



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British Columbia  
V6Z 0B9  
Bid Fax: (604) 775-9381

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> TA -Marine/Aquatic Assessment & Mgm	
<b>Solicitation No. - N° de l'invitation</b> EZ897-161533/A	<b>Date</b> 2015-11-02
<b>Client Reference No. - N° de référence du client</b>	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWY-020-7652	
<b>File No. - N° de dossier</b> PWY-5-38248 (020)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-12-15</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Ly, Ronny(PWY)	<b>Buyer Id - Id de l'acheteur</b> pwy020
<b>Telephone No. - N° de téléphone</b> (604) 666-0043 ( )	<b>FAX No. - N° de FAX</b> (604) 775-6633
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PWGSC - Various Locations - Various, BC	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Pacific  
Region  
800 Burrard Street, Room 219  
800, rue Burrard, pièce 219  
Vancouver  
British C  
V6Z 0B9

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

**REQUEST FOR PROPOSAL**  
**MARINE/AQUATIC BIOLOGICAL ASSESSMENT AND MANAGEMENT SERVICES**  
**TASK AUTHORIZATION**  
**PACIFIC REGION - BC & YT**

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## **PART 1- GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven (7) parts plus attachments and annexes, as follows:

- (i) Part 1 General Information: provides a general description of the requirement;
- (ii) Part 2 Bidder Instructions: provides the instruction clauses and conditions applicable to bid solicitation;
- (iii) Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- (iv) Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the bid, the security requirement, if applicable and the basis of selection;
- (v) Part 5 Certifications: includes the certifications to be provided;
- (vi) Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- (vii) Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Point Rated Evaluation Criteria & Basis of Selection, and the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

### **2. Summary**

Public Works and Government Services Canada Environmental Services, has a requirement for marine/aquatic biological assessment and management services on an "as and when requested" basis on behalf of PWGSC and other federal clients in British Columbia and Yukon.

Generally, the required services may include:

- a) assessments of marine/aquatic biota, habitats, and related ecological services and functions;
- b) assessments of marine/aquatic resource protection projects and programs;
- c) design, implementation and monitoring of marine/aquatic habitat restoration, rehabilitation, or replacement projects;
- d) on-site environmental protection monitoring and supervision of construction project activities, and
- e) management and control of marine or aquatic invasive species.

It is expected that PWGSC will award up to **three (3) Contracts** as a result of this Request For Proposal. The overall estimated volume of work to be distributed amongst successful bidders is up to \$5,250,000.00 (including applicable taxes). The period of the Contracts will be from date of award until March 31, 2019.

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

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.

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The requirement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

The Comprehensive Land Claims Agreements of up to eleven (11) Yukon First Nations may apply to this procurement, depending on where the services will be provided.

### **3. Debriefings**

After contract award, 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 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(s).

The 2003 2015-07-03 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days  
Insert: ninety (90) days

### **2. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

**Due to the nature of the bid solicitation, bids transmission by facsimile or by electronic mail to PWGSC will not be accepted.**

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **ten (10)** 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 RFP 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 questions or may request that bidders do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. Applicable Laws**

Any resulting task authorization must be interpreted and governed by the laws in force in **British Columbia**.

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

## **5. Improvement of requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least ten (10) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **6. Basis for Canada's Ownership of Intellectual Property**

Public Works and Government Services 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:

- 6.1 where the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

## **7. Performance Evaluation**

Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by Canada. The evaluation shall be based on the quality of workmanship; timeliness of completion of the work; project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely.

## **PART 3 - BIDDER PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests the Bidders must provide their bid in separately bound sections as follows:

**Section I: Technical Bid:** Submit one (1) bound original plus three (3) copies of the proposal.

**Section II: Financial Bid:** Submit one (1) original.

**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.

1. Submit one (1) bound original plus three (3) bound copies of the bid
2. Paper size should be - 216mm x 279mm (8.5" x 11")
3. Minimum font size - 11 point Times or equal
4. Minimum margins - 12 mm left, right, top, and bottom
5. Double-sided submissions are preferred
6. One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
7. 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.

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) (<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.

### **2. Section I: Technical Bid**

#### **2.1 Technical Bid**

In their technical bid, bidders should explain and 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.

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**3. Section II: Financial Bid**

**3.1** Bidders must submit their financial bid in accordance with Annex D – Evaluation Criteria Part 2. The total amount of Applicable Taxes must be shown separately, if applicable.

**3.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

**4. Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## **PART 4 . EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

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

#### **1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex "D" – Evaluation Criteria Part 1.

#### **1.2 Financial Evaluation**

Bidders will be assessed based on the information provided, as per Annex "B" - Basis of Payment, in accordance with the procedure set out in Annex D - Evaluation Criteria Part 2

##### **1.2.1 Mandatory Financial Criteria**

Bidders must submit firm rates for all categories listed in Annex D – Evaluation Criteria – Part 2.

##### **1.2.2 Evaluation of Price**

A0222T (2014-06-26), Evaluation of Price

### **2. Basis of Selection**

#### **2.2 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

**2.2.1** To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical criteria;
- (c) obtain the required minimum pass score of sixty (60%) percent in each technical criterion (see 2.2.7); and
- (d) have a price no greater than 1.25% times the average bid prices.

All price proposals which are greater than twenty-five (25%) above the average price will be set aside and will receive no further consideration.

**2.2.2** Bidders not meeting (a) or (b) or (c) or (d) will be declared non-responsive.

**2.2.3** The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be **75%** for the technical merit and **25%** for the price.

**2.2.4** 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 75%.

**2.2.5** To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.

**2.2.6** For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

**2.2.7** Neither the responsive bid obtaining the highest technical score or the one with the lowest evaluated price will necessarily be accepted:

- (a) Bids will be ranked, highest to lowest, based on their final combined Merit and Price score.
- (b) Up to three (3) contracts may be awarded depending on the number of responsive bids received.
- (c) The Estimated Overall Value of this requirement will be distributed among the top ranked bids as follows:

No of Contracts Awarded	Overall Ranking of Proposals (Technical and Financial)		
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>
1	100%	-	-
2	60%	40%	-
3	50%	35%	15%

Bidders that are responsive (i.e. which meet all the mandatory requirements set out in the Request For Proposal) will be reviewed, evaluated and rated by a PWGSC Evaluation Board. In the first instance, price envelopes will remain sealed and only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings:

Description	Rating	Weight Factor	Minimum Weighted Pass Score	Weighted Points
Project Managers	0-80	2.0	96	0 – 160
Marine/aquatic Ecosystem Biologists	0-120	3.0	216	0 – 360
Field Technicians	0-30	1.0	18	0 – 30
Drafting Technicians	0-20	1.0	12	0 – 20
Geographic Information System Specialist	0-20	1.0	12	0 – 20
<b>Total Technical Score</b>	<b>0-270</b>			<b>0 – 590</b>

To be considered further, bidders **must** achieve the minimum score for each of the rated technical criteria as specified above.

**No further consideration will be given to bidders not achieving the minimum pass scores.**

### **3. Financial Evaluation**

All financial bid envelopes corresponding to responsive bids which have achieved the minimum pass scores are opened upon completion of the technical evaluation.

Bidders will be evaluated based on the hourly rates submitted on the financial bid form attached as Annex "D." The hourly rate will be multiplied by a pre-determined weight factor for each category of personnel expected to perform the work.

**Financial bids will be rated as per Annex D.4 Total Financial Score.**

The Financial Rating is multiplied by the applicable percentage to establish the Financial Score.

### **4. Total Score**

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Total Scores will be established in accordance with the following:

<b>Rating</b>	<b>Possible Range</b>	<b>% of Total Score</b>	<b>Score (Points)</b>
Technical Rating	0 – 590	75	0 – 75
Financial Rating	0 – 100	25	0 – 25
<b>Total Score</b>		<b>100</b>	<b>0 - 100</b>

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and documentation 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.

**5.1** 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 specified will render the bid non-responsive.

### **5.1.1. Mandatory Certifications Required Precedent to Contract Award**

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 Status and Availability of Resources**

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

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

### **5.1.3 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.

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#### **5.1.4 Workers' Compensation Certification - Letter of Good Standing**

The Bidder must have an account in good standing with each of the Workers' Compensation Boards in British Columbia and Yukon Territory.

The Bidder must provide, within seven (7) calendar days following a request from the Contacting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **1. Security Requirement**

Bidders are hereby informed that there is a possibility that some Task Authorization (TA) contracts might require that the Contractors and their personnel to possess a Designated Organization Screening (DOS) at the RELIABILITY STATUS level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

Should the successful bidders not have the level of security indicated above, PWGSC shall sponsor the successful proponents so CISD can initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful bidders for completion. Bidders desiring such sponsorship should so indicate in their covering letter with their bid.

Successful bidder(s) issued a Task Authorization Contract as a result of this Task Authorization Agreement, not possessing the required security clearance at time of a Task Authorization, will be bypassed and PWGSC will proceed to the next Contractor who possesses the required security clearance and it is furthest away from the ideal business distribution.

### **2. Financial Capability**

SACC Manual clause A9033T (2012-07-16) Financial Capability

### **3. Insurance Requirements**

- (a) The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex "C".
- (b) If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **1. Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the technical and management portions of the Contractor's bid dated (To be Determined).

### **1.2 Task Authorization**

#### **1.2.1 Task Authorization Process**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

As more than one contract is expected to be awarded for this requirement, Canada will use the following approach to select/assign an appropriate contractor.

Unless a best fit exception is approved by the Contracting Authority, a Contractor will be selected based on which Contractor is farthest away from their predetermined maximum % distribution, therefore ensuring that work is evenly distributed as identified to the Contractors in the RFP/resulting contract. In the case where insufficient funds remain in a Contractor's contract to complete a proposed TA, the Contractor next farthest away from their % distribution, and with enough funds remaining, will be selected for the work.

#### **Percent Distribution**

No of Contracts Awarded	Overall Ranking of Proposals (Technical and Financial)		
	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>
1	100%	-	-
2	60%	40%	-
3	50%	35%	15%

The best fit exception is described as follows:

A Contractor may be considered based on their history in conducting previous phases of a client's project/program. For example, if a Contractor has completed a baseline ecological assessment or habitat mapping at a site, then this Contractor may be considered for a subsequent phase such as habitat restoration or a site-specific Species at Risk management plan. The rationale for this best-fit exception would be based on the Contractor's significant previous experience with the site, thereby reducing planning time and costs for subsequent project packages.

#### **Task Authorization Process**

1. The Project Authority will provide the Contractor with a description of the task using a Terms of Reference (ToR) or Statement of Work (SoW) document.
2. The Terms of Reference (ToR) or Statement of Work (SoW) will contain the details of the activities to be performed, a summary of known on-site hazards, a description of the deliverables, and a schedule indicating completion dates for the major activities or

submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

3. The Contractor must provide the Project Authority, within the timeframe described in the ToR/SoW, a proposal outlining the proposed approach, methodology and project team to address the ToR/SoW of the Task Authorization (TA) requirement, any proposed deviation(s) to the ToR/SoW for the specific TA, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Pricing specified in the Contract. Price Support for major disbursements must be provided with the Contractor's proposal.
4. The Contractor must not commence work until a TA is authorized by the Project Authority or the Contracting Authority, using the Task Authorization Form specified in Annex "E", has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 1.2.2 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of \$200,000 applicable taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

### 1.2.3 Task Authorization - Order of Distribution

*(To be determined)* contracts were awarded as a result of Public Works and Government Services Canada bid solicitation number EZ897-161533/A. The Contractor's order of distribution is as follows:

1 <sup>st</sup> (Best Overall)	= up to <i>(To be determined)</i> %
2 <sup>nd</sup>	= up to <i>(To be determined)</i> %
3 <sup>rd</sup>	= up to <i>(To be determined)</i> %

### 1.2.4 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **5%** of each Maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

### 1.2.5 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a "quarterly basis" to the Contracting Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

#### Reporting Requirement- Details:

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For **each** authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, Applicable Taxes extra;
- (iv) the total amount, Applicable Taxes extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

For **all** authorized tasks:

- (i) the amount (Applicable Taxes extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- (ii) the total amount, Applicable Taxes extra, expended to date against all authorized TAs.

Note: The Task Authorization Reporting form will be distributed at the time of award.

## 2. Standard Clauses and Conditions

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

## 2.1 General Conditions

2035 (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

## 2.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

## 3. Security Requirement

Contractors are hereby informed that there is a possibility that some Task Authorization (TA) contracts might require that the Contractors and their personnel to possess a Designated Organization Screening (DOS) at the RELIABILITY STATUS level issued by the Canadian Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC).

Should the successful Contractor(s) not have the level of security indicated above, PWGSC shall sponsor the successful Contractor(s) so CISD can initiate procedures for security clearance. CISD, by letter, shall forward documentation to the successful bidders for completion. Contractors desiring such sponsorship should so indicate in writing to the Contracting Authority.

Successful Contractor(s) issued a Task Authorization Contract as a result of this Task Authorization Agreement, not possessing the required security clearance at time of a Task Authorization, will be bypassed and PWGSC will proceed to the next Contractor who possesses the required security clearance and it is furthest away from the ideal business distribution.

## 4. Term of Contract

### 4.1 Period of the Contract

The period of the Contract is from the date of Contract Award to **March 31, 2019** inclusive.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ronny Ly  
Title: Supply Specialist  
Public Works and Government Services Canada  
Pacific Region - Real Property Contracting  
219 - 800 Burrard Street  
Vancouver, BC V6Z 0B9

Telephone: 604-666-0043  
Facsimile: 604-775-6633  
E-mail address: ronny.ly@pwgsc.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.

## **5.2 Project Authority (*to be determined*)**

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.

## **5.3 Authorized Environmental Services Project Manager (AESPM)**

Specific work requirements will be detailed in Task Authorization as issued by an Authorized Environmental Services Project Manager. The AESPM is the PWGSC Environmental Services Project Manager authorized by the Contracting Authority in writing to issue Task Authorizations.

## **5.4 Contractor's Representative (to be completed by Bidder)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

## **6. Payment**

### **6.1 Basis of Payment - Limitation of Expenditure - Task Authorizations**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex "B", to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

## **6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

1. Canada's total liability to the Contractor under this Contract (i.e. the cumulative total of all Task Authorizations) must not exceed \$ (to be determined). Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - (a) when it is 75 percent committed, or
  - (b) four (4) 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.
4. 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.

## **6.3 Method of Payment**

### **6.3.1 Monthly Payments**

1. 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.

## **6.4 SACC Manual Clauses (if applicable)**

A9117C (2007-11-30), T1204 - Direct Request by Customer Department  
C2000C (2007-11-30), Taxes - Foreign-based Contractor

## **6.5 Time Verification**

C0711C (2008-05-12), Time Verification

## **7. Invoicing Instructions**

### **7.1 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) a copy of time sheets to support the time claimed if requested by the Project Authority;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses, and other disbursements;
- (d) a copy of the monthly progress report.
- (e) invoice date (corrected for amendments);
- (f) invoice number;
- (g) period invoice covers;
- (h) Contract number \_\_\_\_\_ (*number to be inserted at Contract Award*);
- (i) task number;
- (j) project number;
- (k) total task amount (corrected for amendments);
- (l) amount previously invoiced;
- (m) current invoice amount;
- (n) amount remaining on task;
- (o) itemized list of fees, identifying category, resource, rate, hours, and extension. Categories, rates, resources and disbursements must be pre-approved by the Authorized Client. Canada reserves the right to not pay for categories, rates, resources or disbursements submitted on invoices that have not been pre-approved;
- (p) itemized list of travel expenses, identifying resource, dates of travel, location of travel, rates; and
- (q) itemized list of disbursements, cross-referenced to included back-up receipts.

2. Invoices must be distributed electronically as follows:

- (a) The Original copy must be forwarded to the addressee shown on page 1 of the Task Authorization for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **8. Certifications**

### **8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

### **8.2 Workers Compensation**

A0285C (2007-05-25), Workers Compensation

## **9. Applicable Laws**

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

## 10. Priority of Documents

If there is a discrepancy between the wordings 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 (2010-08-16) Canada to Own Intellectual Property
- (c) the general conditions 2035 (2015-07-03), General Conditions - Services (Higher Complexity);
- (d) Annex "A", Statement of Work;
- (e) Annex "B", Basis of Payment;
- (f) Annex "C", Insurance Requirements;
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated (*To be Determined*).

## 11. SACC Manual Clauses (if applicable)

A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

## 12. Insurance - Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements do not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfil its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 13. Comprehensive Land Claims Agreements

The Comprehensive Land Claims Agreements of up to eleven Yukon First Nations may apply to this Contract, depending on where the services will be provided.

## 14. SACC Manual Clauses

A9039C (2008-05-12), Salvage

A9068C (2010-01-11), Government Site Regulations

## **ANNEX A STATEMENT OF WORK**

This Statement of Work generally describes the various services that the Contractor may be requested to perform during the Contract. Specific work requirements for each Task Authorization (TA) will be detailed in the TA issued by an Authorized Environmental Services Project Manager (AESPM). An Authorized Environmental Services Project Manager" as defined in Section 5.3 of the contract, is the PWGSC Environmental Services Project Manager authorized by the Contracting Authority in writing to issue and administer Task Authorizations within the authority levels granted to them.

### **A. Background**

PWGSC Environmental Services requires marine/aquatic biological assessment and management services for PWGSC and other federal clients in British Columbia and Yukon. Depending upon the project scope and location of work, the Contractor may be required to complete tasks in accordance with applicable federal, British Columbia, or Yukon environmental legislation.

Generally, the required services may include:

- a) assessments of marine/aquatic biota, habitats, and related ecological services and functions;
- b) assessments of marine/aquatic resource protection projects and programs;
- c) design, implementation and monitoring of marine/aquatic habitat restoration, rehabilitation, or replacement projects;
- d) on-site environmental protection monitoring and supervision of construction project activities, and
- e) management and control of marine or aquatic invasive species.

More detailed descriptions of these services are provided in Section B.

#### **A.1 Scope of Work**

The Contractor must perform the Work in accordance with this Statement of Work and in accordance with PWGSC or other federal clients' requirements.

#### **A.2 Terminology**

For clarity, the following terminology will be used throughout this Statement of Work:

- Contract with Task Authorizations - a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions including an administrative process involving Task Authorizations. The Contract is issued to successful Bidders after completion of the solicitation process.
- Task Authorization – the instrument issued by an Authorized Environmental Services Project Manager to allow a Contractor to complete a Task.

- Task – the ‘project’, e.g., ‘nearshore marine fish habitat assessment’ or ‘fish-bearing stream assessment’.
- Task activity – a specific work element in the project workplan, e.g., ‘transect surveys of eelgrass beds’ or ‘large woody debris inventory’.

## **B. Marine/aquatic Biological Assessment and Management Services**

PWGSC Environmental Services may require assessments of marine or aquatic biota and environments which may be a) within areas subject to acquisition or divestiture by a federal Department, or b) affected by construction, remediation, or ocean disposal activities.

The Contractor’s tasks may include:

- local or regional ecosystem mapping;
- preliminary desktop research or reconnaissance-level field inventories or assessments to identify data gaps and refine the scope of subsequent fieldwork;
- aquatic and marine species and habitat inventories, monitoring, and mapping (including dive reconnaissance surveys, transects, Remotely Operated Vehicle surveys, and video recordings);
- Species at Risk assessments, inventories, monitoring, mapping, permit applications and related reporting, management plans, and relocations;
- biological sampling, analyses, and classification, mapping;
- marine or aquatic sediment sampling;
- identification and assessment of critical habitat requirements and features;
- Geographical Information System (GIS) data input and management;
- assessment of marine/aquatic ecosystem services and functions;
- mapping of benthic or aquatic water body bottom contours and features; and
- other field and desktop studies related to assessments of marine/aquatic systems and biota.

All habitat and biota assessments, inventories, and mapping must be completed in accordance with federal, provincial, and territorial legislation, guidelines, and directives (as applicable).

The Contractor must provide Computer Aided Drafting and Design (CADD) and GIS capability as required to meet the project requirements. GIS-related work can include data entry, record updating, reporting, and software support as requested by the AESPM.

### **B.1 Assessments of Marine/aquatic Biota and Habitats**

Areal surveys must be completed using site plans and other topographical mapping provided by the AESPM and other information sources as applicable. Survey intensity and coverage must be determined in consultation with the AESPM.

Field counts must be supplemented with underwater still or video photography of each quadrat at a minimum; if possible, divers should complete video photography of entire transect lines. Specific video and photographic records of field surveys will be determined in consultation with the AESPM.

Eelgrass, macrokelp beds, and other significant fish habitat features must be mapped using quadrat data and supplementary video or other remote sensing methods as appropriate and as approved by the AESPM. All mapping must be provided in hard color copy and electronically in AutoCAD (.dwg file) format or as directed by the AESPM.

The Contractor must report species' frequency and abundance using statistical methods as appropriate to the site and as determined in consultation with the AESPM.

The Contractor must complete assessments of fisheries resources and habitats and provide the resulting information in a format which allows the data to be entered into Community Mapping Network databases or atlases, as updated, and according to direction by the AESPM.

As required, the Contractor must complete site-specific fish and fish habitat inventories and assessments in accordance with a) Fisheries and Oceans Canada requirements and directions, b) requirements of the British Columbia Riparian Area Regulation, and/or c) direction from the AESPM. The Contractor must ensure that assessments conforming to the requirements of the Riparian Area Regulation are conducted in accordance with all provincial requirements.

Methodologies for assessing marine/aquatic ecosystem services and functions must be discussed with the AESPM and client Department (if applicable), and approved by the AESPM prior to issuance of a Task Authorization.

## **B.2 Species at Risk Inventories and Management Plans**

The Contractor must complete inventories, mapping, and management plans for rare or endangered marine/aquatic species in accordance with applicable federal and British Columbia/Yukon protocols and legislation. Applicable federal legislation pertaining to species at risk includes the *Species at Risk Act*, *Canada Wildlife Act*, *Migratory Birds Convention Act*, *Fisheries Act*, and *National Parks Act*. Environment Canada/Canadian Wildlife Service protocols, Birds Studies Canada protocols, and protocols established by British Columbia and Yukon agencies may also be applicable.

The Contractor must report occurrences of rare and endangered species to the appropriate agencies in formats required by those agencies.

## **B.3 Assessments of Marine/aquatic Resource Protection Policies and Programs**

Some client Departments are responsible for regulatory policies or programs (including regulatory enforcement activities) to protect marine/aquatic resources. The Contractor may be tasked with compilation and review of information concerning these policy and program activities to:

1. assess the effectiveness of protection efforts;
2. identify direct or residual impacts to biota or habitats in connection with protection activities;
3. assess adequacy of data acquisition and management;
4. identify data or methodological gaps; and/or

5. provide recommendations for improvement.

In conjunction with assessments of marine/aquatic resource protection policies and programs, the Contractor may also be tasked with completing field observations (e.g., accompany scientific personnel on field surveys or scientific vessel cruises) or field sampling to obtain confirmatory data, complete data or taxonomic analyses, or rectify data gaps.

#### ***B.4 Marine/aquatic Habitat Design and Restoration, Rehabilitation or Replacement***

PWGSC and client Departments are occasionally required to design and implement marine/aquatic habitat restoration, rehabilitation, or replacement projects, usually as part of larger construction or repair works. Habitat restoration, rehabilitation, or replacement is typically completed in accordance with Fisheries and Oceans Canada's habitat compensation policy or management plans for marine/aquatic Species at Risk. The Contractor may be tasked to provide scientific and technical support to meet Fisheries and Oceans Canada requirements for a) fish habitat rehabilitation or b) construction of compensatory fish habitat. Specific activities can include (but may not be limited to) the following:

- biotic requirements of Pacific Region marine/aquatic fish, mammal, amphibian, plant, and avian species;
- specific physical, chemical, and biological characteristics which will ensure the viability of built or restored habitats;
- productivity, species diversity, nutrient cycling, and other ecological system functions, services, characteristics, and data which will focus habitat design and implementation options; and
- methods or approaches to balance regulatory or policy requirements for habitat restoration, rehabilitation, or replacement with ecological feasibility, social desirability of possible options, and budgetary limits.

Other federal Departments may have additional or different requirements.

The Contractor may be tasked with preparation of foreshore and upland management plans to restore, rehabilitate, replace or otherwise protect or enhance marine or aquatic resources. As required by the AESPM, the Contractor must prepare designs, provide cost estimates, and implement habitat restoration, rehabilitation, or replacement measures.

Habitat restoration, rehabilitation, or replacement work may be required for aquatic areas or for upland or foreshore areas adjacent to marine/aquatic habitats. The Contractor may be tasked with hiring and supervising laborers retained to restore, replace or rehabilitate a) riparian or foreshore habitats or b) instream or nearshore habitats.

#### ***B.5 On-Site Environmental Protection Monitoring and Supervision of Construction Project Activities***

PWGSC and client Departments' projects include highway construction and maintenance, marine dredging, wharf construction, and other projects that could affect nearshore and aquatic habitats. Land-based projects may affect sensitive marine/aquatic species or marine/aquatic species at risk. PWGSC

and client Departments' projects may also involve foreshore, nearshore or instream work with potential for destruction or alteration of habitats and impacts to marine or aquatic biota.

The Contractor may be tasked with on-site environmental monitoring of construction work to ensure full implementation of project-specific mitigation or protection measures. Environmental monitoring services required from the Contractor include:

- review of proposed sediment and erosion control measures, and on-site monitoring of construction work to ensure those measures are properly implemented;
- review of proposed spill prevention, spill control, and response plans, and on-site monitoring of construction work to ensure those plans are properly implemented;
- provision of real-time biological advice and direction to field construction personnel or 3<sup>rd</sup>-party contractors to address situations where there is imminent, unexpected risk to biota and/or habitats;
- assessment of post-project biological impacts associated with federal construction or other field activities;
- written and (as appropriate) verbal reporting of a) monitoring activities, b) implementation of mitigative and protective measures, c) implementation of on-site directions given in response to situations involving imminent risk to biota and/or habitats, and d) post-construction effects; and
- liaison between the AESPM, the construction contractor and field personnel, and environmental and regulatory agency personnel.

The Contractor tasked with environmental monitoring must ensure the project is in compliance with:

1. any environmental management requirements of project approvals, authorizations, and permits;
2. applicable legislation, regulations and guidelines;
3. contract documents and specifications;
4. corporate environmental management programs; and
5. policies and industry Best Management Practices.

### ***B.6 Management and Control of Invasive Species***

The Contractor may be tasked with invasive species assessment, removal and/or management, as applicable to the site. Invasive species management and control activities may include (but may not necessarily be limited to):

1. invasive species assessments, inventories, monitoring, and mapping;
2. preparation and implementation of invasive species management plans; and
3. monitoring and reporting of invasive species management actions.

### ***B.7 Environmental Impact Assessment / Effects Evaluations:***

The Contractor may be tasked with environmental impact assessments or effects evaluations of proposed projects in accordance with PWGSC Environmental Services' Statements of Work and client departments' guidelines. Marine/aquatic biological, physical, social and economic components (including traditional ecological knowledge), accidents and malfunctions and cumulative impacts on the environment may be

considered in these assessments, as well as the results of public, stakeholder, and agency communications.

The Contractor may be required to liaise and consult with the appropriate federal, provincial and regional/local agencies to gather information and identify implications of the proposed projects. The agencies typically consulted are:

- i) Federal Departments including Environment Canada, Health Canada, Transport Canada, and Department of Fisheries and Oceans,
- ii) Provincial Ministry of Air, Land & Water Protection, and
- iii) Regional/municipal and facility authorities having jurisdiction.

The Contractor may be required to liaise with other groups and agencies as required by the Project Manager and/or as necessary for the completion of the specific assessment/evaluation. The Contractor may be required to prepare minutes of meetings.

The Contractor may be required to design a public communication plan, with input from PWGSC and other client departments, and to arrange public information sessions and meetings to solicit comments and address any public concerns regarding the proposed project.

The Contractor may be required to prepare and implement environmental-effects monitoring plans for projects on behalf of PWGSC Environmental Services and other client departments.

The Contractor may be required to prepare permitting applications/notifications for projects on behalf of PWGSC Environmental Services and other client departments.

Environmental Impact Assessment/Effects evaluation reports will be prepared using a PWGSC template. The template may include the following factors:

- Description of project history and alternatives, including a summary of decisions taken leading up to the identification of the preferred option;
- Description of project activities/project scope: a list of activities and their locations, scheduling details and estimates of their magnitude or scale (quantified, if possible). If a new design is involved, then design drawings must be reviewed and attached or referenced;
- Identification of the environmental components (such as relevant sediments/riparian soils, geology, hydrology, vegetation, wildlife and wetlands, land use, cultural resources, infrastructure, and hazardous materials) in the study area, their interrelationship and documentation or discussion of their sensitivity to disturbance;
- Environmental effects: a summary of the effects, including residual and cumulative environmental effects and the effects of malfunctions or accidents of project activities on those components of the marine/aquatic environment considered at risk;
- Determination of significance of the environmental effects: a statement of whether the adverse environmental effects (taking into account appropriate mitigation measures), are significant or uncertain, with a supporting rationale for that determination;

- Proposed mitigation measures: a list and description of any mitigation measures referenced to the environmental effects they are designed to eliminate or reduce, that, in the opinion of PWGSC are required to prevent or reduce significant adverse environmental effects;
- Public communication: a description of any public communication during the screening, the results of the communications and an outline of any future communication program;
- Expert department consultation: a record of consultations with expert federal departments, and a discussion of any unresolved issues raised during these consultations;
- Supporting information: a summary and interpretation of technical and environmental studies, maps, or other information used in making the screening decision; and
- Follow-up program: Proposed activities and schedules for follow-up inspection/monitoring, sampling, review and assessment as required to evaluate the effectiveness of mitigation measures and determine the accuracy of the environmental impact assessment.

## **C. General Procedures**

### ***C. 1 Records and Background Information Review***

The Contractor must review all documents or sources of information available from the AESPM, other federal departments and agencies, and non-federal agencies and scientific groups. Scientific or anecdotal information may also be available from members of the public and from First Nations; information obtained from these sources must be critically reviewed for its scientific validity and applicability to the project. All relevant available PWGSC documents, photographs, and plans will be made available through the AESPM.

The Contractor must document each reviewed information source, even if the source provides no relevant findings. Where an information request to an agency or group does not result in a response, the lack of response must be documented. The contractor must provide a brief rationale in instances where the information from an available document or information source is not used.

Where relevant information gaps become apparent through the background review, site visit, or field sampling, the Contractor must notify the AESPM in writing as soon as possible.

Reports must include copies of plans and documents, design drawings and sections, photographs (site, significant environmental and archaeological features, and artifacts as applicable), maps, interview records, references to original sources, and any other information compiled and used to derive the reports' findings and conclusions. Field notes should be retained for later review by the AESPM.

Upon request by the AESPM, the Contractor must provide a verbal report of the initial findings to the AESPM immediately after the field activities have been completed.

As directed by the AESPM, written or emailed progress reports must be provided to the AESPM at regular intervals. The progress reports must include a synopsis of work completed during the latest report period and the projected work plan for the following period. The Contractor must be prepared to meet with the AESPM and discuss any matter concerning the progress and findings of the project.

Applicable federal, provincial/territorial, local legislation and published guidelines, which have been used as the basis for findings or conclusions, must be referenced. Where it is unclear which environmental quality guidelines or criteria are to be used, the AESPM will identify the appropriate standards. As directed by the AESPM, the Contractor may be required to provide site information and reporting which will satisfy provincial or other non-federal agency requirements.

Site plans or area maps must be included in any assessment report. The information content of any plan or map must be confirmed with the AESPM. Plan or map information may include:

1. the legal boundaries of the property;
2. project footprint and location;
3. all existing structures, roads, pathways, significant underground utilities and other buried structures, and other cultural features as relevant to the project;
4. significant physical features including slope, wetlands and surface water bodies (including stream flow direction), soil or sediment substrate types (if relevant), and other features as appropriate;
5. significant biological features (e.g., vegetative cover and types, nesting areas, location of sensitive species or species at risk, spawning areas) and any other ecological information relevant to the project;
6. sampling and specimen collection points;
7. biological and property information superimposed onto orthophotographs of the property or area; and
8. orientation of the map (i.e., a north arrow must be shown) and map scale.

With the exception of underwater transects, site plan or map features and data must be spatially located by means of land survey or GPS (DGPS may be specified by the AESPM where greater ground accuracy is required). Survey and GPS coordinates must be provided in an Appendix to the report. Where no georeferenced or surveyed site plan exists for a property or facility, a georeferenced site plan must, upon direction of the AESPM, be generated as part of the project. In that case, the assessor or Contractor must collect information during the original survey to georeference the drawing. This can be done by using ortho-photos, DGPS collected Ground Control Points, or tying the drawing into a survey monument and orienting according to true north.

Directions and measured lengths of underwater transects must be plotted against a georeferenced base plan or map.

Where plan or map information is derived from a secondary source, the information source must be explicitly referenced both on the plan or map and in the report References. Laboratory and species classification data must be summarized in tables with the applicable environmental quality criteria and/or standards that are used for the numerical comparison or classification.

The Contractor must submit paper and / or electronic copies of the drafts (typically a minimum of 2 drafts) and final reports as directed by the AESPM. All reports must have double-sided printing, and have

tabbed dividers to separate appendices from the main body of the report. At a minimum, one complete electronic copy (i.e., a single file containing all text, photographs, tables, plans, and scanned documents) of the final report must be submitted in Adobe Acrobat (.pdf) format. Any signature pages with signatures and professional stamps that are present in a paper copy of the report must be included in the electronic copy. In addition to the final electronic copy of the report, all figures, drawings, tables, graphs, photos, appendices, etc. which have been included in the paper copy of the report must be provided electronically as separate files. Site plans and all design drawings drafted by the Contractor must be provided in AutoCAD (.dwg) format. The report text must be produced in Microsoft Word (.doc) format, photos in .jpg format, and data tables in Microsoft Excel (.xls) format, unless otherwise directed by the AESPM.

All final reports are subject to acceptance by Canada and must be signed by all authors, and sealed as appropriate.

All invoices must be sent to the AESPM for approval. The Contractor must identify final invoices as such.

## **C.2 Scheduling**

The Contractor must prepare a schedule for all project events including various on-site assessment activities, meetings and report submissions. Any proposed revision of the schedule must be subject to the approval of the AESPM.

Schedules may be required in the form of timetables, Gantt charts, or other formats as directed by the AESPM, and must be provided in electronic and/or hard copy formats.

## **C.3 General Communication**

The AESPM will be identified on the Task Authorization document sent to the Contractor. The Contractor must communicate with the AESPM a) as required by project circumstances, and b) at regular intervals throughout the project as directed by the AESPM. The Contractor's correspondence with any party other than the AESPM must be forwarded through the AESPM or delivered as approved by the AESPM.

If additional work is necessary due to a change in field conditions or requirements, or as a result of findings during the site visit, the Contractor must notify the AESPM immediately by telephone and / or in writing. Work or activities which are additional or supplemental to or in substitution of the work and budget specified in the Contractor's approved work plan must not be undertaken without the approval of the AESPM.

Under certain and very limited circumstances (e.g., site work in a remote location where instantaneous communication with the AESPM or the ability to obtain verbal or written approval may be problematic), the AESPM may, in advance, authorize fieldwork additional to that specified in the work plan if it may reasonably be required to complete the fieldwork. In these cases, the Contractor is expected to exercise good field judgment, bearing in mind potential constraints to budget and the overall objectives of the project. Where additional work of this nature is deemed necessary, the Contractor must provide a full description of and rationale for this work to the AESPM at the earliest opportunity.

The Contractor must participate in or conduct meetings or teleconferences as requested by the AESPM. The Contractor must prepare minutes of the meetings as requested by the AESPM, with a draft sent to the AESPM for review and approval prior to their dissemination. At the discretion of the AESPM, the Contractor may be required to maintain an action item list.

Where the Contractor is requested to conduct public and agency notification and/or public communication sessions, the Contractor must maintain a record of the communications and copy the AESPM on any such communications. All formal communication (e.g. letters of direction, approvals, etc.) must be solely between the AESPM and the Contractor.

The Contractor may be expected to liaise with the appropriate federal, provincial and regional / local agencies to gather information and identify implications of the proposed projects. The Contractor is to notify the AESPM prior to any liaison and outline the intended scope of the discussion and any other relevant details.

#### **C.4 Permits**

The Contractor must (unless otherwise directed by the AESPM) obtain applicable permits / approvals required to access sites and conduct biological monitoring, inventory or measurement, or sampling. Prior to submitting the permit application, the application must be reviewed and approved by the AESPM.

#### **C.5 Site Operations**

The Contractor's on-site visits/activities must not disrupt the normal function, access, and working environment of the site within reason. No on-site visits/activities are to be undertaken without authorization by the AESPM.

Any aspect of the property that is perceived by the Contractor to be unsafe or unusual (e.g. damaged conduits, unsecured buildings, evidence of recent vandalism, environmental releases/spills) should be documented, photographed, and reported to the AESPM.

#### **C.6 Repair of Damaged Surfaces or Structures**

The Contractor is responsible for repairing all damaged surfaces or structures arising from Contractor activities. If a Contractor has been retained and the work has the potential to damage other site features such as fences or other obstructions, prior approval is required from the AESPM.

#### **C.7 Health and Safety**

The Contractor is responsible for ensuring the health and safety of all contractor personnel at the site during the project. Accordingly, a Health and Safety Plan must be developed prior to the field work and must be in effect during the field activities. The Health and Safety Plan must be reviewed approved by the AESPM prior to start of on-site work. The Contractor must ensure that all relevant safety policies,

guidelines, and emergency response actions are reviewed with site personnel and that the Health and Safety Plan is easily accessible to staff during all field activities.

The Contractor is responsible for completing all utility locates prior to completing any intrusive investigations at the property to avoid damage to underground utilities.

### **C.8 Site Security**

Work in sensitive security areas (e.g., federal penitentiaries, RCMP, National Defence facilities) may require project personnel to have a requisite level of security clearance prior to examining pertinent site documents and/or actual work on site. In those cases, all project personnel must provide written confirmation of the appropriate security clearances to the AESPM and client department prior to any sensitive phase of the project.

Where required, the Contractor will be given access to the subject property. The Contractor must ensure that upon leaving, all buildings and/or gates are secured as found and the keys are returned without undue delay to an approved representative of PWGSC or the client Department. The Contractor may be required to provide Commissionaires to ensure building or area security.

### **C.9 Confidentiality**

Information, data, photos, drawings, etc. gathered as part of this project must be treated as confidential and must be made available only to PWGSC or as authorized in writing by the AESPM. All original photos, video, documents, and reports produced within the terms of the Contract become the property of the federal Crown. Some projects may require the Contractor to sign confidentiality agreements. These must be signed prior to the start of the project. Where requested in writing, PWGSC may make accommodation for confidentiality agreements with First Nations.

Any photos, plans or documents provided as reference materials by the AESPM to the Contractor remain the property of PWGSC, and must not be used, shared, or sold to any group for any other project except upon written authorization of the AESPM. All such reference materials must be returned to the AESPM with the final report where requested.

The Contractor must direct all public or media enquiries to the AESPM.

### **C.10 Categories of Contractor Personnel**

The following are the generally-expected responsibilities and duties for the categories of personnel required to be provided for this Contract. Other personnel with more specialized attributes may be required for specific Task Authorizations and the rules for their incorporation into a Task Authorization are detailed in Annex "B", Basis of Payment.

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<b>Category Name</b>	<b>Typical Duties</b>
<b>C.10.1 Project Personnel</b>	
Project Manager	Responsible for the management of marine/aquatic biological assessment and management projects, including adherence to project scope, time, and budget. The Marine/aquatic Project Manager is responsible for ensuring quality of work and deliverables; assigning appropriate types and levels of human resources; maintaining clear and consistent communications between the ES Project Manager and all other appropriate parties; managing project risk; procurement of supplementary equipment or services as required to complete the project. The Marine/aquatic Project Manager provides technical advice and senior technical review.
Marine/aquatic Biologist	Ensures completion of marine/aquatic biological assessment and management projects in accordance with federal, British Columbia, or Yukon regulatory regimes and requirements, as applicable. Provides expert technical guidance to project teams; directs or leads biological field studies; directs data acquisition and compilation from existing data sources; identifies relevant mitigation and protection measures.
<b>C.10.2 Other Categories of Personnel</b>	
Field Technician	Responsible for supporting field sampling, data compilation and data review.
CADD/Drafting Technician	Responsible for production of CADD site and facility plans as-built drawings using AutoCAD software.
GIS Specialist	Establishes and maintains a geographic information system. Provides GIS support to projects as required.
Laborer	Carries out habitat construction, invasive species removal, and other physical activities to prepare for and implement aquatic-marine ecological project plans and prescriptions.

**ANNEX B**

**BASIS OF PAYMENT**

**B.1 Labour Rates**

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

**B1.1 Date of Award to March 31, 2018**

<b>Resource Category</b>	<b>Firm Hourly Rate (\$CDN)</b>
Marine/aquatic Project Manager	\$ ____/hr
Marine/aquatic Biologist	\$ ____/hr
Field Technician	\$ ____/hr
CADD/Drafting Technician	\$ ____/hr
GIS Specialist	\$ ____/hr
Laborer	\$ ____/hr

**B1.2 April 1, 2018 to March 31, 2019**

<b>Resource Category</b>	<b>Firm Hourly Rate (\$CDN)</b>
Marine/aquatic Project Manager	\$ ____/hr
Marine/aquatic Biologist	

	\$ ____/hr
Field Technician	\$ ____/hr
CADD/Drafting Technician	\$ ____/hr
GIS Specialist	\$ ____/hr
Laborer	\$ ____/hr

- B.1.3 Hourly rates will remain firm for the full period of the Contract. The hourly rates for each person in a specific category of personnel must be the same.
- B.1.4 The hourly rates quoted must include all overhead, including administrative time, field supplies, internal equipment charges (including equipment charges considered to be internal although they may be rented), clerical support and other indirect support such as report printing costs for 3 hardcopies.
- B.1.5 Extraordinary printing costs (e.g. high quality photograph reproduction not possible on standard laser printers or plotters) may be charged only if specific prior approval from PWGSC is obtained.
- B.1.6 Time worked which is more or less than an hour must be prorated to reflect actual time worked.
- B.1.7 The Contractor will only be allowed to charge for the categories of personnel identified above. If other personnel, such as clerical support, are normally charged out for these services then the bidder must include their estimated costs in the hourly rates of one of the categories above.
- B.1.8 Overtime, holidays, weekend and evening work must be charged at the firm hourly rate.

**B.2 New or Replacement Personnel**

- B.2.1 If the Contractor plans to use any personnel who have not previously received approval by PWGSC, the Contractor must get PWGSC approval prior to allowing the person to work on, or be chargeable to, the project. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes and cover letters must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience **equal to or better than** the individual(s) originally proposed in the Task Authorization. PWGSC reserves the right not to make payment for personnel not pre-approved by PWGSC.

B.2.2 The rates for the replacement personnel must be the same rate as the category their replacement was in or whichever category is appropriate based on their skills.

### **B.3 Personnel Moving to Different Category**

B.3.1 If the Contractor plans to move a pre-approved personnel listed in a certain category into another category, they must get pre-approval by PWGSC. PWGSC reserves the right not to make payment for personnel not pre-approved into a different category.

### **B.4 Other Direct Expenses**

B.4.1 The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost with mark-up, upon submission of an itemized statement supported by receipt vouchers as per B.7 Disbursements.

B.4.2 Non-allowable field supplies and internal equipment charges include the following:

- .1 Health and safety equipment and supplies (e.g. Personal Protective Equipment) including: hard hats, protective goggles, safety footwear, gloves, disposable gloves, coveralls, respirators, life jackets, survival suits, first aid kits.
- .2 Water monitoring equipment and supplies including: pH meters, conductivity meters, turbidity meters, dissolved oxygen meters, water level meters, interface probes.
- .3 Water and biota sampling equipment and supplies including: grabs and cores, pump tubing, filters, bottles and preservatives.
- .4 Surveying equipment and supplies including: measuring wheel, GPS unit (non-differential), tapes, stakes, spray paint.
- .5 Miscellaneous equipment and supplies including: telephone charges, cell phone, fax charges, computer, software, plotter, camera, common hand tools, batteries, stationary, printing charges.

B.4.3 Extraordinary field supplies, field equipment, and internal equipment charges may be allowed on a case by case basis with prior approval from PWGSC.

B.4.4 Extraordinary field supplies and internal equipment charges will be paid for actual costs incurred with no mark-up. If the extraordinary field supplies or internal equipment charge is Contractor - owned, proof that Contractor rates are industry competitive must be provided. Extraordinary field supplies and internal equipment charges must be specifically identified in the work plan and prior approval from PWGSC is required. All extraordinary field supplies purchased for Work under the Contract becomes the property of PWGSC.

### **B.5 Sub-contractors**

B.5.1 Sub-contractors required to complete the activities may be hired by the Contractor if the work is less than \$25,000 (inclusive of taxes). The successful sub-contractor must be approved by PWGSC.

- B.5.2 Sub-contractors required to complete the activities greater than \$25,000 (inclusive of taxes) must undergo a competitive process involving at least three potential sub-contractors. PWGSC reserves the right to approve/not approve the successful sub-contractors based on expertise.
- B.5.3 Work which requires construction or demolition activities greater than \$25,000 (inclusive of taxes) is not permitted under the task authorization.

## **B.6 Travel and Living**

- B.6.1 The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without markup, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B,C and D of the National Joint Council Travel Directive, : <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Charges for air travel must not exceed that for economy class.
- B.6.2 All travel must have the prior authorization of PWGSC. All payments are subject to government audit.
- B.6.3 For projects located in British Columbia (excluding Vancouver Island) and Yukon, travel-related expenses associated with the delivery of services will be calculated from the PWGSC's Vancouver Office, 800 Burrard Street, Vancouver, BC V6Z 0B9 or from the Contractor's project personnel's office to the project site, whichever is closer.

For projects located on Vancouver Island, travel-related expenses associated with the delivery of services will be calculated from the PWGSC's Victoria Office, 1230 Government Street, Victoria, BC V8W 3X4 or from the Contractor's project personnel's office to the project site, whichever is closer.

All travel related expenses within 50kms of the above locations will be included in the Contractor's hourly fee structure.

Travel to/from Vancouver and Victoria will be paid, or the equivalent cost of travel between the two will be paid if travel is from another location. All travel is subject to PWGSC approval. PWGSC reserves the right to require any of the personnel on the Consultant's team to attend the project site or in-person meetings.

## **B.7 Disbursements**

Cost plus Firm Fixed percentage \_\_\_\_\_%. Cannot be applied to resource categories established on the TAC.

## ANNEX C

### INSURANCE REQUIREMENTS

#### C.1 Insurance

##### **Insurance – Specific Requirements G1001C (2013-11-16)**

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

##### **Commercial General Liability Insurance G2001C (2014-06-26)**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises
- o. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents

#### **Environmental Impairment Liability Insurance G2040C (2014-06-26)**

1. The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
  - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

- c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- d. Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- e. Incidental Transit Extension: The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

#### **Errors & Omissions/Professional Liability Insurance G2002C (2008-05-12)**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

## CERTIFICATE OF INSURANCE

Description and Location of Work					Contract No.	
					Project No.	
Name of Insurer, Broker or Agent		Address (No., Street)		City	Province	Postal Code
Name of Insured (Contractor)		Address (No., Street)		City	Province	Postal Code
Additional Insured <b>Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services</b>						
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
<b>Commercial General Liability</b>				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
<b>Umbrella/Excess Liability</b>				\$	\$	\$
<b>Environmental Impairment Liability Insurance</b>				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
<b>Errors &amp; Omissions / Professional Liability Insurance</b>						
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>					<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)					Telephone number	
<div style="border: 1px solid black; height: 20px; width: 100%;"></div>					<div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
Signature					Date D / M / Y	

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## **ANNEX D**

### **EVALUTAION CRITERIA**

Part 1 Technical Evaluation

Part 2 Financial Evaluation

## Part 1 Technical Evaluation

### D.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. An evaluation team composed of representatives of Canada will evaluate the bids.

Each responsive offer will be evaluated against the point-rated criteria listed below. The information should be detailed enough so as to allow a complete evaluation. It would assist in the evaluation if each section clearly indicates the specific criteria it is addressing.

For each rated criterion where a maximum number of points is shown, evaluators may award any whole number in the range of points from zero up to the maximum number of points.

Bidders' responses will be evaluated against the definitions and information requirements as described by these Evaluation Criteria. Bidders should ensure that all responses provide the necessary details regarding dates, education and credentials, and demonstrative project experience. Points will be awarded solely on the basis of information as explicitly written in the Bidder's response.

For all demonstrated experience project descriptions, it is requested that the Bidder provide:

- 1) the date of completion of the project;
- 2) the client name and name of a client contact;
- 3) the telephone number or email address for that client contact;
- 4) the value of services provided by the bidder to that client (Note: the value of services includes only those services provided by the Bidder, not the overall client project budget).

Bidders should note where clients have requested that their project be confidential. Confidential clients may be contacted by PWGSC only to confirm details of the demonstrated experience projects as relevant to this solicitation.

### D.2 Bid Preparation Instructions - Mandatory Requirements

#### D.2.1 Marine / Aquatic Project Managers

PWGSC requires TWO Project Managers meeting the minimum educational standard and having acceptable demonstrated experience. **Each** Project Manager must possess:

- i. a Bachelor's Degree (or higher) with an acceptable formal coursework specialization in ecology, marine/aquatic biology, environmental sciences, or other science relevant to the position, **and**
- ii. 3 or more years of experience between January 2011 and the closing date of this solicitation in the field of marine/aquatic ecosystem assessment or marine/aquatic habitat/ecosystem management.

#### D.2.2 Marine/Aquatic Ecosystem Biologists

PWGSC requires THREE Biologists meeting the minimum educational (or education plus experience) standard. **Each** Biologist must possess:

- i. a Master's Degree with an acceptable specialization in marine/aquatic ecology or biology, environmental

sciences, marine/aquatic biological management, or other relevant science, **or**

- ii. a Bachelor's Degree with an acceptable formal coursework specialization in ecology, marine/aquatic biology, environmental sciences, or other science relevant to the position **with** three (3) or more years of experience between January 2011 and the closing date of this solicitation in the field of marine/aquatic ecosystem assessment or marine/aquatic habitat/ecosystem management.

**\*No further consideration will be given to bidders not meeting the minimum requirements.\***

**D.3 Bid Preparation Instructions – Point Rated Requirements**

D.3.1 Definitions

**"Completed Project"** is a project for which the final marine/aquatic ecosystem assessment or marine/aquatic habitat creation, enhancement, or restoration report (as applicable) has been submitted to the client (NOTE: A project where a) only the draft project report has been submitted to the client, or b) the final project report is in preparation is NOT acceptable as "completed project" for the purpose of this solicitation).

**"Multi-disciplinary project teams"** are project teams comprised of three or more personnel with individual specialties in technical/scientific disciplines (e.g. marine/aquatic ecology, hydrogeology, taxonomy, engineering, etc).

D.3.2 Marine/Aquatic Project Managers

For **each** of the two Project Managers, it is requested that the Bidder provide examples of marine/aquatic ecosystem assessment or habitat/ecosystem management projects (must have been completed between January 2011 and the closing date of this solicitation to be considered) which demonstrate the required project management experience as described below. **It is possible that one project may cover all three criterion. Maximum two (2) pages per Project Manager.**

For each Project Manager, provide TWO examples of projects demonstrating personal responsibility for all project management aspects (including schedule, cost control, study team, communications, risk management, and health and safety) for two marine/aquatic ecological assessment or marine/aquatic habitat/ecosystem management projects.	40 pts (10 pts/project)	Min. 24 pts
For each Project Manager, provide ONE example of a project demonstrating personal responsibility for senior technical review of a marine/aquatic ecological assessment or marine/aquatic habitat/ecosystem management technical report.	20 pts (10 pts/project)	Min. 12 pts
For each Project Manager, provide ONE example of project demonstrating personal experience with formation and management of a multi-disciplinary project team.	20 pts (10 pts/project)	Min. 12 pts

Project Managers, total possible points: 80 pts.

D.3.3 Marine/aquatic Ecosystem Biologists

For **each** of the three Marine/aquatic Ecosystem Biologists, it is requested that the Bidder provide examples of marine/aquatic ecosystem assessment or marine/aquatic habitat/ecosystem management projects (must have been completed between January 2011 and the closing date of this solicitation to be considered) which demonstrate the required experience as described below. **It is possible that one project may cover all three criterion. Maximum two (2) pages per Marine/Aquatic Ecosystem Biologists**

For <b>each</b> Marine/Aquatic Ecosystem Biologist, provide TWO examples of projects which demonstrates personal responsibility for field implementation of a marine/aquatic ecosystem assessment and/or marine/aquatic habitat/ecosystem management project within British Columbia or Yukon. Responsibility must include direct supervision of field technicians over the course of the demonstrative projects.	60 pts (10 pts/project)	Min.36 pts
For <b>each</b> Marine/Aquatic Ecosystem Biologist, provide ONE example which demonstrates personal responsibility for creating a technical field design or field prescription to enhance or restore marine/aquatic habitat in British Columbia or Yukon.	30 pts (10 pts/example)	Min. 18 pts
For each Marine/Aquatic Ecosystem Biologist, provide ONE example of a project which demonstrates experience in direct supervision of field construction work carried out to create, enhance, or restore marine/aquatic habitat in British Columbia or Yukon.	30 pts (10 pts/project)	Min. 18 pts

Marine/aquatic Ecosystem Biologists, total possible points: 120 pts.

#### D.3.4 Other Categories of Personnel

PWGSC requires other categories of personnel that may be involved in a marine/aquatic ecosystem assessment project or marine/aquatic habitat/ecosystem management project, namely Field Technicians, a Drafting Technician, and a Geographic Information System Specialist. The name of proposed personnel, their qualifications, and their hourly rates are requested.

##### D.3.4.1. Field Technicians

PWGSC requires THREE Field Technicians having the minimum education, experience, and qualifications. **Maximum two (2) pages per Field Technician.**

The Bidder must show that **each** Field Technician has demonstrated fieldwork experience to support a marine/aquatic biology assessment. Ability is demonstrated by a mix of experience and education, which includes a university degree or technical diploma **and** three (3) or more years of experience with the fieldwork related to assessment of marine/aquatic ecosystems or ecosystem components.

For each Field Technician, provide details of relevant education plus experience, (a university degree or technical diploma related to ecology or ecosystems, <b>and</b> 3 or more years experience with the fieldwork related to assessment of marine/aquatic ecosystems or ecosystem components).	30 pts (10 pts for each Field Technician)	Min. 6 pts for each Field Technician
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##### D.3.4.2 Drafting Technician

PWGSC requires ONE Drafting Technician having acceptable experience. **Maximum two (2) pages per Drafting Technician.**

The Bidder must show that the Drafting Technician has demonstrated experience with production of species occurrence maps or habitat mapping **and** experience with production of georeferenced site plans.

For the Drafting Technician, provide	20 pts (10 pts/example)	Min. 6 pts/example
<ul style="list-style-type: none"> <li>i. ONE example which demonstrates experience with production of species occurrence maps or habitat mapping, <b>and</b></li> <li>ii. ONE example which demonstrates experience with production of georeferenced site plans.</li> </ul>		

D.3.4.3 Geographic Information System Specialist

PWGSC requires ONE Geographic Information System Specialist having acceptable qualifications and experience. **Maximum two (2) pages Geographic Information System Specialist.**

The Bidder must show that the proposed Geographic Information System Specialist has demonstrated experience in planning and setting up a geographic information system (GIS) for in-house or client purposes **and** experience with generating maps or reports using a GIS application.

For the Geographic Information System Specialist, provide ONE example which demonstrates experience with planning and setting up a GIS for in-house or client purposes.	10 pts	Min. 6 pts/example
For the Geographic Information System Specialist, provide ONE example which demonstrates experience with generating maps or reports using a GIS application.	10 pts	Min. 6 pts/example

**TOTAL POSSIBLE POINTS: 270 PTS**

**D 3.5 Technical Evaluation**

Description	Rating	Weight Factor	Minimum Weighted Pass Score	Weighted Points
Project Managers	0-80	2.0	96	0 – 160
Marine/aquatic Ecosystem Biologists	0-120	3.0	216	0 – 360
Field Technicians	0-30	1.0	18	0 – 30
Drafting Technicians	0-20	1.0	12	0 – 20
Geographic Information System Specialist	0-20	1.0	12	0 – 20
<b>Total Technical Score</b>	<b>0-270</b>			<b>0 – 590</b>

**D2.6 PWGSC Evaluation Board and Generic Evaluation Table**

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below. The final score will be a single score agreed to by the entire board

**(a) Generic Evaluation Table**

<b>Non Responsive</b>	<b>Inadequate</b>	<b>Weak</b>	<b>Adequate</b>	<b>Fully Satisfactory</b>	<b>Strong</b>
<b>0 Point</b>	<b>2 Points</b>	<b>4 Points</b>	<b>6 Points</b>	<b>8 Points</b>	<b>10 Points</b>
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

Bidders **must** achieve the minimum score for each of the rated technical criteria as specified above. **No further consideration will be given to bidders not achieving the minimum pass scores.**

## Part 2 Financial Evaluation

### D.3 Financial Evaluation

#### D.3.1 Category Rate Evaluation

Bidders must submit their price/rate proposal **separate sealed envelope**. Failure to do so will result in the bid being considered non-responsive and not considered for Contract award.

For rate evaluation purposes only these percentages are fixed and will apply in the evaluation to determine a blended hourly rate.

In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: Bidders must provide an hourly rate for each listed position. In the event that the Contractor consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the Contractor does not have an Intermediate Personnel, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Personnel. The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.

#### Date of award to March 31, 2018

Resource Category	Hourly Rate (HR)	Weighting in Evaluation (W)	Evaluated Rate (= HR x W)
<b>Marine/aquatic Project Manager</b> (Two Named Individuals meeting applicable criteria from D.2.1)	\$ _____/hr	25	\$
<b>Marine/aquatic Biologist</b> (Three Named Individuals meeting applicable criteria from D.2.2)	\$ _____/hr	45	\$
<b>Field Technician</b> (Three Named Individuals meeting applicable criteria from D.3.4.1)	\$ _____/hr	15	\$
<b>Drafting Technician</b> (One Named Individual meeting applicable criteria from D.3.4.2)	\$ _____/hr	5	\$
<b>Geographic Information System Specialist</b> (One Named Individual meeting applicable criteria from D.3.4.3)	\$ _____/hr	5	\$
<b>Labourer</b> (Named individuals are not required, but a labor rate is required)	\$ _____/hr	5	\$
<b>Sub-Total (A)</b>			<b>\$</b>

**April 01, 2018 to March 31, 2019**

<b>Resource Category</b>	<b>Hourly Rate (HR)</b>	<b>Weighting in Evaluation (W)</b>	<b>Evaluated Rate (= HR x W)</b>
<b>Marine/aquatic Project Manager</b> (Two Named Individuals meeting applicable criteria from D.2.1)	\$ _____/hr	25	\$
<b>Marine/aquatic Biologist</b> (Three Named Individuals meeting applicable criteria from D.2.2)	\$ _____/hr	45	\$
<b>Field Technician</b> (Three Named Individuals meeting applicable criteria from D.3.4.1)	\$ _____/hr	15	\$
<b>Drafting Technician</b> (One Named Individual meeting applicable criteria from D.3.4.2)	\$ _____/hr	5	\$
<b>Geographic Information System Specialist</b> (One Named Individual meeting applicable criteria from D.3.4.3)	\$ _____/hr	5	\$
<b>Labourer</b> (Named individuals are not required, but a labor rate is required)	\$ _____/hr	5	\$
<b>Sub-Total (B)</b>			<b>\$</b>

**D.3.2 Disbursements Markup Evaluation**

Estimated at \$100.00 (for evaluation purposes only) x (1 + Firm Fixed (B.7)\_\_\_\_%) = **Total \$** \_\_\_\_\_

**D.3.3 Summary of Estimated Costs**

<b>Sub-Total Evaluated Rates for Professional Fees (A+B)</b>	<b>\$</b>
<b>Disbursements (D.3.2)</b>	<b>\$</b>
<b>Total Evaluated Rate(Applicable Taxes Extra)</b>	<b>\$</b>

All price proposals which are greater than twenty-five (25%) above the average price will be set aside and will receive no further consideration.

#### **D.4 Total Financial Score**

The Total Financial Score (TFS) will be based on the lowest Total Evaluated Rate (TER). The lowest TER from all technically responsive bids will score 100 points for the TFS. The TFS for the other technically responsive bids will be calculated as follows:

Bid's TFS = (lowest TER from all technically responsive bids) / (bid's TER) x 100 points

#### **D.5 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory technical criteria;
  - (c) obtain the required minimum pass score of sixty (60%) percent in each technical criterion;and
- (d) have a price no greater than 1.25% times the average bid prices.

The rating is performed on a scale of 100 Points.

2. Bids not meeting (a) or (b) or (c) or (d) above 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 75% for the technical merit and 25% 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 75%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price by (lowest evaluated price) / (bid price), and multiplied by the ratio of 25%.
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 three responsive bids with the highest combined rating of technical merit and price will be recommended for award of a contract as follows:
  - (a) If there are three responsive bids, the first ranked bidder will be recommended for award of a \$2,500,000 Contract with a 5% minimum work guarantee, the second ranked bidder will be recommended for award of a \$1,750,000 Contract with a 5% minimum work guarantee, and the third ranked bidder will be recommended for award of a \$750,000 Contract with a 5% minimum work guarantee.
  - (b) If there are two responsive bids, the first ranked bidder will be recommended for award of a \$3,000,000 Contract with a 5% minimum work guarantee, and the second ranked bidder will be recommended for award of a \$2,000,000 Contract with a 5% minimum work guarantee.
  - (c) If there is only one responsive bid, the bidder will be recommended for award of a \$5,000,000 Contract with a 5% minimum work guarantee.

Dollar values exclude GST/HST.

The table below illustrates an example where three bids are received and the selection of the contractor is determined by a 75/25 ratio of technical merit and price, respectively. The total available weighted points equals 590 and the lowest evaluated price is \$100.

**Basis of Selection – Highest Combined Rating Technical Merit (75%) and Price (25%)**

	<b>Bidder</b>		
	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score (TTS)</b>	472/590	322/590	446/590
<b>Bid Evaluated Rate (TER)</b>	120	Not technically compliant	100
<b>Calculations</b>			
<b>Technical Merit Score</b>	$572/590 \times 75 = 60$		$446/590 \times 75 = 56.70$
<b>Pricing Score (TFS)</b>	$100/120 \times 25 = 20.83$		$100/100 \times 25 = 25.00$
<b>Combined Rating</b>	80.83		81.70
<b>Overall Rating</b>	<b>2<sup>nd</sup></b>		<b>1<sup>st</sup></b>

Solicitation No. - N° de l'invitation  
EZ897-161533/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwy020

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

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**ANNEX E**  
**TASK AUTHORISATION FORM TPSGC-PWGSC 572**

Vendor No. / No. fournisseur Contact Name - Nom du contact Acc. No. - No. comp.		PST Exempt No. - No. d'exemption de la TVP As per Contract / Selon le contrat Contract number / Numéro du contrat		Contact - Personne ressource RP/SI - PACIFIC		Tel. No. - No. du tél. Fax. No. - No. de télécop.		Order No. / No. de la commande Order date / Date de la commande			
Item No. / No. de l'art Description de l'article		U of I / U de D		Quantity / Quantité		Unit Price / Prix unitaire		Disc. / Esc.		Ext. Price / Prix calculé	
Delivery Address - Adresse de livraison PWGSC/TPSGC 800 Burrard Street Vancouver BC V6Z 2V8		Invoicing Address - Adresse de facturation PWGSC/TPSGC REGIONAL DIRECTOR PACIFIC 800 BURRARD ST UNIT 219 VANCOUVER BC V6Z 0B9		FOB - FAB		Amount - Montant / CAD		Terms of payment - Modalités de paiement Net 30		T. taxes - T. taxes / CAD	
Special Instructions - Instructions spéciales Security: This task authorization includes security provisions. If yes, an SRCL shall accompany all PWGSC documents. Sécurité: Cette autorisation des tâches comprend des exigences en matière de sécurité. Si oui, on doit joindre une LVERS à toutes les commandes du TPSGC.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Start - Debut End - Fin		T. Amount - Montant T. / CAD		Signature (Mandatory - Obligatoire) PWGSC Authorization / Autorisation de TPSGC		Date	
The order number must appear on invoices, billing lists, packing lists, correspondence and outside containers. Le numéro de la demande doit être indiqué sur les factures, les connaissements, les listes d'emballage, la correspondance et à l'extérieur des contenants.		Please note additional instructions attached if applicable. Veuillez consulter les instructions supplémentaires s'il y a lieu.		Signature (Mandatory - Obligatoire) Contractor		Date		Signature (Mandatory - Obligatoire)		Date	





Solicitation No. - N° de l'invitation  
EZ897-161533/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
pwy020

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No./N° VME

**NOTE TO TENDERERS:** Use the mailing label below and affix it securely to the outside of the envelope or package containing your tender. Use this sheet as the cover sheet. Always ensure your company name, return address, tender number and closing date appear legibly on the outside of your bid submission.

**REAL PROPERTY CONTRACTING  
Public Works & Government Services Canada  
Room 219 - 800 Burrard Street  
Vancouver, B.C. V6Z 0B9**

**Requisition No.:** EZ897-161533A  
**Tender Closing Date & Time:** **December 15, 2015 @ 1400 P.S.T.**  
**Project Description:** MARINE/AQUATIC BIOLOGICAL ASSESSMENT AND MANAGEMENT  
SERVICES TASK AUTHORIZATION  
Pacific Region - BC & YT

**TECHNICAL BID**

RL

**REAL PROPERTY CONTRACTING  
Public Works & Government Services Canada  
Room 219 - 800 Burrard Street  
Vancouver, B.C. V6Z 0B9**

**Requisition No.:** EZ897-161533/A  
**Tender Closing Date & Time:** **December 15, 2015 @ 1400 P.S.T.**  
**Project Description:** MARINE/AQUATIC BIOLOGICAL ASSESSMENT AND MANAGEMENT  
SERVICES TASK AUTHORIZATION  
Pacific Region - BC & YT

**FINANCIAL BID**

RL