.1ug/g				
Boron	1ug/g				
Cadmium	0.05ug/g				
Cobalt	0.1ug/g				
Copper	0.5ug/g				
Iron	100ug/g				
Lead	0.1ug/g				
Lithium	0.5ug/g				
Magnesium	100ug/g				
Manganese	0.2ug/g				
Molybdenum	0.1ug/g				
Nickel	0.5ug/g				
Potassium	100ug/g				
Selenium	0.5ug/g				
Sodium	100ug/g				
Strontium	0.1ug/g				
Zinc	1ug/g				

5.0 Tasks

- When the Contractor receives samples provided by the Project Authority, they must immediately a. check them against a provided inventory list. Any deviations to be reported within 48 hours.
- b. Contractor must obtain wet weights of samples prior to freeze-drying.
- Samples must be weighed again after freeze-drying is complete and % weight loss recorded. C.
- Samples must be thoroughly homogenized and subsampled according to standard methods. d.
- Contractor must then analyzed the samples (see list of samples) according to the Analysis e. Submissions Forms.
- f. Data must be returned to the Project Authority in an excel spreadsheet and must include results of all QA/QC tests.

List of samples. Note that all numbers are maximum not the expected number to be submitted:

				An	alysis	Туре				
Sample Type	THg	MeHg	LOI	ICP	CN	%water	FD	Homo	Sample status	
Sediment (Large bag)	284	284	284	284	284	284	284	284	Frozen, wet	
Sediment (small bag)	871	871	685	376		400	871	871	Frozen, wet	
Fish tissues	216	216							FD and Hom	
Fish feed	18	18				18	18	18	Frozen, wet	
Fish feces	72	72				72	72	72	Frozen, wet	
Invertebrates	35	35				35	35	35	Frozen, wet	
water	45	45							Frozen, unfiltered	
Max # of samples	1541	1541	969	660	284	809	1280	1280		

THg: Total mercury MeHg: Methylmercury

LOI: organic content by loss on ignition at 990°C

ICP: elemental analysis via ICP-MS

CN: elemental carbon and nitrogen analysis

% Water: Loss on Drying (%Moisture): water content of the samples as calculated by weight

loss after drying to stable weight

FD: Freeze drying Hom: Homogenized

6.0 Contractor Responsibilities

Equipment and supplies

All the equipment and supplies needed to complete sample analyses shall be provided by the Contractor, no DFO equipment shall be required.

All supplies to be used for the analysis shall be included in the price per sample.

7.0 Canada's Responsibilities

Fisheries and Oceans Canada (DFO) will provide the Contractor with up to 1155 frozen wet sediment samples in whirl-paks (up to 284 in large whirl-paks and up to 871 in small whir-paks), up to 125 frozen invertebrates, fish feed and fish feces in whirl-paks, up to 216 freeze dried and homogenized fish tissues in whirl-paks and up to 45 frozen, unfiltered water samples in bottles (details see the "List of Sample" table), and Laboratory submission forms containing sample information and requested analysis.

8.0 Deliverables

Data to be entered in Excel spreadsheets and send to DFO Project Authority by email.

9.0 Location of Work

Work will be performed at the Contractor's own place of business.

10.0 Language of Work

Language of deliverables and all communications will be English.

11.0 **Constraints**

Work must be completed by March 28, of each contract period .

ANNEX "B" - BASIS OF PAYMENT

1. Professional Fees

The contractor will be paid all-inclusive firm unit prices.

Canada will not accept travel and living expenses that may need to be incurred by the contractor for any relocation of resources required to satisfy its contractual obligations.

The Contractor will be paid all-inclusive firm unit prices as follows, for work performed in accordance with the Statement of Work in Annex "A".

Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (insert the amount at Contract award). Customs duties are included and applicable taxes are extra.

Table A.

INITIAL CONTRACT PERIOD: FROM CONTRACT AWARD TO MARCH 31, 2024					
Sample Type	Sample status	Analysis Type	Price per Sample		
		THg	\$		
	Frozen, wet	MeHg	\$		
		LOI	\$		
Sediment		ICP	\$		
(Large bag)		CN	\$		
		LOD	\$		
		FD	\$		
		Homo	\$		
		THg	\$		
		MeHg	\$		
		LOI	\$		
Sediment (small bag)	Frozen, wet	ICP	\$		
		LOD	\$		
		FD	\$		
		Homo	\$		
Fish tissues	FD and Hom	THg	\$		
า เอก แออนฮอ	i D and Hom	MeHg	\$		

		THg	\$
		MeHg	\$
Fish feed	Frozen, wet	LOD	\$
		FD	\$
		Homo	\$
		THg	\$
		MeHg	\$
Fish feces	Frozen, wet	LOD	\$
		FD	\$
		Homo	\$
		THg	\$
		MeHg	\$
Invertebrates	Frozen, wet	LOD	\$
		FD	\$
		Homo	\$

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Table B.

water

OPTION PERIOD: APRIL 1, 2024 TO MARCH 31, 2025						
Sample Type Sample status Analysis Type Price per Sample						
		THg	\$			
		MeHg	\$			
	Frozen Wet	LOI	\$			
Sediment		ICP	\$			
(Large bag)		CN	\$			
		LOD	\$			
		FD	\$			
		Homo	\$			

Frozen

THg

MeHg

\$_

\$_

		THg	\$
	Frozen, wet	MeHg	\$
		LOI	\$
Sediment (small bag)		ICP	\$
(* ** *********************************		LOD	\$
		FD	\$
		Homo	\$
Fish tissues	FD and Hom	THg	\$
Fish dissues	FD and Hom	MeHg	\$
		THg	\$
	Frozen, wet	MeHg	\$
Fish feed		LOD	\$
		FD	\$
		Homo	\$
		THg	\$
	Frozen, wet	MeHg	\$
Fish feces		LOD	\$
		FD	\$
		Homo	\$
		THg	\$
		MeHg	\$
Invertebrates	Frozen, wet	LOD	\$
		FD	\$
		Homo	\$
water	Frozen	THg	\$
	1102611	MeHg	\$

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2. Payment Schedule

Payment shall be two lump sums upon completion and receipt of data, acceptance by the DFO Project Authority and receipt of invoice.

- 2.1 **Payment 1 (50% of total contract value):** payment upon completion of approximately half of samples and receipt of data, acceptance by the DFO Project Authority and receipt of invoice.
- 2.2 **Payment 2_(50% of total contract value):** payment upon completion of all of samples and receipt of data, acceptance by the DFO Project Authority and receipt of invoice.

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ANNEX " C " - EVALUATION CRITERIA

1. Mandatory Criteria

ITEM	MANDATORY CRITERIA	CROSS- REFERENCE TO PROPOSAL
M1	Bidders must provide proof that they currently hold at least one of the following accreditations in testing and calibration standards for analytical chemistry laboratories: I. Standards Council of Canada; II. Canadian Association for Laboratory Accreditation (CALA) or III. Other internationally accepted accreditation equivalent to ISO/IEC 17025 To demonstrate this, bidders must provide a copy of their accreditation certificate and their current Scope of Accreditation document. Scope of Accreditation must cover the analysis methods as per Statement of Work where accreditation is possible.	
M2	Bidders must be able to perform analyses as specified in section 4.1 of the Statement of Work. To demonstrate this, bidder must complete table A found at Appendix 1 to Annex C, Analysis Table.	
МЗ	Bidder must meet or exceed (be capable of lower quantification) the limits as specified in Section 4.3 of the SOW for Minimum reporting limits for mercury analysis (total and methylmercury). To demonstrate this, bidders must complete Table B found at Appendix 1 to Annex C, Minimum reporting limits for mercury analysis (total and methylmercury).	
M4	Bidders must demonstrate that they can provide services as described in the SOW. To demonstrate this, bidders must include a signed and dated Appendix 2 to Annex C, Chemical Analysis Attestation.	

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2. Rated Criteria

ITEM	Rated Criteria	Score	CROSS- REFERENCE TO PROPOSAL
R1	For M3, 1 point will be given to each limit exceeded for the limit for Minimum reporting limits for mercury analysis (total and methylmercury) to a maximum of 12 points.	/12 points	
R2	Bidder should meet or exceed the limits (be capable of lower quantification) as specified in section 4.3 of the SOW for the Minimum reporting Limits for elemental analysis via ICP-MS of sediment. Point will be given as follow: - 1 point for each limit met to a max of 21 points - 1 point for each limit exceed to maximum of 21 points To demonstrate this, bidders must complete Table C found at Appendix A to Annex C, Minimum reporting Limits for elemental analysis via ICP-MS of sediment.	/42 points	
	Minimum passing Score: 10 points Maximum Points: 54 points	/54 points	

APPENDIX 1 to ANNEX C

Instructions: BIDDER SHOULD COMPLETE ALL CELLS IN EACH TABLE IN ORDER TO BE **EVALAUTED FOR COMPLIANCY AGAINT M2, M3, M4 and R2.**

Table A. Analysis Table

Analysis	Can you (bidder) perform this analysis Yes/No	Provide standard method
THg analysis of solid matrix samples (fish and invertebrate tissues, fish feed, fish feces, and sediment) by atomic absorption spectrophotometry.		
THg in water to be done by cold vapour atomic fluorescence spectroscopy.		
MeHg analysis of solid matrix samples (fish and invertebrate tissues, fish feed, fish feces, and sediment) to be done by cold vapour atomic fluorescence spectroscopy.		
Loss on Ignition to be measured by mass loss from dried sample after Ignition to 950°C		
Elemental analysis of solid matrix samples (fish and invertebrate tissues, fish feed, fish feces, and sediment) via microwave digestion in HNO3 or A.R. followed by Inductively Coupled Plasma Mass Spectrometry		
Elemental CN analysis is to be done by combustion/oxidation, followed by heated chromatography, and measurement by a thermal conductivity detector		

Table B. Minimum reporting limits (dry weight basis) for mercury analysis (total and methylmercury)

SAMPLE TYPE	MATRIX		Bidder Minimum reporting limits	
	THg	MeHg	THg	MeHg
Sediment	0.1 ng/g	0.02 ng/g	ng/g	ng/g
Water	0.05 ng/L	0.01 ng/L	ng/L	ng/L
Fish Tissue	0.1 ng/g	0.02 ng/g	ng/g	ng/g
Invert Tissue	0.1 ng/g	0.02 ng/g	ng/g	ng/g
Fish Feces	0.1 ng/g	0.02 ng/g	ng/g	ng/g
Fish Feed	0.1 ng/g	0.02 ng/g	ng/g	ng/g

Table C. Minimum reporting Limits for elemental analysis via ICP-MS of sediment

Sediment Ana	Bidder Minimum reporting Limits for elemental analysis via ICP-MS of sediment	
Carbon	0.05%	
Nitrogen	0.20%	
Aluminum	100ug/g	
Arsenic	0.2ug/g	
Barium	0.1ug/g	
Boron	1ug/g	
Cadmium	0.05ug/g	
Cobalt	0.1ug/g	
Copper	0.5ug/g	
Iron	100ug/g	
Lead	0.1ug/g	
Lithium	0.5ug/g	
Magnesium	100ug/g	
Manganese	0.2ug/g	
Molybdenum	0.1ug/g	
Nickel	0.5ug/g	
Potassium	100ug/g	
Selenium	0.5ug/g	
Sodium	100ug/g	
Strontium	0.1ug/g	
Zinc	1ug/g	

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APPENDIX 2 to ANNEX C - CHEMICAL ANALYSIS ATTESTATION

I, (first and last name), as the representative of		
	(name of business) pursuant to	
	(insert solicitation number), warrant and attest to be able to	
provide the	e following conditions as described at Annex A, Statement of Work.	
1.	Lab will follow accepted, published Standard Methods where they exist for each analysis. Where these do not exist, an explicit approach to quality assurance and quality control shall be documented and followed by the lab, and a copy of this approach shall be provided to the Project Authority.	
2.	All Work will be completed prior to March 28th, for each contract period.	
for the dur an attestati or Contrac	t the information provided is true as of the date indicated below and will continue to be true ation of the Contract. I also understand that Canada will declare a contractor in default, if ion is found to be untrue, whether made knowingly or unknowingly, during the bid solicitation to period. Canada reserves the right to ask for additional information at any time. Failure to the any request or requirement imposed by Canada will constitute a default under the	
Signature:		