



<p>RETURN BIDS TO:</p> <p>Bid Receiving - Environment Canada</p> <p>800 rue de la Gauchetière Ouest, bureau 7810 Montréal (Québec) H5A 1L9</p> <p>BID SOLICITATION</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p>	Title	
	Production of the 3rd edition of the Shoreline Cleanup Assessment Technique (SCAT) Manual – Environment Canada	
	EC Bid Solicitation No. /SAP No. : 5000017653	
	Date of Bid solicitation (YYYY-MM-DD): 2016-01-05	
	Bid Solicitation Closes (YEAR-MM-DD) :	Time Zone:
	At: 2:00 P.M.	Eastern Standard Time
	on : February 16, 2016	
	F.O.B :	
	Destination	
	Address Enquiries to	
	Marie-Christine Blais	
	Telephone No.	Fax No.
	514-496-1929	514-283-4439
Delivery Required (YEAR-MM-DD): 2016-12-31		
Destination of Services :		
Environment Canada Emergencies Science and Technology Section 335 River Road, Ottawa, ON, K1V 1C7		
Security		
There is no security requirement applicable to this Contract.		
Vendor/Firm Name and Address		
Telephone No. – N° de téléphone	Fax No. – N° de Fax	
Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print)		
Signature	Date	

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TITLE: Production of the 3rd edition of the Shoreline Cleanup Assessment Technique (SCAT) Manual for Environment Canada

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

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

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

The Annexes include the Statement of Work, the Basis of Payment

2. Summary

2.1 Environment Canada has a requirement for the production of the 3rd edition of the Shoreline Cleanup Assessment Technique (SCAT) Manual as detailed in the Statement of Work, Annex A to the bid solicitation.

The period of the contract is from the date of issuance of the contract to December 31, 2016

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

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

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

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

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

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

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

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

Delete: In their entirety
Insert: "Deleted"

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

Delete: "the Procurement Business Number of each member of the joint venture,"
Insert: "Deleted"

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

Delete: In its entirety
Insert: "Deleted"

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

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

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the

Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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

5. Applicable Laws

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

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.

6. Basis for Canada's Ownership of Intellectual Property

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies)

Section II: Financial Bid (3 hard copies)

Section III: Certifications (3 hard copies)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability 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.

Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

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

Section II: Financial Bid

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

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
 - (b) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- 1.5 Bidders should include the following information in their financial bid:
 - (a) Their legal name; and
 - (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID PRESENTATION SHEET - BASIS OF PAYMENT**

The Bidder should complete the Financial Bid Presentation Sheet and include it in its financial bid once completed. As a minimum, the Bidder must respond to this Financial Presentation Sheet by including in its financial bid for deliverables specified below all-inclusive lump sum (in Canadian \$).

For Contract Period (From date of issuance to December 31, 2016)

DELIVERABLES		ALL-INCLUSIVES LUMP SUM PER DELIVERABLES
1	Plan for the design and writing SCAT Manual and Literature Review	
2	Table of Contents and draft format of manual	
3	Draft of the SCAT Manual, SOS form and Job aids	
4	2nd Draft of the SCAT Manual, SOS form and Job aids	
5	Final SCAT Manual	
6	Revise Job aids and SOS form	
TOTAL COST		\$

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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

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

1.1 Technical Evaluation

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

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

Maximum Funding: The maximum funding available for the Contract resulting from the bid solicitation is **\$175 000.00** (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

1.2.2 Evaluation of Price

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

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

2. Basis of Selection – Highest Combined Rating of Technical Merit and Price within Budget

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the **required minimum of 53 points** overall for the technical evaluation criteria which are subject to point rating. **The rating is performed on a scale of 76 points.**
- 2. Bids not meeting (a) or (b) or (c) will be declared non responsive.

3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price, and that the total evaluated price does not exceed the budget available for this requirement, will be recommended for award of a contract.
8. The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available point's equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)			
	Bidder 1	Bidder 2	Bidder3
Overall Technical Score	115/135	89/135	92/135
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations			
Technical Merit Score	$115/135 \times 70 = 59.63$	$89/135 \times 70 = 46.15$	$92/135 \times 70 = 47.70$
Pricing Score	$45/55 \times 30 = 24.55$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30$
Combined Rating	84.18	73.15	77.70
Overall Rating	1st	3rd	2nd

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

MANDATORY TECHNICAL CRITERIA

Item	Mandatory Criteria	Identify where in the supporting documentation is located the criteria (Section /Page (s) number)	Met / Not met
1	Bidder Must have a minimum of 10 years' experience, in the last 15 years, working in the field, specifically on shorelines, and the provision of operational marine oil spill preparedness and response advice.	Page(s) and or section(s) number _____	
2	Bidder Must have a minimum of 10 years' experience, in the last 15 years, working in the field, specifically on shorelines, and the provision of operational marine oil spill preparedness and response advice	Page(s) and or section(s) number _____	
3	Maximum Funding: The maximum funding available for the Contract resulting from the bid solicitation is \$175 000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.	Page(s) and or section(s) number _____	

POINT RATED TECHNICAL CRITERIA

	Rated Criteria	Maximum Score	Score
1. Understanding of the Request for Proposal (Max. 6 points) Minimum required: 3 points	R1. Does the proposal indicate a clear and logical understanding of the objective and Statement of Work? The proposal clearly demonstrates the objectives and statement of work in a logical fashion. The proposal demonstrates the objectives and statement of work, but not in a clear and logical manner.	Max. 6 points 6 3 0	

	The proposal does not demonstrate the objective and statement of work at all.		
2. work plan, APPROACH & Methodology (max. 36 points) Minimum required for R2 A) and B): 24 points	<p>R2. A) Does the work plan identify milestones and how the Contractor will satisfy the requirements in the Statement of Work? (partial points will be awarded in R2 A) as indicated in this section)</p> <p>The proposal clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work.</p> <p>The proposal is missing information related to the milestones, timelines and deliverables for some of the requirements identified in the Statement of Work.</p> <p>The proposal is missing information related to the milestones, timelines and deliverables for many of the requirements identified in the Statement of Work.</p> <p>The proposal is missing information related to the milestones, timelines and deliverables for all of the requirements identified in the Statement of Work.</p> <p>R2. B) Are the presented approach and methodology logical, thorough and well defined for each of the tasks in the Statement of Work? (partial points will be awarded in R2 B) as indicated in this section)</p> <p>All of the six points below are satisfied: (1) The presented approach is</p>	<p>A) Max. 12 points</p> <p>12</p> <p>8</p> <p>4</p> <p>0</p> <p>B) Max. 24 points</p> <p>24</p>	

	<p>logical and thorough.</p> <p>(2) The presented approach is well defined.</p> <p>(3) The steps in the presented methodology are logical and thorough.</p> <p>(4) The steps in the presented methodology are well defined.</p> <p>(5) Potential challenges are clearly identified.</p> <p>(6) Potential solutions to challenges are addressed.</p> <p>Any one of the points above is not satisfied, but the remaining five points are satisfied.</p> <p>Any two of the points above are not satisfied, but the remaining four points are satisfied.</p> <p>Any three of the points above are not satisfied, but the remaining three points are satisfied.</p> <p>Any four of the points above are not satisfied, but the remaining two points are satisfied.</p> <p>Any five of the points above are not satisfied, but the remaining one point is satisfied.</p> <p>None of the points above is satisfied.</p>	<p>20</p> <p>16</p> <p>12</p> <p>8</p> <p>4</p> <p>0</p>	
<p>3. Project Team Experience (Max. 31 points)</p> <p>r3 A): Minimum 4 points required and a minimum of 2 points must be MADE By AT LEAST ONE person</p>	<p>R3. A) Does the project team’s cumulative experience make it well suited to complete the assignment? (partial points will be awarded in R4 as indicated in this section) How many total years of experience does the project team (including the project manager) have on projects concerning shoreline geological process and oil spill</p>	<p>A) Max. 10 points; min. 4 total points; and min. of 2 points must be made by at least one</p>	

<p>R3 B): Minimum 2 points required</p> <p>R3 C): Minimum 2 points required</p> <p>R3 D): Minimum 2 points required</p>	<p>contamination? Experience must be clearly described in the proposal.</p> <p>To pass R3 A) two points must be contributed by at least one team member (who can be the project manager). If this condition is not met, the proposal will be deemed non-compliant with R3 A).</p> <p>1 point per year</p> <p>R3. B) Does the project manager have the appropriate experience and skill set to manage projects of this nature? (partial points will be awarded in R3 B) as indicated in this section)</p> <p>How many years of experience does the project manager have on the provision of operational marine oil spill preparedness and response advice? Experience must be clearly described in the proposal.</p> <p>1 point per year</p> <p>R3. C) How many years of experience does the project manager have on the Shoreline Cleanup Assessment Technique (SCAT) Experience must be clearly described in the proposal.</p> <p>1 point per year</p> <p>R3. D) How many years of experience does the project manager have on the preparation of scientific documents and papers as well as scientific manuals. Experience must be clearly described in the proposal.</p> <p>1 point per year</p>	<p>team member</p> <p>B) Max. 7 points Min. 2 points</p> <p>C) Max. 7 points Min. 2 points</p> <p>D) Max. 10 points Min. 3 points</p>	
<p>Total Possible Points</p>	<p>An overall score of 53/76 (70%) is required</p>	<p>76</p>	

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

2 Status and Availability of Resources

By submitting a bid, 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.

PART 6 – RESULTING CONTRACT *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *(at contract award, delete this sentence and add the title of the requirement)*

Title: *(insert only at contract award)*

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B *(2015-09-03)*, General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: “Deleted”

At Section 13 Transportation Carriers” Liability

Delete: In its entirety.

Insert: “Deleted”

At Section 18, Confidentiality:

Delete: In its entirety

Insert: “Deleted”

Insert Subsection: “35 Liability”

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

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

Canada to own Intellectual Property rights in Copyright

At Section 19 Copyright

Delete: In its entirety

Insert:

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

2.3 Specific Person(s)

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

3. Security Requirement

- 3.1** There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31st 2016 inclusive

5. Authorities
5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Marie-Christine Blais
Title: Regional Manager
Environment Canada
Procurement and Contracting Division
Address: 105 McGill, 5th Floor, Montréal QC H2Y 2E7
Telephone: 514-496-1929
Facsimile: 514-283-4439
E-mail address: marie-christine.blais@canada.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 Technical Authority

The Technical Authority for the Contract is:

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

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

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

5.3 Contractor's Representative
(Fill in or delete as applicable)

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

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

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

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the Applicable Taxes are extra.
- (b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (i) when it is 75 percent committed, or
 - (ii) four (4) months before the contract expiry date, or
 - (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

8. Invoicing Instructions

8.1 Milestone Payments

8.1.1 Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B of the Contract and the payment provisions of the Contract if:

- (a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) all such documents have been verified by Canada;

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

9. Certifications

9.1 Compliance

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

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the bidder in its bid, if applicable.*)

11. Priority of Documents

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

- a) The Articles of Agreement;
- b) 2010B General Conditions - Professional Services (Medium Complexity) (2015-09-03) as modified;
- c) Annex A, Statement of Work;
- d) Annex B, Basis of Payment;
- e) (k) the Contractor's bid dated _____, (*insert date of bid - if the bid was clarified or amended, insert at the time of contract award, as clarified on _____ or as amended on _____ and insert date(s) of clarification(s) or amendment(s).*)

ANNEX A
STATEMENT OF WORK
Production of the 3rd edition of the Shoreline Cleanup Assessment Technique (SCAT)
Manual – Environment Canada

1. Background Information

Environment Canada (EC) was one of the leaders in the development of the Shoreline Cleanup Assessment Technique (SCAT) approach, and documentation protocols during the responses to the Nestucca and Exxon Valdez oil spills in 1988-1989. Since then, the SCAT program has become an integral component of spill response in Canada, the US and internationally. The SCAT is a systemic approach that uses standard terminology, documentation and decision-making for shore-line cleanup. It provides a clear organizational framework that links the SCAT process to both cleanup and logistical coordination.

The last edition of the SCAT manual was published in 2000. The experience gained from applications of the technique, since then, identified a number of areas in need of update, modification or clarification.

2. Emergencies Sciences and Technology Section (ESTS)

In 2014, ESTS began a 3 year Research & Development program to examine several specific topics related to the environmental impact and detection of diluted bitumen on marine shorelines. Between 2014 and March 31, 2017, ESTS, has and will continue to undertake the following:

1. Gather and assess baseline environmental scientific information on the four areas response planning;
2. To conduct studies on the fate, behaviour and cleanup of the non-conventional diluted bitumen products on different types of shorelines and under various conditions; and,
3. To develop tools to provide a better understanding of the behaviour of various oil products into the ecosystems.

The knowledge gained, through this scientific research, is to be compiled into various field and response guidebooks. The objective of this work is to deliver a new edition of the SCAT manual that includes new, leading edge scientific shoreline research, is legally defensible and credible to provide spill response teams with more informed technical support tools for decisions regarding evaluation of shoreline and shoreline treatment options.

3. Rationale for Technical Group of Experts / Shoreline Scientists

To address concerns and knowledge gaps associated with unconventional petroleum products such as diluted bitumen, the Government of Canada announced the World Class Tanker Safety System on March 18, 2013. The potential future development of the petroleum industry is significant and ESTS is undertaking research on the interaction between the diluted bitumen and shorelines under the World Class Tanker Safety System program. Environment Canada's focus was on Operational Science to Inform Marine Oil Spill Response. To conduct further

research to strengthen marine oil spill preparedness and response by improving planning and preparation to limit the environmental impacts of incidents such as oil spills, improve countermeasures employed, and provide science-based expert advice aimed tools for responders to reduce the environmental impact of a spill.

Environment Canada's ESTS requires services of technical experts, with significant experience in the areas of the oil spill contamination of shorelines, oil spill preparedness and response, and the Shoreline Cleanup Assessment Technique (SCAT), to produce the 3rd edition of the Shoreline Cleanup Assessment Technique (SCAT) manual, the associated job aids and Shoreline Oiling Summary (SOS) forms. The work includes, but is not limited to the following:

- Defining the content of the 3rd edition and outlined with a Table of Contents;
- Writing the manual;
- Job aids and SOS forms; and,
- The design of a publishing format for the manual

The completed manual, job aids and SOS forms will be provided in electronic format submitted to Environment Canada and ready to print by Environment Canada using current publication criteria.

4. Objective

Environment Canada seeks the services of a technical expert or a team of experts to produce an entirely new 3rd edition of the SCAT Manual and associated job aids and Shoreline Oiling Summary (SOS) forms. The technical expert or group of experts must have significant experience in the areas of the Shoreline Cleanup Assessment Technique (SCAT), oil spill shoreline contamination, and oil spill preparedness and response. EC will be the scientific authority who will specify the requirements and provide oversight for the development of the new edition.

5. Scope

The technical expert or team of experts will provide scientific expertise in the area of marine oil spills on different types of shorelines. ESTS has managed a similar collaborative production of manuals with the 1st and 2nd edition of The SCAT Manual – A Field Guide to the Documentation and Description of Oiled Shorelines and also with the A Field Guide to Oil Spill Response on Marine Shorelines. The expert(s) will have to consult with EC and base their writing on the last edition of the SCAT Manual and the Marine Shorelines guide.

6. Task\Deliverables

The anticipated tasks and deliverables will extend over 2 fiscal years 2015/16 and 2016/17. The contract period will begin on the date the contract is awarded and ends on December 31st, 2016. The first year will include the research and the writing of the draft manual and the second year will involve the editing and production of the manual. In consultation with the EC scientific authority the contractor will be responsible for, but not limited to:

- Provide a project management plan for the design and writing of the SCAT manual associated jobs aids and Shoreline Oiling Summary (SOS) forms. The management plan must include information on the project design, tasks, clear milestones and deliverables, the scientific/technical lead for each task and a brief description of the activities of and task. The project design will include the Table of Contents and proposed outline for the SCAT manual, jobs aids and SOS forms.
- Conduct a thorough literature review on the current state-of-the-art and state-of-the-application of the Shoreline Cleanup Assessment Technique, including the SCAT terminology to be included in the Manual and Job Aids. The contractor must provide a document demonstrating the literature search, SCAT review, relevant scientific information/documentation reviewed and a list of appropriate contacts consulted for this project.
- Provide a draft of the SCAT Manual, job aids and SOS forms including the appropriate text, graphics, photographs, all figures and tables to be used in the manual and in the job aids. Delivery of the draft electronic documents in MS Word 2010 or later to the scientific authority for review/approval.
- Provide the final SCAT Manual, revised job aids and SOS forms, taking into consideration any corrections requested by the EC's Technical authority of the draft, in electronic version of the SCAT Manual in MS Word 2010 or later and PDF formats.

The follow table presents the anticipated deliverable, timeframe and amount of the contract.

Deliverable	Timeframe	Amount
Plan for the design and writing SCAT Manual and Literature Review	February 28, 2016	10% of the contract total value
Table of Contents and draft format of manual	March 15, 2016	32% of the contract total value
Draft of the SCAT Manual, SOS form and Job aids	Aug 1, 2016	35% of the contract total value
2nd Draft of the SCAT Manual, SOS form and Job aids	Oct 1, 2016	6% of the contract total value
Final SCAT Manual	December 15, 2016	12% of the contract total value
Revise Job aids and SOS form	December 30, 2016	5 % of the contract total value

7. Meetings

At a minimum of the following:

Attend a start-up meeting organized by Environment Canada's technical authority, either at ESTS's offices in Ottawa or via teleconference, at the start of the project. The main purpose of this meeting will be to ensure that ESTS's requirements are clearly understood by all parties.

Progress meetings: The progress meetings will be held on a monthly basis or at such frequency as deemed appropriate by the technical authority. They shall take place at ESTS's offices in

Ottawa or via teleconference or videoconference. The Contractor must prepare written information for these meetings, including:

- The complete Table of Contents;
- A list of the work that was scheduled to be completed during the reporting period;
- Identification of problem areas, if any;
- Any action required by ESTS or the Scientific Authority; and,
- Other important information deemed appropriate.

8. Experience

The contractor must:

- Have a minimum of 10 years' experience working in the field, specifically on shorelines, and the provision of operational marine oil spill preparedness and response advice.
- In depth knowledge, understanding of the geological processes on shorelines and the contamination of shorelines during an oil spill.
- Have a minimum of 10 years' experience working with the Shoreline Cleanup Assessment Technique (SCAT)
- Experience researching or working with oil and in the area of shoreline contamination.
- Experience in the preparation of scientific documents and papers.
- Experience in the writing a scientific manual.

9. Responsibilities of the Technical Authority

EC's technical authority is responsible for:

- Clarifying the work objectives and requirements, including coordinating with the contractor to define, review and approve timelines for tasks/deliverables.
- Monitor the progress of tasks/deliverables and approve changes to the management plan, as necessary.
- Reviewing and approval of the proposed management plan for the development of the new SCAT Manual.
- Reviewing requested modifications where required and approve the draft and final print ready versions of the SCAT Manual, job aids and SOS forms, and to confirm that the manual reflects current World Class objectives and Environment Canada priorities.
- French translation of the final version of the SCAT manual, ensuring that the manual meets federal publication requirements, and printing the manual. Note the translation and review of the French version of the SCAT manual will be undertaken at a later date and is outside the scope of this contract.

10. Responsibilities of the Contractor

- The Contractor will submit all formal written deliverables to the Scientific Authority in print-ready and electronic format in English Microsoft Word (MS Office 2003 or later version).
- A full listing of reference materials/bibliographies and data sources will be provided as formal written deliverables.

- The Contractor must be available to discuss the status and findings of tasks/deliverables by conference call and/or meetings.

11. Work Location

A limited amount of the work may be performed on-site at Environment Canada for planning meetings. The majority of the work will be performed from the Contractor's own business location.

12. Reporting Requirement

The contractor must communicate and write in English. All documents and reports will be produced in English. The contractor will provide all written project update material to Environment Canada Program Manager in computer readable version of Microsoft Word (MS Office 2003 or later version). The contractor will prepare all figures and tables to be used in the documents.

13. Duration of Contract / Level of Effort

The period of the contract will be from the date of award, extended over two fiscal years 2015/16 and 2016/17 and concluding on December 31, 2016. The estimated level of effort is estimated at 150 days over the duration of the contract.

**ANNEX B
BASIS OF PAYMENT**

DELIVERABLES		TIME FRAME	DELIVERABLES
1	Plan for the design and writing SCAT Manual and Literature Review	February 28, 2016	_____ \$ 10% of the contract total value
2	Table of Contents and draft format of manual	March 15, 2016	_____ \$ 32% of the contract total value
3	Draft of the SCAT Manual, SOS form and Job aids	Aug 1, 2016	_____ \$ 35% of the contract total value
4	2nd Draft of the SCAT Manual, SOS form and Job aids	Oct 1, 2016	_____ \$ 6% of the contract total value
5	Final SCAT Manual	December 15, 2016	_____ \$ 12% of the contract total value
6	Revise Job aids and SOS form	December 30, 2016	_____ \$ 5% of the contract total value
TOTAL CONTRACT COST			