RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Moufid Samri

Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada

Environment Canada | Environnement Canada

800 rue de la Gauchetière Ouest, bureau 7810 Montréal (Québec) H5A 1L9

BID SOLICITATION DEMANDE DE SOUMISSONS

PROPOSAL TO: ENVIRONMENT CANADA

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.

SOUMISSION À: ENVIRONNEMENT CANADA

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).

Title – Titre

Preparation of Environment Canada's Planning and Reporting Documents / Préparation des documents de planification et des rapports d'Environnement Canada

EC Bid Solicitation No.. - Nº de la demande de soumissions EC

K4A10-15-0005

Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2015-06-10

Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)

Eastern Standard EST Heure Normale Est (HNE)

Time Zone – Fuseau horaire

at- à 2:00 P.M. on - le 2015-07-30

F.O.B – F.A.B Destination

Address Enquiries to - Addresser toutes questions à

AcquisitionsQUE@ec.gc.ca

Telephone No. – Nº de téléphone Fax No. – Nº de Fax 514-496-2617

Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)

Destination of Services / Destination des services

National Capital Region (NCR) Région capitale nationale (RCN)

Security / Sécurité

There is a security requirement associated with this bid solicitation / Une exigence relative à la sécurité s'applique à cette demande.

Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. – N° de téléphone Fax No. – N° de Fax

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)

Signature Date

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PART 1 - GENERAL INFORMATION

1. 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: includes the certifications to be provided;
- Part 6 Security Requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include the Confidentiality Agreement, the Information - Ontario Labour Legislation, Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, and the Non-Disclosure Certification.

2. Summary

- 2.1 Environment Canada has a requirement for a professional service for the Preparation of Environment Canada's Planning and Reporting Documents as detailed in the Statement of Work, Annex "A" to the bid solicitation. The period of the contract is from Octobre1st, 2015 to September 30th, 2016
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 Security, Financial and Other Requirements (*revise the title if modified in Part 6, as applicable*), and Part 7 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (http://ssi-iss.tpsqc-pwqsc.qc.ca/index-eng.html).
- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003 (2014-09-25)
- 2.4 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.

2.5 The requirement is subject to the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days 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

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 (2014-09-25) 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"

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.

2.1 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.

4. 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.

8. Basis for Canada's Ownership of Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid 01 hard copy and 01 soft copy in PDF format on CD or DVD

Section II: Financial Bid 01 hard copy and 01 soft copy in PDF format on CD or DVD

Section III: Certifications 01 hard copy and 01 soft copy in PDF format on CD or DVD

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 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) 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:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders; and
- (3) print on both sides of the paper.

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 concise and clear manner for carrying out the work.

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

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

Section II: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment « 1 » to Part 3. The total amount of Applicable Taxes must be shown separately.

1.2 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) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
 - (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the National Capital Region (NCR.). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: http://laws-lois.justice.gc.ca/eng/acts/N-4/;")
 - (ii) travel between the successful bidder's place of business and the NCR; and
 - (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 6 under Security Requirement, the Bidder must provide the required information below on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

ATTACHMENT « 1 » TO PART 3 - FINANCIAL BID PRESENTATION SHEET

The Bidder should complete the Financial Bid Presentation Sheet and include it in its financial bid once completed. As a minimum, the Bidder must respond to this Financial Presentation Sheet by including in its financial

Firm period of contract:

	1	1		ı
T1.	Boot and	Firm all inclusive per	Volumetric Data (Estimated	Takalia Gala A
Task	Period	diem rate in Cdn \$	Level of Effort	Total in Cdn \$
		4	2010: 0: 2::0:0	
Preparati	on of the RPP package	Α	В	C=AxB
1	Period of Contract – Octob	er 1, 2015 to March 31, 2016		
	Task 1	\$	35 days	
Preparati	on of the DPR package	Α	В	C=AxB
2	Period of Contract – April 1	l, 2016 to September 30, 201	6	
	Task 2	\$	35 days	

ESTIMATED TOTAL COST OF WORK (A): _____\$

First year option:

Task	Period	Firm all inclusive per diem rate in Cdn \$	Volumetric Data (Estimated Level of Effort	Total in Cdn \$
Preparati	on of the RPP package	Α	В	C=AxB
1	Period of Contract - Octob	er 1, 2016 to March 31, 2017		
	Task 1	\$	35 days	
Preparati	on of the DPR package	Α	В	C=AxB
2	Period of Contract – April 1	, 2017 to September 30, 201	7	
	Task 2	\$	35 days	

ESTIMATED TOTAL COST OF WORK (B): _____\$

Second year option:

Task	Period	Firm all inclusive per diem rate in Cdn \$	Volumetric Data (Estimated Level of Effort	Total in Cdn \$
Preparati	on of the RPP package	Α	В	C=AxB
1	Period of Contract - Octob	er 1, 2017 to March 31, 2018		
	Task 1	\$	35 days	
Preparati	on of the DPR package	Α	В	C=AxB
2	Period of Contract – April 1	l, 2018 to September 30, 201	8	
	Task 2	\$	35 days	

ESTIMATED TOTAL COST OF WORK (C):	\$
Total bid value (D) = (A) + (B) +(C) :	\$

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

1.1 Technical Evaluation

- 1.1.1 Mandatory Technical See ATTACHMENT « 1 » TO PART 4,
- 1.1.2 Point Rated Technical Criteria See ATTACHMENT « 1 » TO PART 4,

2. Basis of Selection

Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory criteria;
- (c) obtain the required minimum of 64 points overall for the technical evaluation criteria

The rating is performed on a scale of 100 points.

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

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

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

		Bidder	
Overall Technical Score	Bidder 1	Bidder 2	Bidder 3
	85/100	66/100	68/100
Bid Evaluated Price	55 000,00 \$	50 000,00 \$	45 000,00 \$
Calculations			
Technical Merit Score	85/100 x 70 = 59.5	66/100 x 70 = 46.2	68/100 x 70 = 47.6
Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27$	$45/45 \times 30 = 30$
Combined Rating	84.05	73.2	77.6
Overall Rating	1 ^{er}	2 ^e	3 ^e

The technically responsive proposal that obtains the highest combined rating of technical merit and price, e.g. adding the technical score with the financial score, will be recommended for award of a contract. The total possible technical score is 70 while the total possible financial score is 30. Where two or more proposals achieve the identical highest combined technical (70%) and financial (30%) score, the proposal with the lowest total price will be recommended for award of a contract.

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

Mandatory Technical Evaluation Criteria

This list of qualifications is essential and must be met by the contractor to perform the required tasks and produce deliverables outlined in the Statement of Work. The information provided about the proposed contractor must clearly describe how each of the qualifications in the list is met. Failure to adequately describe how a qualification is met will be determined as "not met". As requested, the contractor must provide examples and reference information (may be checked by the Technical Authority) of their experience in the following:

Mandatory Requirement	REQUIREMENT MET? (Y/N)	How Requirement is Met
M1. Proposed Contractor must have Security clearance, at the Level of Enhanced Reliability.		
 M2. Proposed Contractor must have experience in preparing RPPs and DPRs for Canadian federal government departments or agencies in two of the past five years. Proposed Contractor must provide three project references and the following information must also be provided for the work done: Name and description of client organization; Description and scope of project including start and end dates, actual level of effort and dollar value; Proposed Contractor's role in the project; Name, address and telephone number of client Project Authority to whom the bidder reported 		
M3. Proposed Contractor must have completed post-secondary education in a field relevant to the Statement of Work.		
M4. The Proposed Contractor must submit a detailed resume demonstrating that they meet the minimum mandatory requirements (educational and work experience).		

Point Rated Technical Criteria

In this section, details should be provided regarding the qualifications, relevant experience and expertise of the proposed personnel. The experience of each proposed contractor must be clearly identified by providing a summary/description of the previous projects worked on and indicating when the work was carried out, and the client.

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in

the table below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Minimum Required Score is 64 points

The point rated evaluation criteria of the SOW are:

POINT RATED TECHNICAL CRITERIA (RT) & SCORES	POINTS	REQUIRED MINIMUM NUMBER OF POINTS	MAXIMUM POINTS	DEMONSTRATED EXPERIENCE (BIDDER TO INSERT DATA)
RT1. Experience over and above the two (2) years (of the past five (5) years) listed in mandatory M2.	3 years of experience= 12 points 4 years of experience = 16 points 5 years of experience = 20 points	12	20	
RT2. The Proposed Contractor should demonstrate experience in preparing RPPs and DPRs for Canadian federal government departments or agencies.	Prepared RPP and DPR for Environment Canada = 24 points Prepared RPP and DPR for other science-based departments and/or agencies = 20 points Prepared RPP and DPR for other (non science-based) departments and/or agencies = 16 points	16	24	
RT3. The Proposed Contractor reference checks will be assessed to ensure that the customer was satisfied with the work listed in M2.	The following scale will be used to evaluate: The Contractor: 1. demonstrated an understanding of the purpose and scope of the project Yes() No(); 2. achieved the expected results Yes() No(); 3. clearly set out the methodology to be used Yes() No(); and 4. completed the work within the expected time frame Yes() No(). 32 points: for meeting all of the 4 factors mentioned above. 20 points: for meeting 3 of the 4 factors mentioned above. 0 points: for meeting less than three (3) of the factors mentioned above.	20	32	

POINT RATED TECHNICAL CRITERIA (RT) & SCORES RT4. The Proposed Contractor must have post-secondary education.	POINTS Bachelor of Arts or Masters in English or Communications related field = 24 points OR	MINIMUM NUMBER OF POINTS 16	MAXIMUM POINTS 24	DEMONSTRATED EXPERIENCE (BIDDER TO INSERT DATA)
A copy of the college diploma or university degree including evidence of experience must be provided. (evidence of experience could include samples of work)	College diploma with 2 years of experience in writing communications products (e.g. background information documents, briefing decks, fact sheets, communication plans = 16 points			
Maximum Available Points			100	
Minimum Points Required		64		
Points Achieved				

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.

1. Certifications Required Precedent to Contract Award

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 (2014-09-25). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

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

(http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour'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.

2. Additional Certifications Required Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

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

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 – SECURITY REQUIREMENTS)

1. Security Requirement

- (a) Before award of a contract, the following conditions must be met:
 - the Bidder must hold a valid organization security clearance as indicated in Part 7
 Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (v) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) website.

PART 7 - RESULTING CONTRACT

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

Title:

1. Statement of Work

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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.

2.1 General Conditions

2010B (2014-09-25), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B are 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: "35 Liability"

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

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

At Section 19 Copyright

Delete: In its entirety

Insert: 1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

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

2.2 Supplemental General Conditions

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

4007 (2010-08-16), Canada to own Intellectual Property Rights in Foreground

2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ (insert name(s) of person(s)).

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

3.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address: Street Number / Street Name, Unit / Suite / Apartment Number City, Province, Territory / State Postal Code / Zip Code Country

3.3 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of **PROTECTED B** issued by the Canadian industrial Security Directorate, Public Works and Government Services Canada.
- 2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3. The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B** (including an IT Link at the level of **B**).
- 4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- 5. The Contractor/Offeror must comply with the provisions of the:
- (a) Security Requirements Check List and security guide (if applicable), attached at Annex "C"
- (b) Industrial Security Manual (Latest Edition)

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of October 1st, 2015 to September 30th, 2016.

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 (02) additional one (01)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 thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:
Title:
Environment Canada
Procurement and Contracting Division
Address:
Telephone:
Facsimile:
E-mail address:
The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.
5.2 Technical Authority
The Technical Authority for the Contract is:
Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail address:
The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.
5.3 Contractor's Representative
Name:
Title:
Organization: Address:
Audi 633
Telephone:
Facsimile:
E-mail address:

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: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$_____. Customs duties are included and Applicable Taxes are extra.

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

7.2 PWGSC SACC Manual Clauses

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

- 1. Pursuant to paragraph 221 (1)(d) of the <u>Income Tax Act</u>, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
- To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7.3 Time Verification

C0711C (2008-05-12) Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

8. Invoicing Instructions

8.1 Milestone Payments

- 8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex « **B** » of the Contract and the payment provisions of the Contract if:
- (a) an accurate and complete claim for payment and any other document 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) all such documents have been verified by Canada;

(d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

9. Certifications

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.

10. Applicable Laws

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

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) Supplemental General Conditions: Canada to Own Intellectual Property Rights in Foreground Information (2010-08-16) 4007
- (c) 2010B (2014-09-25) General Conditions Professional Services (Medium Complexity) as modified:
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Security Requirements Check List;
- (g) Annex "D", the signed Non-Disclosure Certification;
- (i) the Contractor's bid dated ,

12. Insurance

PWGSC SACC Manual clause G1005C (2008-05-12) Insurance

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.

ANNEX A STATEMENT OF WORK

Preparation of Environment Canada's Planning and Reporting Documents:

- Report on Plans and Priorities package (main document, Departmental Sustainable Development Strategy, supplementary tables), on an annual basis; and,
- Departmental Performance Report package (main document, Departmental Sustainable Development Strategy, supplementary tables), on an annual basis.

I. Background

The Corporate Management Directorate (CMD) is responsible for leading a variety of management initiatives on behalf of Environment Canada (EC). Responsibilities related to planning and reporting include internal planning initiatives, government-wide planning and reporting requirements, Reports on Plans and Priorities (RPP) and Departmental Performance Reports (DPR), Departmental Sustainable Development Strategy (DSDS) and performance measurement initiatives. CMD is responsible for maintaining the department's Program Alignment Architecture (PAA), assessing the quality of the information it contains, and providing the information to TBS.

The Directorate is also responsible for issues related to departmental governance, the Management Accountability Framework (MAF) assessments, Integrated Risk Management and the Corporate Risk Profile. CMD provides guidance and advice to program managers to assist them in meeting their responsibilities with respect to the Policy on Management, Resources and Results Structure (MRRS) of which the PAA is a central part.

Each fiscal year, all departments must establish their departmental priorities and prepare planning and reporting documents to address those priorities, in the context of program expected results and direction provided by central agencies such as the Treasury Board Secretariat (TBS). Departments also have the responsibility to update their planning and reporting structures and related information.

CMD's overall responsibility is to prepare the required departmental documentation related to planning and reporting for submission to TBS and tabling in Parliament.

II. Scope/Objectives

Based on the Environment Canada (EC) business practices and standards, the scope/objective of the project is to provide professional writing and editing services to assist in the development of Environment Canada's annual reporting and planning documents as follows:

- 1. Prepare, on an annual basis, narrative elements of a RPP package and ensure that it provides a clear and concise description of departmental planning commitments; and,
- 2. Prepare, on an annual basis, narrative elements of a DPR package and ensure that it provides a clear and concise description of departmental performance.

In addition to the RPP and DPR packages noted above, the Contractor could be asked by the Project Authority to prepare PAA program descriptions, on an as and when required basis, during the contract period i.e. October 1, 2015 to September 30, 2016. The PAA (and its program descriptions) is an integral part of the RPP and DPR packages.

This contact is for one year, and it may be extended by up to two (2) additional years, in one (1) year periods, under the same conditions and deliverables.

III. Tasks

The Contractor will participate in an interactive approach to preparing Environment Canada's planning and reporting documents and, as such, the contractor will be responsible for conducting the following tasks:

Task 1: Preparation of the RPP package (October 1, 2015 - March 31, 2016); Methodology and Approach

- **1.1** Prepare and submit an **initial draft** of the RPP main document, in collaboration with stakeholders, which provides a clear and concise description of departmental planning commitments, by undertaking the following steps:
 - a. Meeting with the Project Authority to clarify objectives and expectations, identify the number of working days required, set specific start and finish dates, scope key elements and requirements and set out any key questions;
 - b. Participating in interactive discussions with key program representatives to obtain necessary planning information
 - c. Assessing and incorporating RPP inputs provided by program representatives and the Project Authority
 - d. Incorporating any other key information required to meet the TBS requirements for reporting departmental plans and priorities; (Guidance will be provided to the contractor by the Technical Authority).
 - e. Preparing and editing the text in a clear and concise manner, including:
 - Minimizing duplication and ensuring appropriate balance between strategic messages and more detailed and specific program inputs; and,
 - Striking a balance in "plain language" writing and editing with the mandated requirements as prescribed by TBS. (Guidance will be provided to the contractor by the Technical Authority).
 - f. Submitting an initial complete draft of the RPP main document in electronic format, within the agreed timeline, to the Project Authority for review and comment.
- **1.2** Prepare and submit the **final**, **edited draft** of the RPP main document, taking into account comments received from the CMD Project Authority, and ensuring editorial completeness by undertaking the following steps:
 - a. Reviewing and incorporating comments provided by the Project Authority on the initial draft
 - b. Ensuring appropriate consistency, syntax and grammar throughout the main document and editing and rewriting the narrative as required

c. Providing the final edited English version of the RPP main document in electronic format (e.g. on a memory stick), within the agreed timeline, to the Project Authority

Task 1 is to be completed within the October 1, 2015 - March 31, 2016 time period, in accordance with the specific start and finish dates identified in Task 1.1. In addition, the Contractor may be requested to offer additional editorial assistance on the other components of the RPP package (i.e. DSDS and supplementary tables). It is expected that, in general, no more than thirty (30) working days will be required to carry out this Task.

The final, edited draft of the RPP package will provide the basis for internal management approvals. The Contractor may be called upon to provide additional editorial assistance to help secure senior management approval of the RPP package.

CMD will advise the contractor, in writing, when no further amendments, edits, corrections are required.

Task 2: Preparation of the DPR package (April 1, 2016 - September 30, 2016);

Methodology and Approach

- **2.1** Prepare an **initial draft** of the DPR main document, in collaboration with stakeholders, which provides a clear and concise description of departmental performance relative to the planning commitments made in the previous RPP, by undertaking the following steps:
 - a. Meeting with the Project Authority to clarify objectives and expectations, identify the number of working days required, set specific start and finish dates, scope key elements and requirements and set out any key questions;
 - b. Participating in interactive discussions with key program representatives to obtain necessary performance information;
 - c. Assessing and incorporating DPR inputs provided by program representatives and the Project Authority;
 - d. Incorporating any other key information required to meet TBS requirements for reporting departmental performance relative to plans and priorities; (Guidance will be provided to the contractor by the Technical Authority).
 - e. Preparing and editing the text in a clear and concise manner, including:
 - Minimizing duplication and ensuring appropriate balance between strategic messages and more detailed and specific program inputs; and,
 - Striking a balance in "plain language" writing and editing with the mandated requirements as prescribed by TBS. (Guidance will be provided to the contractor by the Technical Authority).
 - f. Submitting an initial complete draft of the DPR main document in electronic format, within the agreed timeline, to the Project Authority for review and comment.
- 2.2 Prepare and submit the **final**, **edited draft** of the DPR main document taking into account comments received from the CMD Project Authority, and ensuring editorial completeness by undertaking the following steps:

- a. Reviewing and incorporating comments provided by the Project Authority on the initial draft
- b. Ensuring appropriate consistency, syntax and grammar throughout the main document and editing and rewriting the narrative as required
- c. Providing the final edited English version of the DPR main document in electronic format (e.g. on a memory stick), within the agreed timeline, to the Project Authority

Task 2 is to be to be completed within the April 1, 2016 - September 30, 2016 time period, in accordance with the specific start and finish dates identified in Task 2.1. In addition, the Contractor may be requested to offer additional editorial assistance on the other components of the DPR package (i.e. DSDS and supplementary tables). It is expected that, in general, no more than thirty (30) working days will be required to carry out this Task.

The final, edited draft of the DPR package will provide the basis for internal management approvals. The Contractor may be called upon to provide additional editorial assistance to help secure senior management approval of the DPR package.

CMD will advise the contractor, in writing, when no further amendments, edits, corrections are required.

IV. Language of Work

The language of work will be primarily in English. Documents to be prepared by the contractor are to be provided in the English language.

V. Deliverables

The following shall be delivered by the Contractor (all documents submitted must be in MS Office suite format, as appropriate (i.e. MS Word, MS Powerpoint, MS Excel):

- 1. Initial draft of the RPP main document in electronic format in English;
- 2. Final edited draft of the RPP main document in electronic format in English
- 3. On an as required basis, final edited draft of the RPP DSDS and supplementary tables in electronic format in English
- 4. Initial draft of the DPR main document in electronic format in English;
- 5. Final edited draft of the DPR main document in electronic format in English
- 6. On an as required basis, final edited draft of the DPR DSDS and supplementary tables in electronic format in English

VI. Period of Contract

The period of the contract is from October 1, 2015 to September 30, 2016 with an option to extend the term of the contract by up to two (2) additional, one (1) year period under the same conditions. The Contractor agrees that during the extended period of the contract, they will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

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

VII. Scheduling/Milestones

Report on Plans and Priorities: October 1, 2015 - March 31, 2016

Program Alignment Architecture Program Descriptions (on an as and when required basis): April 1, 2016 – September 30, 2016

Departmental Performance Report: April 1, 2016 – September 30, 2016

VIII. Travel

No travel requirements are anticipated for this contract. Any regional outreach, if necessary, will be conducted either through video-conferencing and/or conference call methods.

IX. Work Location

The Contractor will be required to work off-site using their own facility and equipment to prepare the documents. The Contractor must be available for meetings held at Environment Canada premises as requested during normal business hours. Normal business hours are Monday to Friday from 9 a.m. to 5 p.m.

X. Working Hours

One day of work constitutes 7.5 hours of work exclusive of meal breaks.

XI. Meetings

As required by the Project Authority, the Contractor may be expected to participate in weekly status meetings where the Contractor will outline the progress made against the planned work and provide go forward plans to complete the work within the specified and agreed upon timeframe and cost. The Contractor may also be required to participate in ad hoc meetings as deemed necessary by the Project Authority.

XII. Crown Input

EC will provide the contractor with departmental documentation and information necessary to prepare the required products.

XIII. Intellectual Property (IP)

The Crown will own the foreground intellectual property arising from work under this contract, in accordance with the Treasury Board of Canada Policy on Title to Intellectual Property Arising under Crown Procurement Contracts, including Section 6.4.1 of the Policy which states that, under a Crown Procurement Contract,

6.4 Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

6.4.1 To generate knowledge and information for public dissemination.

XIV. Security

The contactor must have a valid Enhanced Reliability clearance.

The contractor acknowledges that the text is subject to strict confidentiality and that neither whole nor part shall be shared or delivered to anyone other than a member of the CMD project team and that all proprietary rights remain with Environment Canada.

ANNEX B BASIS OF PAYMENT

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the work to a ceiling price of \$60,000. GST/HST included for each year of the contract.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

The period of the contract is from October 1, 2015 to September 30, 2016 with an option to extend the term of the contract by up to two (2) additional, one (1) year periods under the same conditions. Canada's total liability for any given year will not exceed \$60,000 including GST/HST.

No increase in the total liability to or in the price of the work resulting from any changes, modifications, or interpretations of the work will be authorized or paid to the Contractor unless these changes, modifications, interpretations have been approved in writing, by the Contracting Authority before their incorporation into the Work.

Contract Period - From October 1, 2015 to September 30, 2016

During the period of the contract, the Contractor will be paid upon successful completion of deliverables as specified below for work performed in accordance with the contract.

Labour

The contractor will be paid per diem including GST/HST rates as follows:

Task	Period	Firm all inclusive per diem rate in Cdn \$	Volumetric Data (Estimated Level of Effort	Total in Cdn \$
Preparati	on of the RPP package	Α	В	C=AxB
1	Period of Contract - Octob	er 1, 2015 to March 31, 2016		
	Task 1	\$	35 days	
Preparati	on of the DPR package	Α	В	C=AxB
2	Period of Contract – April 1	., 2016 to September 30, 201	6	
	Task 2	\$	35 days	

For the two additional option years the basis of payment will be same as above

- 1. Optional Contract Period Year 2: From October 1, 2016 to September 30, 2017
- 2. Optional Contract Period Year 3: From October 1, 2017 to September 30, 2018

For the purposes of this contract, a day is defined as 7.5 hours of work exclusive of meal breaks. Payment will be made for days actually worked. If time worked is more or less than a day, the fixed daily rate must be prorated to reflect actual time worked in accordance with the following formula: Hours worked multiplied by applicable fixed per diem rate divided by 7.5

ANNEX C SECURITY REQUIREMENTS CHECK LIST

	RECEIVED		
,	MAR 2 7 2015		
Government Gouvern	iement []	Contract Number / Numéro du	contrat K4A10-15-0005
of Canada du Cana	iQ8	K4A10-14-0014 Security Classification / Classification	
	Action of the second se	Unclassified	m oe securie
	SECURITY REQUIREMENTS C	HECK LIST (SRCI.)	
LISTE DE V	ÉRIFICATION DES EXIGENCES RE	(LATIVES À LA SÉCURITÉ (LVERS)	
PART A - CONTRACT INFORMATION / PAI 1. Originating Government Department or On	ganization /	2. Branch or Directorate / Direction	générale ou Direction
Ministère ou organisme gouvernemental d 3. a) Subcontract Number / Numéro du contra	- Bitti Pibroli Guitelle	Finance Branch / Corporate Man nd Address of Subcontractor / Nom et adresse	
		a manage of blooding actory i to more delicate	TO SOUD DEALER.
 Brief Description of Work? Brève description To assist in the preparation of EC's Report on P development strategies). The essociated narrat 	lans and Priorities and Departmental Performan	ice Report (main documents, supplementary tables, in of departmental planning commitments and perform	and departmental sustainable mance information.
5. a) Will the supplier require access to Control Le fournisseur aura-t-II acces à des man			√ No Yes Non Ou
5. b) Will the supplier require access to unclas		provisions of the Technical Data Control	/ No Yes
		qui sont assujetties aux dispositions du Règle	
sur le contrôle des données techniques? Indicate the type of access required / Indiques?			
5. a) Will the supplier and its employees requi	re access to PROTECTED and/or CLASS		No / Yes
(Specify the level of access using the cha	art in Question 7. c)	des biens PROTÉGÉS et/ou CLASSIFIÉS?	Non Y Ou
(Préciser le niveau d'accès en utilisant le	tableau qui se trouve à la question 7. c)	access to restricted access areas? No acces	s to No Yes
PROTECTED and/or CLASSIFIED inform	nation or assets is permitted,	accès à des zones d'accès restreintes? L'acc	Non L Oui
à des renseignements ou à des biens PF i, c) is this a commercial courier or delivery re	ROTÉGÉS et/ou CLASSIFIÉS n'est pas au	Horisé,	
	e livralson-commerciale sans entreposage e livralson-commerciale sans entreposage	e de nuit?	✓ Non Yes
a) indicate the type of information that the s	upplier will be required to access / Indique	er le type d'information auquel le fournisseur d	evra avoir accès
Canada 🗸	NATO / OTAN	Foreign / Étra	nger
. b) Release restrictions / Restrictions relative	All NATO countries	No release restrictions	
		Aucune restriction relati	[]
Aucune restriction relative	Tous les pays de l'OTAN	à la diffusion	** CJ
Aucune restriction relative	Tous les pays de FOTAN		·*
Aucune restriction retailive à la diffusion	Tous les pays de l'OTAN		ve [_]
Aucune restriction retailive à la diffusion Not releasable à ne pas diffuser	Tous les pays de l'OTAN Restricted to: / Limité à :		
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Contract Number / Numéro du contrat K4A10-14-0014 K4A10-15-0005 Security Classification / Classification de sécurité
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8. Will the sur	tinued) I PARTIE A (suite) oplier require access to PROTECTE				No Yes
If Yes, indic	eur aura-t-il accès à des renseigner rate the level of sensitivity:		ésignés PROTEGES et/ou (CLASSIFIES?	V Non LIOui
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PART 8 - PER	SONNEL (SUPPLIER) / PARTIE Parties				
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	creened personnel be used for porti onnel sans autorisation sécuritaire p	ons of the work?			✓ No Yes Non Oui
	riii unscreened personnel be escorte firmative, le personnel en question :			•	No Yes Non Oui
PART C - SAF	EGUARDS (SUPPLIER) / PARTIE	C - MESURES DE PROTECTION	(FOURNISSEUR)		
	DN / ASSETS / RENSEIGNEME				
	supplier be required to receive and s	store PROTECTED and/or CLASS	SIFIED information or assets	on its site or	No Yes
premises Le fourni CLASSIF	sseur sera-t-II tenu de recevoir et d'	entreposer sur place des renseigr	nements ou des biens PRO	TĒGĒS et/ou	L Non L Oul
	upplier be required to safeguard CC		******		No Yes
	sseur sera-t-il tenu de protéger des	renseignements ou des biens CO	MSEU?		V Non Oui
PRODUCTIO	N .				
	oduction (manufacture, and/or repair	and/or modification) of PROTECTE	D and/or CLASSIFIED male	rial or equipment	No TYes
Les instal	he supplier's site or premises? Ialions du fournisseur serviront-elles :	à la production (fabrication et/ou rép	paration et/ou modification) d	e material PROTEGÉ	Von Ou
et/ou CLA					
INFORMATION	TECHNOLOGY (IT) MEDIA / S	UPPORT RELATIF À LA TECHNO	LOGIE DE L'INFORMATIO	N (TI)	
	pplier be required to use its IT system	ns to electronically process, produc	e or store PROTECTED and	or CLASSIFIED	No Yes Non Oui
	n or data? seur sera-l-it tenu d'utiliser ses propri	es systèmes informatiques pour trai	ter, produire ou stocker éfect	roniquement des	Non Cui
	ments ou des données PROTÉGÉS			• •	1
11. e) Will ihere l Disposera gouverner	be an electronic link between the sup N-t-on d'un lien électronique entre le s mentate?	plier's IT systems and the governm ystème informatique du fournisseur	ent department or agency? et celui du ministère ou de f	agence	Non Yes Non Oui
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Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat -K4A10-14-8014 K4A41-15-0005 Security Classification (Securité Unclassificed

PART D - AUTHORIZATION / PAR	TIE D. AUTORISATIO		a patricipa proposación de rigido político de la como de servicio.	ereperation		
13. Organization Project Authority /			7525-000-8040-00-008-30-88-80	4 5000024005749	E-14-11-6-7-11-01-11-11-11-11-11-11-11-11-11-11-11-	
Name (print) - Nom (en lettres mould		Title - Titre		Signature		
Morrie Paul		Director		Morrieda		
Felephone No N° de téléphone 819-953-5501				urriel	Date March 27, 2015	
14. Organization Security Authority /	Responsable de la séc	urité de l'organ	nisme		7,000	
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature 2		
Behrooz Amoli			ly Officer	12-		
Telephone No N° de téléphone	Facsimile No N° de (\$KQ)Q3U-222	télécopieur	E-mail address - Adresse cou Behrco & Amoli & e	miel C. ÁC. CCI	March 27, 2015	
 Are there additional instructions (Des instructions supplémentaires 		ecurity Classific	cation Guide) attached?	~	No Yes	
16. Procurement Officer / Agent d'app	provisionnement			· · · · · · · · · · · · · · · · · · ·		
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature		
					:	
Telephone No Nº de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse co	uniel	Date	
17. Contracting Security Authority / Au	ulorité contractante en	malière de séc	curité			
Name (print) - Nom (en lettres moulée	es)	Title - Titre	Contract	Signature		
Erin O'Neill		Securi	by lifticer	Erin	ONeill	
Telephone No N° de tétéphone	Facsimile No No de		E-mail address - Adresse co		Date	
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TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité
Unclassified

Canadä

ANNEX D NON-DISCLOSURE CERTIFICATION

I,, recognize that in the course of my work as an employee or subcontractor of, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.
I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.
I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.
I agree that the obligation of this agreement will survive the completion of the Contract Serial No.:
Signature
Date