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|---|--|--|
| <p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Electronic Copy: - Copier électronique : soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT 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 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 Sediment Chemical Analysis and Toxicity Testing</p> | |
| | <p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000072105</p> | |
| | <p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2023-04-25</p> | |
| | <p>Bid Solicitation Closes (YEAR- MM-DD) - La demande de soumissions prend fin (AAAA- MM-JJ) at – à 3 :00 p.m. on – le 2023-05-25</p> | <p>Time Zone – Fuseau horaire Pacific Daylight Time</p> |
| | <p>F.O.B – F.A.B</p> | |
| | <p>Address Enquiries to - Adresser toutes questions à Heidi Noble Heidi.Noble@ec.gc.ca</p> | |
| | <p>Telephone No. – N° de téléphone</p> | <p>Fax No. – N° de Fax</p> |
| | <p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA- MM-JJ) 2024-03-31</p> | |
| | <p>Destination - of Services / Destination des services British Columbia</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 Requirement..... 4

 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 Solicitation 7

 2.5 Applicable Laws 7

 2.6 Bid Challenge and Recourse Mechanisms 8

PART 3 – BID PREPARATION INSTRUCTIONS..... 9

 3.1. Bid Preparation Instructions 9

ATTACHMENT 1 TO PART 3 -..... 11

FINANCIAL BID PRESENTATION SHEET 11

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 16

 4.1 Evaluation Procedures 16

 4.2 Basis of Selection..... 17

ATTACHMENT 1 TO PART 4 18

MANDATORY TECHNICAL CRITERIA..... 18

ATTACHMENT 2 TO PART 4 19

LABORATORY APPLICATION TABLE 19

ATTACHMENT 3 TO PART 4 23

PCB APPLICATION TABLE 23

ATTACHMENT 4 TO PART 4 28

SAMPLE DROP-OFF LOCATION WITHIN 25 KILOMETRES 28

PART 5 - CERTIFICATIONS..... 29

 5.1. Certifications Required with the Bid 29

 5.2 Certifications Precedent to Contract Award and Additional Information 29

PART 6 - RESULTING CONTRACT 31

 6.1 Security Requirement..... 31

 6.2 Statement of Work 31

 6.3. Standard Clauses and Conditions 31

 6.4. Term of Contract 32

 6.5. Authorities 33



| | | |
|---|--|----|
| 6.6 | Proactive Disclosure of Contracts with Former Public Servants..... | 33 |
| 6.7 | Payment | 34 |
| 6.8 | Invoicing Instructions..... | 34 |
| 6.9 | Certifications..... | 35 |
| 6.10 | Applicable Laws | 35 |
| 6.11 | Priority of Documents..... | 35 |
| 6.12 | Insurance – No Specific Requirement | 35 |
| 6.13 | Dispute Resolution | 35 |
| ANNEX A..... | | 37 |
| STATEMENT OF WORK | | 37 |
| Title: Sediment Chemical Analysis and Toxicity Testing..... | | 37 |
| ANNEX B..... | | 50 |
| BASIS OF PAYMENT..... | | 50 |



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 fifteen (15) working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.



PART 2 – BIDDER INSTRUCTIONS

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 PWGSC *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”

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

Delete: In its entirety

Insert: “Deleted”



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

Delete: "sixty (60) days"

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

2.2 Submission of Bids

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

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 British Columbia.

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 - Buyandsell.gc.ca](#) 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)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Canada requests that bidders follow the format instructions described below in the preparation of their bid:

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: Heidi Noble

Solicitation Number: 5000072105

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. Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
2. Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
3. Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

4. Price Breakdown

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

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

1. Certifications Required Precedent to Contract Award

Bidders must provide the required certifications Part 5.



**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID PRESENTATION SHEET**

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

The inclusion of volumetric data in this document 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.

The "Estimated Number of Samples" listed below is for evaluation purposes only during the solicitation process and is an estimate provided in good faith. If a bidder alters the "Estimated Number of Samples" its bid will be deemed non-responsive.

Bidders must provide a "Price per Sample" for each "Analyte" in the tables below.

Bidders must calculate the "Price" by multiplying the "the Estimated Number of Samples" by the "Price per Sample" for each Analyte in the tables below.

If a bidder fails to follow the instructions above, its bid to be deemed responsive.

The price per sample must include sample containers, QA/QC analysis, and shipping/delivery expenses.

Only information provided in the tables below will be considered by Canada.



Table 1:

| Sediment Chemical Analysis and Toxicity Testing | | | |
|--|--|-----------------------------|----------------------|
| Initial Contract Period: Contract Award – March 31, 2024 | | | |
| Analyte | Estimated Number of Samples (A) | Price per Sample (B) | Price (A)*(B) |
| Total Organic Carbon | 100 | \$ _____ | \$ _____ |
| Moisture | 100 | \$ _____ | \$ _____ |
| Particle Size | 100 | \$ _____ | \$ _____ |
| Metals | 100 | \$ _____ | \$ _____ |
| Polycyclic Aromatic Hydrocarbons (PAH) | 100 | \$ _____ | \$ _____ |
| Polychlorinated Biphenyl (PCB) | 100 | \$ _____ | \$ _____ |
| Dioxins and Furans | 100 | \$ _____ | \$ _____ |
| Acute lethality of Sediment to Amphipods (EPS 1/RM/35) | 10 | \$ _____ | \$ _____ |
| Toxicity of Sediment to Embryos and Larvae of Echinoids (EPS 1/RM/58) | 10 | \$ _____ | \$ _____ |
| Toxicity of Sediment using Luminescent Bacteria (EPS 1/RM/42) | 10 | \$ _____ | \$ _____ |
| Total Price for the Initial Contract Period, Excluding Applicable Taxes | | | \$ _____ |



Table 2:

| Sediment Chemical Analysis and Toxicity Testing | | | |
|---|--|-----------------------------|----------------------|
| Option Period One: April 1, 2024 – March 31, 2025 | | | |
| Analyte | Estimated Number of Samples (A) | Price per Sample (B) | Price (A)*(B) |
| Total Organic Carbon | 100 | \$ _____ | \$ _____ |
| Moisture | 100 | \$ _____ | \$ _____ |
| Particle Size | 100 | \$ _____ | \$ _____ |
| Metals | 100 | \$ _____ | \$ _____ |
| Polycyclic Aromatic Hydrocarbons (PAH) | 100 | \$ _____ | \$ _____ |
| Polychlorinated Biphenyl (PCB) | 100 | \$ _____ | \$ _____ |
| Dioxins and Furans | 100 | \$ _____ | \$ _____ |
| Acute lethality of Sediment to Amphipods (EPS 1/RM/35) | 10 | \$ _____ | \$ _____ |
| Toxicity of Sediment to Embryos and Larvae of Echinoids (EPS 1/RM/58) | 10 | \$ _____ | \$ _____ |
| Toxicity of Sediment using Luminescent Bacteria (EPS 1/RM/42) | 10 | \$ _____ | \$ _____ |
| Total Price for Option Period One, Excluding Applicable Taxes | | | \$ _____ |



Table 3:

| Sediment Chemical Analysis and Toxicity Testing | | | |
|---|--|-----------------------------|----------------------|
| Option Period Two: April 1, 2025 – March 31, 2026 | | | |
| Analyte | Estimated Number of Samples (A) | Price per Sample (B) | Price (A)*(B) |
| Total Organic Carbon | 100 | \$ _____ | \$ _____ |
| Moisture | 100 | \$ _____ | \$ _____ |
| Particle Size | 100 | \$ _____ | \$ _____ |
| Metals | 100 | \$ _____ | \$ _____ |
| Polycyclic Aromatic Hydrocarbons (PAH) | 100 | \$ _____ | \$ _____ |
| Polychlorinated Biphenyl (PCB) | 100 | \$ _____ | \$ _____ |
| Dioxins and Furans | 100 | \$ _____ | \$ _____ |
| Acute lethality of Sediment to Amphipods (EPS 1/RM/35) | 10 | \$ _____ | \$ _____ |
| Toxicity of Sediment to Embryos and Larvae of Echinoids (EPS 1/RM/58) | 10 | \$ _____ | \$ _____ |
| Toxicity of Sediment using Luminescent Bacteria (EPS 1/RM/42) | 10 | \$ _____ | \$ _____ |
| Total Price for Option Period Two, Excluding Applicable Taxes | | | \$ _____ |



Table 4:

| Price Summary | |
|---|----------|
| Total Price for the Initial Contract Period, Excluding Applicable Taxes (Table 1) | \$ _____ |
| Total Price for Option Period One, Excluding Applicable Taxes (Table 2) | \$ _____ |
| Total Price for Option Period Two, Excluding Applicable Taxes (Table 3) | \$ _____ |
| Total Evaluated Price, Excluding Applicable Taxes (Table 1 + Table 2 + Table 3) | \$ _____ |
| Applicable Taxes | \$ _____ |
| Total Price, Including Applicable 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

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

4.1.1.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive.
Refer to Attachment 1 to Part 4

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

| Number | Criterion | Met/Not Met | Page Number |
|--------|--|-------------|-------------|
| MF1 | The maximum budget allocated for this project must not exceed Initial Contract Period – \$181,000.00 Option Period One - \$190,000.00 Option Period Two - \$200,000.00 applicable taxes extra, all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit the Department to pay such an amount. | | |

4.1.3 Evaluation of Price

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



4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



**ATTACHMENT 1 TO PART 4
MANDATORY TECHNICAL CRITERIA**

Mandatory Technical Criteria

| No. | Mandatory Requirements | Bidder indicates the proposal cross-reference page(s) | For ECCC Use Only: Does the Bidder meet mandatory item? (Yes / No) |
|------------|--|--|---|
| M1 | The Bidder or its proposed subcontractors must hold ISO 17025 laboratory accreditation from Canadian Association for Laboratory Accreditation (CALA) for solid and/or sediment for metals by analytical method EPA 6020B, Polycyclic Aromatic Hydrocarbons (PAH) by analytical method EPA 8270E, Polychlorinated Biphenyls (PCB) by analytical method EPA 1668C, and dioxins and furans by analytical method EPA 1613B. The Bidder must provide a copy of the certificate and scope of accreditation with the bid. | | |
| M2 | The Bidder or its proposed subcontractors must be able to measure and report all of the analytes and meet all detection limits as shown in Tables A1 and A3 in the Statement of Work. The Bidder must demonstrate this by completing Attachment 2 to Part 4: Laboratory Application Table and submit with the bid. | | |
| M3 | The Bidder or its proposed subcontractors must be able to measure and report at least 90% of the analytes, and meet all detection limits as shown in Table A2 in the Statement of Work. The Bidder must demonstrate this by completing the Attachment 3 to Part 4: PCB Application Table and submit it with the bid. | | |
| M4 | The Bidder's sample drop-off location is within 25 km by ground transportation of the Environment and Climate Change office located at 101-401 Burrard Street, Vancouver, BC, V6C 3R2. The Bidder must demonstrate this by completing the Attachment 4 to Part 4: Sample Drop-Off Location Within 25 km. | | |



ATTACHMENT 2 TO PART 4

LABORATORY APPLICATION TABLE

The Bidder must complete the Laboratory Application Table and include it with its bid.

| Analyte | Analytical Method | Detection Limit | | Can the Bidder measure and report the analyte, and meet the detection limit? (Yes / No) | Bidder indicates the detection limit and relevant unit | For ECCC Use Only: Does the Bidder meet the required detection limit? (Yes / No) |
|----------------------|---------------------------------------|--|--|---|--|--|
| | | Value | Unit | | | |
| Total Organic Carbon | EPA/600/R-02/069 | ≤ 0.10 | % | | | |
| Moisture | ASTM D2216-19 | ≤ 1.00 | % | | | |
| Particle Size | Sieve and pipette / laser diffraction | - | Wentworth Classification | | | |
| | ASTM D422-63 | ≤ 1.00 | % Gravel (16 mm – 2 mm) % Sand (2mm – 0.0625 mm) % Silt (0.0625 mm – 0.0039 mm) % Clay (<0.0039 mm) | | | |
| Metals | Arsenic | EPA 3050B (Digestion Method) and EPA 6020B | ≤ 1.00 | mg/kg dry weight | | |
| | Cadmium | EPA 3050B (Digestion Method) and EPA 6020B | ≤ 0.20 | mg/kg dry weight | | |
| | Chromium | EPA 3050B (Digestion | ≤ 1.00 | mg/kg dry weight | | |



| | | | | | | | |
|-----|--|---|-----------|---------------------|--|--|--|
| | | Method) and EPA 6020B | | | | | |
| | Copper | EPA 3050B (Digestion Method) and EPA 6020B | ≤ 1.00 | mg/kg dry weight | | | |
| | Lead | EPA 3050B (Digestion Method) and EPA 6020B | ≤ 0.50 | mg/kg dry weight | | | |
| | Mercury | EPA 3050B (Digestion Method) and EPA 7471 | ≤ 0.05 | mg/kg dry weight | | | |
| | Zinc | EPA 3050B (Digestion Method) and EPA 6020B | ≤ 1.00 | mg/kg dry weight | | | |
| PAH | Acenaphthene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Acenaphthylene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Anthracene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Benzo(a)anthracene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Benzo(a)pyrene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Benzo(b)fluoranthene or Benzo(b,j)fluoranthene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Benzo(g,h,i)perylene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Benzo(k)fluoranthene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Chrysene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Dibenz(a,h)anthracene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Fluoranthene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Fluorene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |



| | | | | | | | |
|---------------------|------------------------|-----------|-----------------|------------------|--|--|--|
| | Indeno(1,2,3-cd)pyrene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Naphthalene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Phenanthrene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Pyrene | EPA 8270E | ≤ 0.05 | mg/kg dry weight | | | |
| | Total PAH (EPA 16) | EPA 8270E | ≤ 0.20 | mg/kg dry weight | | | |
| Dioxins and Furans | 2,3,7,8-TCDD | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 1,2,3,7,8-PECDD | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 1,2,3,4,7,8-HXCDD | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 1,2,3,6,7,8-HXCDD | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 1,2,3,7,8,9-HXCDD | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 1,2,3,4,6,7,8-HPCDD | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | OCDD | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 2,3,7,8-TCDF | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 1,2,3,7,8-PECDF | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 2,3,4,7,8-PECDF | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 1,2,3,4,7,8-HXCDF | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 1,2,3,6,7,8-HXCDF | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 1,2,3,7,8,9-HXCDF | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 2,3,4,6,7,8-HXCDF | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| | 1,2,3,4,6,7,8-HPCDF | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
| 1,2,3,4,7,8,9-HPCDF | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | | |



| | | | | | | | |
|--|------|-----------|-------|-----------------|--|--|--|
| | OCDF | EPA 1613B | ≤ 0.1 | pg/g dry weight | | | |
|--|------|-----------|-------|-----------------|--|--|--|



ATTACHMENT 3 TO PART 4

PCB APPLICATION TABLE

The Bidder must complete the PCB Application Table and include it with its bid.

| No. | Analyte | Detection Limit using Analytical Method 1668C (pg/g) | Can the Bidder report the analyte and meet the detection limit (Yes / No) | Bidder indicates the detection limit in pg/g | <i>For ECCC Use Only:</i> Does the Bidder meet the required detection limit? (Yes / No) |
|-----|-----------|--|---|--|---|
| 1 | PCB 1 | ≤ 2 | | | |
| 2 | PCB 2 | ≤ 2 | | | |
| 3 | PCB 3 | ≤ 5 | | | |
| 4 | PCB 4 | ≤ 5 | | | |
| 5 | PCB 5 | ≤ 2 | | | |
| 6 | PCB 6 | ≤ 2 | | | |
| 7 | PCB 7 | ≤ 2 | | | |
| 8 | PCB 8 | ≤ 5 | | | |
| 9 | PCB 9 | ≤ 2 | | | |
| 10 | PCB 10 | ≤ 5 | | | |
| 11 | PCB 11 | ≤ 25 | | | |
| 12 | PCB 13/12 | ≤ 5 | | | |
| 13 | PCB 14 | ≤ 2 | | | |
| 14 | PCB 15 | ≤ 5 | | | |
| 15 | PCB 16 | ≤ 2 | | | |
| 16 | PCB 17 | ≤ 2 | | | |
| 17 | PCB 19 | ≤ 2 | | | |
| 18 | PCB 21/33 | ≤ 5 | | | |
| 19 | PCB 22 | ≤ 2 | | | |
| 20 | PCB 23 | ≤ 2 | | | |
| 21 | PCB 24 | ≤ 2 | | | |
| 22 | PCB 25 | ≤ 2 | | | |
| 23 | PCB 27 | ≤ 2 | | | |
| 24 | PCB 28/20 | ≤ 5 | | | |
| 25 | PCB 29/26 | ≤ 5 | | | |
| 26 | PCB 30/18 | ≤ 5 | | | |
| 27 | PCB 31 | ≤ 5 | | | |



| | | | | | |
|----|-----------------|------|--|--|--|
| 28 | PCB 32 | ≤ 2 | | | |
| 29 | PCB 34 | ≤ 2 | | | |
| 30 | PCB 35 | ≤ 2 | | | |
| 31 | PCB 36 | ≤ 2 | | | |
| 32 | PCB 37 | ≤ 2 | | | |
| 33 | PCB 38 | ≤ 2 | | | |
| 34 | PCB 39 | ≤ 2 | | | |
| 35 | PCB 41/71/40 | ≤ 10 | | | |
| 36 | PCB 42 | ≤ 5 | | | |
| 37 | PCB 43 | ≤ 5 | | | |
| 38 | PCB 44/47/65 | ≤ 10 | | | |
| 39 | PCB 45/51 | ≤ 5 | | | |
| 40 | PCB 46 | ≤ 2 | | | |
| 41 | PCB 48 | ≤ 5 | | | |
| 42 | PCB 50/53 | ≤ 10 | | | |
| 43 | PCB 52 | ≤ 5 | | | |
| 44 | PCB 54 | ≤ 5 | | | |
| 45 | PCB 55 | ≤ 5 | | | |
| 46 | PCB 56 | ≤ 5 | | | |
| 47 | PCB 57 | ≤ 5 | | | |
| 48 | PCB 58 | ≤ 5 | | | |
| 49 | PCB 59/62/75 | ≤ 10 | | | |
| 50 | PCB 60 | ≤ 5 | | | |
| 51 | PCB 61/70/74/76 | ≤ 20 | | | |
| 52 | PCB 63 | ≤ 5 | | | |
| 53 | PCB 64 | ≤ 5 | | | |
| 54 | PCB 66 | ≤ 5 | | | |
| 55 | PCB 67 | ≤ 5 | | | |
| 56 | PCB 68 | ≤ 5 | | | |
| 57 | PCB 69/49 | ≤ 10 | | | |
| 58 | PCB 72 | ≤ 5 | | | |
| 59 | PCB 73 | ≤ 5 | | | |
| 60 | PCB 77 | ≤ 5 | | | |
| 61 | PCB 78 | ≤ 5 | | | |
| 62 | PCB 79 | ≤ 5 | | | |



| | | | | | |
|----|-----------------------------|------|--|--|--|
| 63 | PCB 80 | ≤ 5 | | | |
| 64 | PCB 81 | ≤ 5 | | | |
| 65 | PCB 82 | ≤ 5 | | | |
| 66 | PCB 83/99 | ≤ 20 | | | |
| 67 | PCB 84 | ≤ 5 | | | |
| 68 | PCB 88/91 | ≤ 5 | | | |
| 69 | PCB 89 | ≤ 5 | | | |
| 70 | PCB 92 | ≤ 5 | | | |
| 71 | PCB 94 | ≤ 5 | | | |
| 72 | PCB 95 | ≤ 20 | | | |
| 73 | PCB 96 | ≤ 5 | | | |
| 74 | PCB 100/93/102/98 | ≤ 20 | | | |
| 75 | PCB 103 | ≤ 5 | | | |
| 76 | PCB 104 | ≤ 5 | | | |
| 77 | PCB 105 | ≤ 5 | | | |
| 78 | PCB 106 | ≤ 5 | | | |
| 79 | PCB 107 | ≤ 5 | | | |
| 80 | PCB 108/124 | ≤ 10 | | | |
| 81 | PCB 109/119/86/97/125/87 | ≤ 20 | | | |
| 82 | PCB 111 | ≤ 5 | | | |
| 83 | PCB 112 | ≤ 5 | | | |
| 84 | PCB 113/90/101 | ≤ 20 | | | |
| 85 | PCB 114 | ≤ 5 | | | |
| 86 | PCB 117/116/85/110/115 | ≤ 20 | | | |
| 87 | PCB 118 | ≤ 10 | | | |
| 88 | PCB 120 | ≤ 5 | | | |
| 89 | PCB 121 | ≤ 5 | | | |
| 90 | PCB 122 | ≤ 5 | | | |
| 91 | PCB 123 | ≤ 5 | | | |
| 92 | PCB 126 | ≤ 5 | | | |
| 93 | PCB 127 | ≤ 5 | | | |
| 94 | PCB 128/166 | ≤ 10 | | | |
| 95 | PCB 130 | ≤ 5 | | | |
| 96 | PCB 131 | ≤ 5 | | | |
| 97 | PCB 132 | ≤ 5 | | | |



| | | | | | |
|-----|-----------------|------|--|--|--|
| 98 | PCB 133 | ≤ 5 | | | |
| 99 | PCB 134/143 | ≤ 10 | | | |
| 100 | PCB 136 | ≤ 5 | | | |
| 101 | PCB 137/164 | ≤ 5 | | | |
| 102 | PCB 138/163/129 | ≤ 10 | | | |
| 103 | PCB 139/140 | ≤ 10 | | | |
| 104 | PCB 141 | ≤ 5 | | | |
| 105 | PCB 142 | ≤ 5 | | | |
| 106 | PCB 144 | ≤ 5 | | | |
| 107 | PCB 145 | ≤ 5 | | | |
| 108 | PCB 146 | ≤ 5 | | | |
| 109 | PCB 147/149 | ≤ 10 | | | |
| 110 | PCB 148 | ≤ 5 | | | |
| 111 | PCB 150 | ≤ 5 | | | |
| 112 | PCB 151/135 | ≤ 10 | | | |
| 113 | PCB 152 | ≤ 5 | | | |
| 114 | PCB 154 | ≤ 10 | | | |
| 115 | PCB 155 | ≤ 5 | | | |
| 116 | PCB 156/157 | ≤ 10 | | | |
| 117 | PCB 158 | ≤ 5 | | | |
| 118 | PCB 159 | ≤ 5 | | | |
| 119 | PCB 160 | ≤ 10 | | | |
| 120 | PCB 161 | ≤ 5 | | | |
| 121 | PCB 162 | ≤ 5 | | | |
| 122 | PCB 165 | ≤ 5 | | | |
| 123 | PCB 167 | ≤ 5 | | | |
| 124 | PCB 168/153 | ≤ 10 | | | |
| 125 | PCB 169 | ≤ 5 | | | |
| 126 | PCB 170 | ≤ 5 | | | |
| 127 | PCB 171/173 | ≤ 10 | | | |
| 128 | PCB 172 | ≤ 5 | | | |
| 129 | PCB 174 | ≤ 5 | | | |
| 130 | PCB 175 | ≤ 5 | | | |
| 131 | PCB 176 | ≤ 5 | | | |
| 132 | PCB 177 | ≤ 5 | | | |



| | | | | | |
|-----|--|------|--|--|--|
| 133 | PCB 178 | ≤ 5 | | | |
| 134 | PCB 179 | ≤ 5 | | | |
| 135 | PCB 180/193 | ≤ 10 | | | |
| 136 | PCB 181 | ≤ 5 | | | |
| 137 | PCB 182 | ≤ 5 | | | |
| 138 | PCB 183 | ≤ 10 | | | |
| 139 | PCB 184 | ≤ 5 | | | |
| 140 | PCB 185 | ≤ 10 | | | |
| 141 | PCB 186 | ≤ 5 | | | |
| 142 | PCB 187 | ≤ 5 | | | |
| 143 | PCB 188 | ≤ 5 | | | |
| 144 | PCB 189 | ≤ 5 | | | |
| 145 | PCB 190 | ≤ 5 | | | |
| 146 | PCB 191 | ≤ 5 | | | |
| 147 | PCB 192 | ≤ 5 | | | |
| 148 | PCB 194 | ≤ 5 | | | |
| 149 | PCB 195 | ≤ 5 | | | |
| 150 | PCB 196 | ≤ 5 | | | |
| 151 | PCB 197 | ≤ 10 | | | |
| 152 | PCB 198/199 | ≤ 10 | | | |
| 153 | PCB 200 | ≤ 10 | | | |
| 154 | PCB 201 | ≤ 5 | | | |
| 155 | PCB 202 | ≤ 10 | | | |
| 156 | PCB 203 | ≤ 5 | | | |
| 157 | PCB 204 | ≤ 5 | | | |
| 158 | PCB 205 | ≤ 5 | | | |
| 159 | PCB 206 | ≤ 5 | | | |
| 160 | PCB 207 | ≤ 5 | | | |
| 161 | PCB 208 | ≤ 5 | | | |
| 162 | PCB 209 | ≤ 10 | | | |
| 163 | PCB homologue groups (from tri- to deca- chlorobiphenyl) | ≤ 1 | | | |
| 164 | Total PCB | ≤ 1 | | | |



ATTACHMENT 4 TO PART 4

SAMPLE DROP-OFF LOCATION WITHIN 25 KILOMETRES

The Bidder certifies that if it is awarded a contract the sample drop-off location will be within 25 kilometres by ground transportation of the Environment and Climate Change Canada office located at 101-401 Burrard Street, Vancouver, BC, V6C 3R2 to ensure that the chain of custody is maintained.

In order to demonstrate compliance with this mandatory certification, the Bidder must complete, sign, and submit the following certification with its bid.

| | |
|---|--|
| Address of the Sample Drop-off Location: | |
| Distance (Kilometres) between the Sample Drop-Off Location and the ECCC office located at 101-401 Burrard Street, Vancouver, BC, V6C 3R2 by ground transportation | |
| Signature of the Bidder: | |
| Date Signed: | |



PART 5 - CERTIFICATIONS

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

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

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

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 [Forms for the Integrity Regime](#) website, to be given further consideration in the procurement process.

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 Federal Contractors Program for Employment Equity - Bid Certification

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

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

5.2.2 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.

5.2.3 Education and Experience

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



PART 6 - RESULTING CONTRACT

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

Title: Sediment Chemical Analysis and Toxicity Testing

6.1 Security Requirement

There is no security requirement applicable to the requirement.

6.2 Statement of Work

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

6.3. Standard Clauses and Conditions

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

6.3.1 General Conditions

[2010B](#) (2022-12-01) General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety

Insert: "Deleted"

Insert Subsection: "36 Liability"

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

At Section 19 Copyright



Delete: In its entirety

Insert:

- “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: © His Majesty the King in right of Canada (year) or © Sa Majesté le Roi 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. Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2024 inclusive.

6.4.2 Option to Extend the Contract

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

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



6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: _____
Title: _____
Environment and Climate Change Canada
Procurement and Contracting
Address: _____
Telephone: ____ - ____ - _____
Email address: _____

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Environment and Climate Change Canada
Address: _____
Telephone: ____ - ____ - _____
Email address: _____

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

6.5.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - _____
Email address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

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



reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2019-01](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

The Contractor will be paid for its 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 \$_____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

6.7.2 Limitation of Expenditure

- (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.
- (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.

6.8 Invoicing Instructions

6.8.1 Monthly Payment

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:

- 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 performed has been accepted by Canada.

6.9 Certifications

6.9.1 Compliance

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

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

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) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2022-12-01)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment; et
- (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).*

6.12 Insurance – No Specific Requirement

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



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

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

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

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



ANNEX A

STATEMENT OF WORK

Title: Sediment Chemical Analysis and Toxicity Testing

The Contractor hereby agrees to:

1.0 Background

Disposal at sea is the authorized disposal of approved substances at designated sites in the sea. In British Columbia, coastal topography and the availability of suitable landfill sites are key constraints in waste management strategies. The annual volume of material dredged and excavated, for which there are no beneficial uses, cannot be accommodated by existing landfill sites and disposal at sea is used as an alternate to land filling. Approved substances are primarily dredged sediment from river or marine sources and native till from land based excavations. Ships, aircraft, platforms and other structures may also occasionally be approved for disposal at sea.

Environment and Climate Change Canada (ECCC) regulates disposal at sea activity through a permit system administered under the *Canadian Environmental Protection Act, 1999*. As part of this system, ECCC is required to conduct follow-up monitoring at representative disposal at sea sites authorized for use under the regulatory process.

Monitoring activities provide important feedback to the permit application review phase whereby terms and conditions may be modified as necessary to ensure that marine life and human health are protected. Another vital use of monitoring data is to ensure that regulations, guidelines, and permit conditions are adequate to protect the marine environment.

Monitoring of disposal sites in British Columbia includes sediment sampling and analysis for physical, chemical, and biological parameters, sediment profile imaging surveys, current monitoring surveys, and/or hydrographic surveys.

1.1 Objective

The Contractor must conduct analysis of samples submitted and report results in accordance to analytical requirements described in Tables A1 to A4 for estimated sediment samples described in Table A5 to ECCC as and when requested during the period of the Contract. For consistency and comparability with data collected to date, the Contractor must be able to measure and report the listed analytes and meet the detection limits listed in Tables A1 to A3. The field sampling dates have not yet been scheduled. Sample submission periods are in the spring (June/July) and fall (September/October).

2.0 Project scope and Mandatory Tasks

The project scope and mandatory tasks associated with the Contract include the following:

2.1 Sample Containers and Supplies

2.1.1 The Contractor must advise the Technical Authority of the appropriate field sampling protocols to ensure sample quality during sample collection, storage, shipping, and receiving.

2.1.2 The Contractor must supply the required numbers and types of appropriate sample containers, sample preservatives, customized sample container labels, cold packs, and coolers to



ECCC. Table A5 describes the estimated sediment samples for analysis. Cost of sample containers and supplies must be included in the Contractor's firm sample analysis pricing.

2.2 Sample Shipping and Receiving

2.2.1 The Contractor must make all arrangements for the shipping or delivery of sample containers and supplies from the Contractor's facilities to ECCC located at #101 - 401 Burrard Street, Vancouver, BC, V6C 3R2. Any alternate arrangements must be approved by the Technical Authority. Cost of shipping or delivering samples containers and supplies must be included in the Contractor's firm sample analysis pricing. ECCC will confirm the delivery point following the initial meeting. After sample collection, ECCC will ship or deliver samples to the Contractor's facilities for analysis.

2.2.2 The Contractor must supply chain of custody forms to ECCC.

2.2.3 The Contractor must verify upon sample receipt that the site names and numbers on the sample containers correspond to those on the chain of custody forms.

2.2.4. The Contractor must promptly notify the Technical Authority if any samples are damaged (i.e. leaking or broken container), spoiled, incorrectly analyzed, 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 analyses, the Contractor will agree to compensate the Technical Authority for any re-analysis costs, which will be determined by the Technical Authority.

2.3 Sample Analyses, Storage, and Disposal

2.3.1 The Contractor must perform analysis of sediment samples using analytical methods for quantification of the analytes listed in Tables A1 to A4.

2.3.2 The Contractor's analytical methods must achieve the detection limits equal to or lower than those listed in Tables A1 to A3.

2.3.3 The Contractor must provide the Technical Authority a copy of any new or revised analytical methods during the duration of the Contract. Equivalent method that can achieve equal to or lower than the required detection limit is acceptable. New or revised analytical methods must be approved by the Technical Authority.

2.3.4 The Contractor must provide standard and appropriate storage of submitted samples. Samples must be stored for a minimum of 30 days after delivery of the analytical data reports/certificate of analysis to the Technical Authority.

2.3.5 The Contractor is responsible for disposal of all samples, if required, and must be in accordance with applicable federal, provincial and city laws at no cost to ECCC. The Contractor must contact the Technical Authority prior to disposing of any samples.

2.4 Quality Assurance and Quality Control (QA/QC)

2.4.1 The Contractor must hold ISO 17025 laboratory accreditation from Canadian Association for Laboratory Accreditation (CALA), for soil and/or sediment for metals by analytical method EPA 6020B, Polycyclic Aromatic Hydrocarbons (PAH) by analytical method EPA 8270E, Polychlorinated Biphenyls (PCB) by analytical method EPA 1668C, and dioxins and furans by analytical method EPA 1613B.

2.4.2 The Contractor's QA/QC program must include but not limited to method blanks, spiked blanks, and laboratory replicate analyses, which are not considered as samples submitted. Cost of QA/QC analysis must be included in the Contractor's firm sample analysis pricing.



2.5 Deliverables

2.5.1 The Contractor must hold at least one meeting within two weeks of being awarded the Contract to discuss the objectives and requirements of the Contract.

2.5.2 The Contractor must provide the analytical data reports/certificates of analyses to ECCC, including pertinent QA/QC data, and results must be approved and certified by authorized personnel of the Contractor prior to release to Technical Authority.

2.5.3 The Contractor must provide the analytical data reports/certificates of analyses in Excel and PDF formats at the same time via email to the Technical Authority within the estimated number of working days from completion of analysis.

3.0 government supplied materiel

ECCC will collect and submit the sediment samples to the Contractor.

4.0 official languages

All verbal and written communication must be in English.

5.0 work Location

The Work will take place at the Contractor's facilities. There is no requirement for any work to occur at any ECCC facilities. Any required meetings will be conducted virtually or by telephone.

6.0 travel

Travel is not required to perform the Work.

7.0 sustainable procurement considerations

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



Table A1: Detection limits required for physical, metal, and PAH analytical groups.

| Analytical Group | Analyte | Analytical Method ¹ | Detection Limit | |
|--|--|--|-----------------|--|
| | | | Value | Unit |
| 1 – Physical | Total Organic Carbon | EPA/600/R-02/069 | ≤ 0.10 | % |
| | Moisture | ASTM D2216-19 | ≤ 1.00 | % |
| | Particle Size | Sieve and pipette / laser diffraction | - | Wentworth Classification |
| | | ASTM D422-63 | ≤ 1.00 | % Gravel (16 mm – 2 mm) % Sand (2mm – 0.0625 mm) % Silt (0.0625 mm – 0.0039 mm) % Clay (<0.0039 mm) |
| 2 – Metal | Arsenic | EPA 3050B (Digestion Method) and EPA 6020B | ≤ 1.00 | mg/kg dry weight |
| | Cadmium | EPA 3050B (Digestion Method) and EPA 6020B | ≤ 0.20 | mg/kg dry weight |
| | Chromium | EPA 3050B (Digestion Method) and EPA 6020B | ≤ 1.00 | mg/kg dry weight |
| | Copper | EPA 3050B (Digestion Method) and EPA 6020B | ≤ 1.00 | mg/kg dry weight |
| | Lead | EPA 3050B (Digestion Method) and EPA 6020B | ≤ 0.50 | mg/kg dry weight |
| | Mercury | EPA 3050B (Digestion Method) and EPA 7471 | ≤ 0.05 | mg/kg dry weight |
| | Zinc | EPA 3050B (Digestion Method) and EPA 6020B | ≤ 1.00 | mg/kg dry weight |
| 3 – Polycyclic Aromatic Hydrocarbons (PAH) | Acenaphthene | EPA8270E | ≤ 0.05 | mg/kg dry weight |
| | Acenaphthylene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Anthracene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Benzo(a)anthracene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Benzo(a)pyrene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Benzo(b)fluoranthene or Benzo(b,j)fluoranthene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Benzo(g,h,i)perylene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Benzo(k)fluoranthene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Chrysene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Dibenz(a,h)anthracene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |



| | | | | |
|--|------------------------|-----------|--------|------------------|
| | Fluoranthene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Fluorene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Indeno(1,2,3-cd)pyrene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Naphthalene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Phenanthrene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Pyrene | EPA 8270E | ≤ 0.05 | mg/kg dry weight |
| | Total PAH (EPA 16) | EPA 8270E | ≤ 0.20 | mg/kg dry weight |



Table A2: Detection limits required for Polychlorinated Biphenyl (PCB) analytes by analytical method EPA 1668C.

| Analyte | Detection Limit (pg/g dry weight) |
|-----------|-----------------------------------|
| PCB 1 | ≤ 2 |
| PCB 2 | ≤ 2 |
| PCB 3 | ≤ 5 |
| PCB 4 | ≤ 5 |
| PCB 5 | ≤ 2 |
| PCB 6 | ≤ 2 |
| PCB 7 | ≤ 2 |
| PCB 8 | ≤ 5 |
| PCB 9 | ≤ 2 |
| PCB 10 | ≤ 5 |
| PCB 11 | ≤ 25 |
| PCB 13/12 | ≤ 5 |
| PCB 14 | ≤ 2 |
| PCB 15 | ≤ 5 |
| PCB 16 | ≤ 2 |
| PCB 17 | ≤ 2 |
| PCB 19 | ≤ 2 |
| PCB 21/33 | ≤ 5 |
| PCB 22 | ≤ 2 |
| PCB 23 | ≤ 2 |
| PCB 24 | ≤ 2 |
| PCB 25 | ≤ 2 |
| PCB 27 | ≤ 2 |
| PCB 28/20 | ≤ 5 |
| PCB 29/26 | ≤ 5 |
| PCB 30/18 | ≤ 5 |
| PCB 31 | ≤ 5 |
| PCB 32 | ≤ 2 |
| PCB 34 | ≤ 2 |
| PCB 35 | ≤ 2 |
| PCB 36 | ≤ 2 |
| PCB 37 | ≤ 2 |



| | |
|-----------------|------|
| PCB 38 | ≤ 2 |
| PCB 39 | ≤ 2 |
| PCB 41/71/40 | ≤ 10 |
| PCB 42 | ≤ 5 |
| PCB 43 | ≤ 5 |
| PCB 44/47/65 | ≤ 10 |
| PCB 45/51 | ≤ 5 |
| PCB 46 | ≤ 2 |
| PCB 48 | ≤ 5 |
| PCB 50/53 | ≤ 10 |
| PCB 52 | ≤ 5 |
| PCB 54 | ≤ 5 |
| PCB 55 | ≤ 5 |
| PCB 56 | ≤ 5 |
| PCB 57 | ≤ 5 |
| PCB 58 | ≤ 5 |
| PCB 59/62/75 | ≤ 10 |
| PCB 60 | ≤ 5 |
| PCB 61/70/74/76 | ≤ 20 |
| PCB 63 | ≤ 5 |
| PCB 64 | ≤ 5 |
| PCB 66 | ≤ 5 |
| PCB 67 | ≤ 5 |
| PCB 68 | ≤ 5 |
| PCB 69/49 | ≤ 10 |
| PCB 72 | ≤ 5 |
| PCB 73 | ≤ 5 |
| PCB 77 | ≤ 5 |
| PCB 78 | ≤ 5 |
| PCB 79 | ≤ 5 |
| PCB 80 | ≤ 5 |
| PCB 81 | ≤ 5 |
| PCB 82 | ≤ 5 |
| PCB 83/99 | ≤ 20 |



| | |
|--------------------------|------|
| PCB 84 | ≤ 5 |
| PCB 88/91 | ≤ 5 |
| PCB 89 | ≤ 5 |
| PCB 92 | ≤ 5 |
| PCB 94 | ≤ 5 |
| PCB 95 | ≤ 20 |
| PCB 96 | ≤ 5 |
| PCB 100/93/102/98 | ≤ 20 |
| PCB 103 | ≤ 5 |
| PCB 104 | ≤ 5 |
| PCB 105 | ≤ 5 |
| PCB 106 | ≤ 5 |
| PCB 107 | ≤ 5 |
| PCB 108/124 | ≤ 10 |
| PCB 109/119/86/97/125/87 | ≤ 20 |
| PCB 111 | ≤ 5 |
| PCB 112 | ≤ 5 |
| PCB 113/90/101 | ≤ 20 |
| PCB 114 | ≤ 5 |
| PCB 117/116/85/110/115 | ≤ 20 |
| PCB 118 | ≤ 10 |
| PCB 120 | ≤ 5 |
| PCB 121 | ≤ 5 |
| PCB 122 | ≤ 5 |
| PCB 123 | ≤ 5 |
| PCB 126 | ≤ 5 |
| PCB 127 | ≤ 5 |
| PCB 128/166 | ≤ 10 |
| PCB 130 | ≤ 5 |
| PCB 131 | ≤ 5 |
| PCB 132 | ≤ 5 |
| PCB 133 | ≤ 5 |
| PCB 134/143 | ≤ 10 |
| PCB 136 | ≤ 5 |



| | |
|-----------------|------|
| PCB 137/164 | ≤ 5 |
| PCB 138/163/129 | ≤ 10 |
| PCB 139/140 | ≤ 10 |
| PCB 141 | ≤ 5 |
| PCB 142 | ≤ 5 |
| PCB 144 | ≤ 5 |
| PCB 145 | ≤ 5 |
| PCB 146 | ≤ 5 |
| PCB 147/149 | ≤ 10 |
| PCB 148 | ≤ 5 |
| PCB 150 | ≤ 5 |
| PCB 151/135 | ≤ 10 |
| PCB 152 | ≤ 5 |
| PCB 154 | ≤ 10 |
| PCB 155 | ≤ 5 |
| PCB 156/157 | ≤ 10 |
| PCB 158 | ≤ 5 |
| PCB 159 | ≤ 5 |
| PCB 160 | ≤ 10 |
| PCB 161 | ≤ 5 |
| PCB 162 | ≤ 5 |
| PCB 165 | ≤ 5 |
| PCB 167 | ≤ 5 |
| PCB 168/153 | ≤ 10 |
| PCB 169 | ≤ 5 |
| PCB 170 | ≤ 5 |
| PCB 171/173 | ≤ 10 |
| PCB 172 | ≤ 5 |
| PCB 174 | ≤ 5 |
| PCB 175 | ≤ 5 |
| PCB 176 | ≤ 5 |
| PCB 177 | ≤ 5 |
| PCB 178 | ≤ 5 |
| PCB 179 | ≤ 5 |



| | |
|--|------|
| PCB 180/193 | ≤ 10 |
| PCB 181 | ≤ 5 |
| PCB 182 | ≤ 5 |
| PCB 183 | ≤ 10 |
| PCB 184 | ≤ 5 |
| PCB 185 | ≤ 10 |
| PCB 186 | ≤ 5 |
| PCB 187 | ≤ 5 |
| PCB 188 | ≤ 5 |
| PCB 189 | ≤ 5 |
| PCB 190 | ≤ 5 |
| PCB 191 | ≤ 5 |
| PCB 192 | ≤ 5 |
| PCB 194 | ≤ 5 |
| PCB 195 | ≤ 5 |
| PCB 196 | ≤ 5 |
| PCB 197 | ≤ 10 |
| PCB 198/199 | ≤ 10 |
| PCB 200 | ≤ 10 |
| PCB 201 | ≤ 5 |
| PCB 202 | ≤ 10 |
| PCB 203 | ≤ 5 |
| PCB 204 | ≤ 5 |
| PCB 205 | ≤ 5 |
| PCB 206 | ≤ 5 |
| PCB 207 | ≤ 5 |
| PCB 208 | ≤ 5 |
| PCB 209 | ≤ 10 |
| PCB homologue groups (from tri- to deca- chlorobiphenyl) | ≤ 1 |
| Total PCB | ≤ 1 |



Table A3: Detection limits required for dioxin and furan analytes by analytical method EPA 1613B.

| Analyte ¹ | Detection Limit (pg/g dry weight) |
|----------------------|-----------------------------------|
| 2,3,7,8-TCDD | ≤ 0.1 |
| 1,2,3,7,8-PECDD | ≤ 0.1 |
| 1,2,3,4,7,8-HXCDD | ≤ 0.1 |
| 1,2,3,6,7,8-HXCDD | ≤ 0.1 |
| 1,2,3,7,8,9-HXCDD | ≤ 0.1 |
| 1,2,3,4,6,7,8-HPCDD | ≤ 0.1 |
| OCDD | ≤ 0.1 |
| 2,3,7,8-TCDF | ≤ 0.1 |
| 1,2,3,7,8-PECDF | ≤ 0.1 |
| 2,3,4,7,8-PECDF | ≤ 0.1 |
| 1,2,3,4,7,8-HXCDF | ≤ 0.1 |
| 1,2,3,6,7,8-HXCDF | ≤ 0.1 |
| 1,2,3,7,8,9-HXCDF | ≤ 0.1 |
| 2,3,4,6,7,8-HXCDF | ≤ 0.1 |
| 1,2,3,4,6,7,8-HPCDF | ≤ 0.1 |
| 1,2,3,4,7,8,9-HPCDF | ≤ 0.1 |
| OCDF | ≤ 0.1 |

¹ Reporting includes the concentration and individual 1998 World Health Organization toxic equivalency factor (TEF) of each analyte, as well as the toxic equivalency (TEQ).



Table A4: Sediment toxicity test requirements.

| Test Name | Analytical Method |
|---|-------------------|
| Biological test method for determining acute lethality of sediment to amphipods | EPS 1/RM/35 |
| Biological test method for determining toxicity of sediment using luminescent bacteria | EPS 1/RM/42 |
| Reference Method for Measuring the Toxicity of Contaminated Sediment to Embryos and Larvae of Echinoids (Sea Urchins or Sand Dollars) | EPS 1/RM/58 |



Table A5: Estimated annual quantity per analytical groups.

| Analytical Group ¹ | Estimated Quantity ^{2,3} |
|-------------------------------|-----------------------------------|
| 1 – Physical | 100 samples |
| 2 – Metal | |
| 3 – PAH | |
| 4 – PCB | |
| 5 – Dioxins and Furans | |
| 6 – Sediment Toxicity | 10 samples |

¹ Refer to Tables A1 to A4 for the list of analytes or test description under each analytical group.

² The number of sediment samples are based on estimates and can vary between the requested analysis up to the maximum contract amount per contract year. The inclusion of estimated number of sediment samples in this document is not a commitment by ECCC.

³ The field sampling dates have not yet been scheduled. Sample submission periods are in the summer (June/July) and fall (September/October).



ANNEX B

BASIS OF PAYMENT

To be added at contract award