



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement et changement climatique Canada</p> <p>Electronic Copy:</p> <p>soumissionsbids@ec.gc.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Analysis of Chlorhexidine (CAS RN 55-56-1) in Industrial Effluents, Municipal Wastewater Treatment Plant Influent and Effluents, and Surface Water</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000077421</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2023-12-04</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ) at – à 2:00 P.M. on 2024-01-05</p>	<p>Time Zone – Fuseau horaire ET</p>
	<p>F.O.B – F.A.B Destination</p>	
	<p>Address Enquiries to - Adresser toutes questions à Samantha Walerickton samantha.walerickton@ec.gc.ca</p>	
	<p>Telephone No. – N° de téléphone 902-920-4445</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) See herein</p>	
	<p>Destination of Services / Destination des services 351 Boul St-Joseph, Gatineau QC K1A 0H3</p>	
	<p>Security / Sécurité There is no security requirement applicable to this solicitation.</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur (Insert-Ajouter)</p>		
<p>Telephone No. – N° de téléphone (Insert-Ajouter)</p>	<p>Fax No. – N° de Fax (Insert-Ajouter)</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>	



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PART 1 - GENERAL INFORMATION

1.1 Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number 5000073818 dated September 21, 2023, with a closing of October 17, 2023, at 14:00 ET. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

1.2 Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work and the Basis of Payment.

1.3 Summary

1.3.1 Environment and Climate Change Canada has a requirement for Analysis of Chlorhexidine (CAS RN 55-56-1) in Industrial Effluents, Municipal Wastewater Treatment Plant (WWTP) Influent and Effluent, and Surface Water as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is for one (1) year from the Contract Award Date. Any resulting contract will include an irrevocable option to extend the resulting contract for up to three (3) additional (1) one-year periods under the same terms and conditions.

1.3.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003

1.3.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.



- 1.3.4 “The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada–Chile Free Trade Agreement, the Canada–Colombia Free Trade Agreement, the Canada–Honduras Free Trade Agreement, the Canada–Korea Free Trade Agreement, the Canada–Panama Free Trade Agreement, and the Canada-Peru Free Trade Agreement.

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

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

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

Delete: In its entirety

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”

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.

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

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That 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.
5. 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 to Environment and Climate Change Canada at the address and by the date, time and place indicated on page 1 of the bid solicitation.



2.3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#) 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), , 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;



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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) 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.

2.4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 8 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5. Applicable Laws

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



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

2.6. Basis for Canada's Ownership of Intellectual Property

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

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

2.7. Bid Challenge and Recourse Mechanisms

Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



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 soft copies in PDF format.

Section II: Financial Bid 1 soft copies in PDF format .

Section III: Certifications 1 soft copies in PDF format.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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:

(a) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

Note for electronic submission of bids:

In order to be considered, bids must be received by the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: soumissionsbids@ec.gc.ca

Attention: Samantha Walerickton

Solicitation Number: 5000077421

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

- 3.1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet.
- 3.1.2** 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.
- 3.1.3** Bidders must submit their prices FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

Section III: Certifications

Bidders must submit the certifications required under 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.

Contract Year 1			
Matrix (A)	Fixed Unit Rate per Sample (B)	Estimated Number of Samples (C)	Extended Price (BxC)
Wastewater influent		15	
Wastewater effluent		18	
Surface water		30	
Year 1 Total			

Option Year 1			
Matrix (A)	Fixed Unit Rate per Sample (B)	Estimated Number of Samples (C)	Extended Price (BxC)
Wastewater influent		15	
Wastewater effluent		18	
Surface water		30	
Option Year 1 Total			

Option Year 2			
Matrix (A)	Fixed Unit Rate per Sample (B)	Estimated Number of Samples (C)	Extended Price (BxC)
Wastewater influent		15	
Wastewater effluent		18	
Surface water		30	
Option Year 2 Total			

Option Year 3			
Matrix (A)	Fixed Unit Rate per Sample (B)	Estimated Number of Samples (C)	Extended Price (BxC)
Wastewater influent		15	
Wastewater effluent		18	
Surface water		30	
Option Year 3 Total			



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.

4.2. 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.



4.2. Technical Evaluation

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

4.3. Financial Evaluation

4.3.2 Evaluation of Price

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

4.3.2.1. The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.

4.3.2.2. For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

4.4 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 120 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 200 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).



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

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
	Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd



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

The Contractor must demonstrate that they have a thorough understanding and experience with wastewater matrices and are able to generate technically valid results.

Only information contained in the proposal will be evaluated. Bidders must include all relevant information in their proposals. Evaluators will not consult other information sources (e.g. websites) unless they are specifically referenced in the proposal and valid links are provided.

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids that fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Criterion #	Mandatory Criteria	Page Reference in Bid	Met/ Not Met
M1	<p>The Bidder must hold a ISO 17025 – Testing and calibration laboratories accreditation.</p> <p>To demonstrate compliance, a copy of the accreditation must be submitted with the bid. An accreditation whose date of validity has expired, by bid closing date, will be declared invalid.</p>		
M2	<p>Bidder must provide the analytical method document(s) for chlorhexidine in wastewater influent, wastewater effluent, and surface water. The method document(s) must include:</p> <ul style="list-style-type: none"> • sample container types and volumes, preservation, holding times and storage conditions • preparation, extraction, and cleanup procedures • instrumentation (e.g. LC/ESI-MS/MS) • procedure for analyte quantification by isotope dilution techniques, using the labeled surrogate Chlorhexidine-d8-dihydrochloride or equivalent • Reporting limit of 210 ng/L or lower in all aqueous matrices: wastewater influent, wastewater effluent, and surface water. • description of the quality assurance and quality control (QA/QC) system • QA/QC criteria (acceptable blank levels, acceptable recovery ranges for labeled surrogates and spiked blanks, acceptable ranges for duplicate samples) 		



Point-Rated Technical Criteria

Bids that meet all the mandatory technical criteria will be evaluated and scored as specified in the table below.

Bidders must obtain a minimum overall point rated technical criteria score of 60% (120 of a possible 200 points) or higher.

	Point Rated Evaluation Criteria	Cross Reference to Proposal (Supplier to insert)	Maximum Available Points & Minimum Score Required	Points Received
R1	<p>The Bidder should demonstrate experience conducting ultra-trace analysis (parts per billion, parts per trillion) in municipal wastewater raw influent and treated effluent samples within the past forty-eight (48) months from date of bid closing.</p> <p>For each project the following information should be cited:</p> <ul style="list-style-type: none"> - Client organization (may be governments and/or private companies) - Dates (MM/YYYY-MM-YYYY) - Trace analyses conducted - Number of wastewater raw influent and treated effluent samples - Brief description <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> - number of wastewater samples multiplied by number of trace analysis groups up to a maximum of 100 points (examples of trace analysis groups are PCBs, dioxins/furans, PBDE flame retardants, organochlorine pesticides, PAHs, PFAS) <p>Example calculation: 10 wastewater samples and 5 trace analysis groups: 5*10=50pts</p>		Maximum: 100	
R2	<p>Using the analytical method document(s) provided in M2 the Bidder should provide a detailed description of how suspended solids in wastewater will be either included in the analysis or removed from the sample prior to extraction.</p>		Maximum: 20	



	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • 10 points when solids are removed from the sample prior to analysis (e.g. filtration) • 20 points when solids are included in the analysis (e.g. liquid/liquid extraction) 			
R3	<p>Using the analytical method document(s) provided in M2 the Bidder should demonstrate their reporting limit.</p> <p>The Bidder will receive points for achieving a lower reporting limit in wastewater effluent samples, as follows:</p> <ul style="list-style-type: none"> • > 100 ng/L – 210 ng/L - 0 points • > 50 ng/L - ≤ 100 ng/L – 5 points • >10 ng/L - ≤ 50 ng/L – 10 points • ≤ 10 ng/L – 20 points 		Maximum 20	
R4	<p>Using the analytical method document(s) provided in M2 the Bidder should specify how the reporting limit (RL) is determined in aqueous samples.</p> <p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> • 10 points when the RL is determined according to the U. S. EPA MDL procedure**. • 20 points when the RL is determined as a sample-specific detection limit based on signal/noise ratio in the sample matrix. 		Maximum 20	
R5	<p>The Bidder should demonstrate their leadership in the field of trace contaminant analysis in environmental matrices through participation in relevant Performance Evaluation (PE) or Proficiency Testing (PT) studies (round-robin studies and/or accreditation programs) within the past forty-eight (48) months from date of bid closing.</p> <p>The Bidder should demonstrate this leadership by providing the PE or PT results for compound groups such as PCBs, dioxins/furans, PBDE flame retardants, organochlorine pesticides, PAHs, or PFAS in water.</p>		Maximum: 40	



	Points will be awarded as follows: <ul style="list-style-type: none">• 10 points per study completed for a maximum of 40 points			
	Total		200 points	

**United States Environmental Protection Agency. 2016. Definition and procedure for the determination of the method detection limit, Revision 2. EPA 821-R-16-006.
https://www.epa.gov/sites/default/files/2016-12/documents/mdl-procedure_rev2_12-13-2016.pdf



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 Precedent to Contract Award

5.1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2. Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.



PART 6 - RESULTING CONTRACT

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

Title: [to be completed at Contract Award]

6.1. Statement of Work

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

6.2. Standard Clauses and Conditions

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

6.2.1 General Conditions

2035 (2022-12-01), General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

6.2.2 Supplemental General Conditions

The following supplemental general conditions apply to and form part of the Contract:

4007 (2022-12-01), Canada to own Intellectual Property Rights in Foreground

6.3. Security Requirement

6.3.1 There is no security requirement applicable to this Contract.

6.4. Term of Contract

6.4.1 Period of the Contract

The period of the contract is for one (1) year from the date of Contract Award.

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 3 additional 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 10 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: Samantha Walerickton
Title: Procurement Officer
Environment and Climate Change Canada
Procurement and Contracting Division
Address: 45 Alderney Dr, Dartmouth, NS, B2Y 2N6

Telephone: 902-920-4445
E-mail address: samantha.walerickton@ec.gc.ca

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

6.5.2 Project Authority [to be completed at Contract Award]

The Project Authority for the Contract is:

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

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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.

6.5.3 Contractor's Representative [to be completed at Contract Award]

6.6. Proactive Disclosure of Contracts with Former Public Servants [if applicable]

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 [to be completed at Contract Award]



6.7.1 Basis of Payment – Fixed unit rate – Limitation of expenditure

The Contractor will be paid at fixed unit rates in accordance with the basis of payment, in Annex B, for work performed in accordance with the Statement of work (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.

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.

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.

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.7.3 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.

6.8. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:
 - a. any documents as specified in the contract.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.



6.8.2 SACC Manual Clauses

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

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.

6.10. Applicable Laws

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

6.11. Priority of Documents [to be completed at Contract Award]

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2022-12-01), Canada to own Intellectual Property Rights in Foreground;
- (c) the general conditions 2035 (2022-12-01), General Conditions - Professional Services (High Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) 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

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

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](#)".



ANNEX A STATEMENT OF WORK

1.0 Background

Under the Chemicals Management Plan, Environment and Climate Change Canada (ECCC) and Health Canada have joint responsibility for the effective management of substances declared toxic under CEPA. The two departments conduct joint screening assessments and, when appropriate, joint risk management scope and approach documents relevant to the evaluation and management of the substances in Canada. CEPA provides the authority for risk management actions, such as a code of practice, relating to the quantity or concentration of a toxic substance that may be released to the environment. For further information on the proposed order adding chlorhexidine and its salts to Schedule 1 of CEPA (i.e. to the list of toxic substances), screening assessment and risk management approach for chlorhexidine and its salts, refer to <https://www.canada.ca/en/health-canada/services/chemical-substances/other-chemical-substances-interest/chlorhexidine-salts.html>.

The screening assessment for chlorhexidine and its salts concluded that these substances meet the criteria under section 64(a) of CEPA because they are entering or may enter the environment in a quantity or concentration or under conditions that have an immediate or long-term harmful effect on the environment or its biological diversity. The exposure sources of ecological concern are effluent releases of the target substances to the aquatic environment via wastewater from the industrial formulation of chlorhexidine-based products. These activities result in wastewater that contains the target substances, with releases being diffuse, in pulses (due to batch processes) or periodic (accumulated waste). The wastewater is treated by on-site industrial wastewater treatment systems and/or by a municipal wastewater treatment plant. The target substances may be released to surface water through the wastewater effluent. Once released to the aquatic environment, these substances may have adverse effects on the environment.

To address these ecological concerns, ECCC develops environmental objectives and implements risk management actions. The proposed environmental objective is to reduce the total concentration of chlorhexidine moiety in wastewater released from facilities formulating chlorhexidine-based products to levels that are protective of the environment. "Chlorhexidine moiety" means the chlorhexidine molecule without the salt. Chlorhexidine moiety in the environment can result from the dissociation of chlorhexidine salts, such as chlorhexidine dihydrochloride, chlorhexidine diacetate and chlorhexidine digluconate. The predicted no-effect concentration (PNEC) of 210 ng/L of the chlorhexidine moiety in surface water may be used as a target to achieve this objective.

To assist in performance measurement of risk management activities such as a code of practice or an environment performance agreement, analyses are required to detect and measure the total concentrations of chlorhexidine released from facilities and that are present in the environment.

1.1 Objective:

The objective of this work is to obtain high-quality chemical analysis of chlorhexidine in raw influent, treated effluent, and environmental waters impacted by these discharges as part of monitoring programs on the occurrence and fate of chemical substances in municipal wastewater and surface water.



1.2 Terminology:

CAS #	Chemical Abstract Service number (www.cas.org)
Method Detection Limit (MDL)	A statistically determined decision point determined according to the procedure described in “United States Environmental Protection Agency definition and procedure for the determination of the method detection limit, revision 1.11. 40 CFR Part 136, Appendix B”. https://www.law.cornell.edu/cfr/tet/40/part-136/appendix-B
Sample-specific Detection Limit (SDL)	3 times the signal to noise ratio in the target channel converted to an equivalent sample concentration, or the concentration equivalent to the lowest calibration standard, whichever is greater.
Quarterly	Canada defines the quarterly periods as follows: 1 st Quarter 1 April to 30 June 2 nd Quarter 1 July to 30 September 3 rd Quarter 1 October to 31 December 4 th Quarter 1 January to 31 March

2.0 Scope

Using a validated analytical method as per Canadian Association for Laboratory Testing. 2017. P07:2017 – CALA Application of Requirements in ISO/IEC 17025:2017, Revision 1.5, Sept. 30, 2020, the Contractor must conduct high-quality chemical analysis of chlorhexidine in raw influent, treated effluent, and environmental waters impacted by these discharges as part of monitoring programs on the occurrence and fate of chemical substances in municipal wastewater and surface water.

The Contractor must begin receiving and analyzing samples from date of Contract Award.

3.0 Tasks

Sample Load

1. Wastewater influent and effluent: up to 40 samples per year starting in 2023
2. Surface water: up to 30 samples per year starting in 2024

Sampling Plan

1. The Technical Authority will provide a quarterly sampling plan to the Contractor within two (2) weeks of Contract Award; this plan will be update on a quarterly basis.

Sampling Protocol

1. The Contractor must provide a sampling protocol for collection of aqueous samples. The sampling protocol must specify the type of container to use for collection of samples, the required sample volume to achieve the Reporting Limits (RL), and any preservation requirements to maintain sample integrity during transit.

Submission Forms

1. The Contractor must provide submission forms for collection of aqueous samples. Submission forms must include fields for Project Name; Client name, address and phone; Client Sample Identification; Matrix, Sampling Date; Container Type; Analyses Requested; Relinquished by/Date; Received by/Date.



Analyses

1. Wastewater influents and effluents are challenging matrices because of the elevated levels of suspended solids compared to typical environmental waters. Treated wastewater effluents can contain suspended solids up to 60 mg/L. Raw wastewater influents can contain suspended solids up to 200 mg/L. These solids are an integral part of the sample because they may contain significant levels of the compounds of interest, particularly if the compounds are hydrophobic. Therefore, sample preparation and extraction methods that are able to accommodate the solids (e.g. liquid/liquid extraction) are preferred where possible. However if the solids must be removed by filtration prior to extraction (e.g. solid phase extraction) it is unlikely that separate analysis of the solids is feasible due to the amount of material and the cost of the additional analysis. All results from wastewater influent and effluent samples and surface water samples must be reported on a mass/volume basis (e.g. ng/L or µg/L).
2. The Contractor must use analytical methods that reflect the current state of analytical technology, i.e. mass discrimination techniques to maximize analyte identification and quantification. The Contractor must provide a copy of their complete analytical method, including all quality assurance and quality control (QA/QC) elements such as acceptable ranges for blank levels, laboratory spike recoveries, surrogate recoveries, and duplicate sample results.
3. The Contractor's analytical method must achieve RLs equal to or lower than the PNEC of 210 ng/L in each aqueous matrix, and the method must employ the labeled surrogate standard chlorhexidine-d8-hydrochloride or equivalent for analyte quantification. It is understood that much lower reporting limits are achievable in some matrices.
4. The Contractor must communicate any anomalous situations with respect to sample integrity or analytical challenges to the Technical Authority by email within three (3) business days of discovering such situation.

Storage and Disposal

1. The Contractor must adhere to the maximum sample holding time and storage conditions as specified in the analytical method.

Quality Assurance / Quality Control (QA/QC)

1. The Contractor must analyze samples in a batch system, with each batch consisting of a method blank, spiked blank, and replicate sample. These QA/QC elements must comprise 5% or more of each analytical batch, i.e. every batch of 20 samples or fewer must contain a method blank, spiked blank, and replicate sample. Blank corrections or blank subtractions must not be used. Results of method blanks shall be quantified and reported.
2. The Contractor must consider field duplicates and equipment blanks submitted by ECCC as samples. Method blanks, spiked blanks, and laboratory replicate analyses must be conducted as part of the Contractor's QA/QC program and are not billed as samples submitted.
3. Laboratory raw data, chromatograms, and all relevant laboratory notes must be retained by the Contractor for a minimum period of 36 months following submission of samples. Raw data must include chromatograms and area tables for all instrument calibrations including linearity, resolution, and sensitivity checks showing date and time of analysis, and evidence that all QA/QC specifications have been met; and aliquot masses, volumes, and suspended solids content for all samples, including original and re-analyses, dilutions, and other details of the analytical procedure.



4. The Contractor must provide consultation on sampling procedures, delivery schedules, unexpected analytical results, and other contingencies as requested by the Technical Authority.

Reports

1. The Contractor must electronically provide sample submittal confirmation to the Technical Authority within five (5) business days of sample receipt.
2. Sample Data Reports
 - (a) The Contractor must deliver Sample Data Reports to the Technical Authority within six (6) weeks of receiving the samples. Sample Data Reports must include the following:
 - i) Concentrations of each analyte in the samples and replicates.
 - ii) Concentrations of each analyte in the method blank.
 - iii) Per cent recoveries in spiked blanks.
 - iv) The reporting limit for each analyte.
 - v) Percent recovery of surrogates.
 - vi) Any problems with samples or data, including corrective actions taken, resolutions, and explanation of flagged data.
 - (b) Sample Data Reports are subject to the acceptance and approval of the Technical Authority.

Final Data Report

1. The Contractor must deliver a final report to the Technical Authority. Final Data Report must include the following.
 - (a) The project name.
 - (b) Sample site name.
 - (c) Date of sample receipt.
 - (d) Sample temperatures upon receipt.
 - (e) Reporting conventions and laboratory qualifiers.
 - (f) QA/QC notes.
 - (g) Analytical discussion.
 - (h) Analytical results.
 - (i) Correlation table showing client and Contractor sample identifiers and analysis reports for each sample and substance.

Annual Project Meeting

1. The Contractor must attend a yearly project meeting with ECCC representatives. The meeting must take place within one month of commencement of sample collection.

4.0 Deliverables:

Deliverable	Due Date
4.1 Sampling Protocol	Within one week of Contract Award
4.2 Submission Forms	Within one week of Contract Award
4.3 Sample Data Reports	Within six (6) weeks of sample receipt
4.4 Final Data Reports	Within four (4) weeks of acceptance of the Sample Data Report by the Technical Authority

Format of Deliverables

Sample Data Reports



- (a) The Contractor must deliver the Sample Data Reports in Microsoft Excel .xlsx spreadsheet format, or equivalent compatible format electronically to the Technical Authority.
- (b) The Sample Data Reports must be separated by sampling site, e.g. WWTP.

Final Data Report

- (a) The Contractor must deliver the Final Data Report in PDF format including a cover letter signed by the analyst electronically to the Technical Authority.

5.0 Government Supplied Materiel

All sampling activities, equipment, supplies, and shipping will be provided by ECCC.

ECCC will generate trip blanks, field blanks, and equipment blanks as part of this Contract, which will be submitted and invoiced as samples.

6.0 Official Languages

All written and verbal communication must be in English.

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

7.0 Work Location:

The work will take place at the Contractor's facilities.

8.0 Travel:

Travel is not required to perform the Work.

9.0 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](#). Procurement documents will specify the green procurement criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

The following green procurement criteria and standards must form part of the Work:

1. Provide all correspondence and deliverables including (but not limited to) documents, reports and invoices in electronic format.

10.0 Accessibility Considerations

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



associated regulations and standards, and Treasury Board Contracting Policy. Procurement documents will specify the accessibility criteria and standards to be met and provide guidelines for the evaluation of proposals with respect to those criteria and standards.

The following accessibility criteria and standards must form part of the Work:

1. All written reports must be created in a format that is screen reader and adaptive technology friendly.



ANNEX B BASIS OF PAYMENT

Type of Analysis	Fixed Unit Rate per Sample
Initial Contract Period [From date of Award to ___]	
Wastewater influent	\$
Wastewater effluent	\$
Surface water	\$

Type of Analysis	Fixed Unit Rate per Sample
Optional Contract Period 01 [From ___ to ___]	
Wastewater influent	\$
Wastewater effluent	\$
Surface water	\$

Type of Analysis	Fixed Unit Rate per Sample
Optional Contract Period 02 [From ___ to ___]	
Wastewater influent	\$
Wastewater effluent	\$
Surface water	\$

Type of Analysis	Fixed Unit Rate per Sample
Optional Contract Period 03 [From ___ to ___]	
Wastewater influent	\$
Wastewater effluent	\$
Surface water	\$