



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre d'approvisionnement
Fisheries and Oceans Canada | Pêches et Océans Canada
200 Kent Street, Station 9W081 | 200 rue Kent, 9W081
Ottawa, ON K1A 0E6

Attention: Beverly Shawana

Or by:

Email - courriel: Beverly.shawana@dfo-mpo.gc.ca

**REQUEST FOR SUPPLY ARRANGEMENT
PROPOSAL**

DEMANDE DE PROPOSITION

Proposal to: Fisheries and Oceans 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 and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans 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 appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY
REQUIREMENT

Title – Sujet Supply Arrangements - Consulting Services to support Compliance with Environmental Regulations and Policies		Date February 16, 2017
Solicitation No. – N° de l'invitation FP802-160048		
Client Reference No. - No. de référence du client FP802-160048		
Solicitation Closes – L'invitation prend fin At / à : 2 p.m. EST (Eastern Standard Time) On / le : March 27, 2017		
F.O.B. – F.A.B Destination	GST – TPS See herein — Voir ci- inclus	Duty – Droits See herein — Voir ci-inclus
Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to – Adresser toute demande de renseignements à Beverly Shawana Email – courriel: Beverly.shawana@dfo-mpo.gc.ca		
Delivery Required – Livraison exigée See herein — Voir ci-inclus	Delivery Offered – Livraison proposée	
Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:		
Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1. At the date of bid closing, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed site(s) or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, bidders should refer to the [Industrial Security Program \(ISP\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2 Statement of Work

The intent of this Request for Supply Arrangement (RFSA) is to solicit proposals to establish a list of pre-qualified Supply Arrangements (SA) Suppliers for Fisheries and Oceans Canada (DFO) in the provision of a variety of technical advisory services to facilitate the Department's environmental management activities and the Department's operations and assets (compliance with environmental regulations and policies) in all regions across Canada.

The purpose of these services is to provide support, technical and subject matter expertise in support of the OECs program. Once the Departmental Supply Arrangements have been formally established, the OEC or any of the regions, through the OEC, may select a supplier or several suppliers at one time to undertake a variety of technical advisory services to facilitate the Department's environmental management activities. This could encompass the establishment of up to five (5) Supply Arrangements for of the Consulting services to support Compliance with environmental regulations and policies.

1.3 Debriefings

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

1.4 Procurement Ombudsman

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone



at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

1.5 Trade Agreements

This requirement is not subject to any trade agreements.



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *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.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Section 01 – Integrity Provisions – Bid of 2003 referenced above is amended as follows:

Delete section 01 in its entirety.

Section 02 – Procurement Business Number – of 2003 referenced above is amended as follows:

Delete section 02 in its entirety.

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

Delete: 60 days
Insert: 120 days

2.2 Submission of Bids

Bids must be submitted only to Fisheries and Oceans Canada (DFO) by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **two (2)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



2.4 **Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force **in the province or territory where the goods and/or services are to be rendered.**

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

2.5 **Basis for Canada's Ownership of Intellectual Property**

Fisheries and Oceans Canada has determined that any intellectual property arising from the performance of the work under the SA's will vest in Canada when any exception applies in Section 6 of the Treasury board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697§ion=text>



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (one (1) electronic copy)

Section II: Financial Bid (one (1) electronic copy)

Section III: Certifications (one (1) electronic copy)

Please note that DFO prefers receipt of proposals in soft copy to the email address identified on page one of the solicitation. Emails must not exceed 8 MB (if over the limit Bidders are asked to send additional numbered emails)

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

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Annex "D"

4.1.1.2 Point Rated Technical Criteria

4.1.2 Financial Evaluation

See Annex "D"

4.1.2 Financial Evaluation

See Annex "D"

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

4.2 Basis of Selection

- 4.2.1** *SACC Manual* Clause A0031T (2010-08-16), Basis of Selection - Mandatory Technical Criteria
A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 - CERTIFICATIONS

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

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

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

5.1 Certifications Precedent to Contract Award and Certifications Required with the Bid

5.1.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.1.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

5.1.2.1 Former Public Servant

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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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 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 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.

If the answer to the question and, as applicable, the information are not submitted in or with 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.

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; and



- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

If the answer to the question and, as applicable, the information are not submitted in or with 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.

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.

Signature

Date

5.1.2.2 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

5.1.2.3 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:



- d)** For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

6.1.1.1 SECURITY REQUIREMENT FOR CANADIAN SUPPLIER:

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the DFO or the CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the
 - a. Security Requirements Check List and security guide (if applicable), attached at Annex _____;
 - b. *Industrial Security Manual* (Latest Edition).

6.1.1.2 To apply for the required level of security status (or if you are uncertain about having the status), you must contact the Regional Security Officer at the Department of Fisheries and Oceans at security@dfo-mpo.gc.ca or at 613-993-3131.

6.2 Statement of Work

See Annex "A".

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

Revision to Departmental Name: As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

6.3.1 General Conditions

2010C (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

Section 27 – Integrity Provisions – Contract of 2010C referenced above is amended as follows:



Delete section 27 in its entirety.

6.4 Term of Contract

6.4.1 Period of the Agreement

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

For all Option Periods see Annex "A", Article 19

6.5 Authorities

6.5.1 Contracting Authority

Name: Beverly Shawana
 Title: Contracting Officer
 Department: Fisheries and Oceans Canada
 Directorate: Material and Procurement Services
 Address: 200 Kent Street, Station 9W081
 Ottawa, ON K1A 0E6

Telephone: 613 949-1490
 Facsimile: 613 991-4545
 E-mail address: Beverly.shawana@dfo-mpo.gc.ca

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

6.5.2 Project Authority

The Project Authority for the Contract is: *(to be inserted at contract award)*

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

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

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

6.5.3 Contractor's Representative *(to be inserted at contract award)*

Name: _____



Title: _____
Organization: _____
Address: _____

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

6.6 Proactive Disclosure of Contracts with Former Public Servants

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



6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex "B" for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra

6.7.1.1 All prices and amounts of money in the Contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST), whichever is applicable, unless otherwise indicated. GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims for goods supplied or work performed and will be paid by Her Majesty. The Contractor agrees to remit to Canada Revenue Agency any GST or HST paid or due.

6.7.1.2 Any payment by Her Majesty under this contract is subject to there being an appropriation for the fiscal year in which the payment is to be made.

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.7.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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 delivered has been accepted by Canada.

6.8 Invoicing Instructions

6.8.1 Payments will be made provided that:

The Contractor must submit invoices in accordance with the information required in the General Conditions.

By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

The Contractor must provide the original of each invoice to the Project Authority.

The invoice(s) must be emailed to DFO Accounts Payable, at the email address indicated below:

Email: DFOinvoicing-MPOfacturation@DFO-MPO.GC.CA



6.9 Certifications

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province or territory where the goods and/or services are to be rendered.**

6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions **2010C** (2016-04-04), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert date of bid*)

6.12 Procurement Ombudsman

6.12.1 The Contractor confirms that it has read the Code of Conduct for Procurement and agrees to be bound by its terms.

6.12.2 The office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000.00 for Goods and under \$100,000.00 for Services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at opo-boa@opo-boa.gc.ca. You can also obtain more information on OPO services available to you on their website at www.opo-boa.gc.ca.

6.12.3 For further information, the Contractor may refer to the following PWGSC site:

<http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>

6.13 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.





ANNEX "A" STATEMENT OF WORK

1. Title

Supply Arrangements for Consulting Services to support Compliance with Environmental Regulations and Policies

2. Introduction

Purpose of Supply Arrangement(s)

The intent of this Request for Supply Arrangement (RFSA) is to solicit proposals to establish a list of pre-qualified Supply Arrangements (SA) Suppliers for Fisheries and Oceans Canada (DFO) in the provision of a variety of technical advisory services to facilitate the Department's environmental management activities and the Department's operations and assets (compliance with environmental regulations and policies) in all regions across Canada.

3. Estimated Value

The value of the potential supply arrangement (s), including travel and living expenses and all applicable taxes, emanating from this Request for Supply Arrangement call is estimated at \$750,000.

4. Objective

4.1 To support the initiatives of DFO's Office of Environmental Coordination (OEC), the Department has recognized the need to acquire external resources and expertise to support the OEC in Headquarters in a timely, effective and cost-efficient manner. The Department requires the services of resources qualified in the provision of a variety of technical advisory services to facilitate the Department's environmental management activities and the Department's operations and assets (compliance with environmental regulations and policies) in all regions across Canada.

4.2 In the past, due to the large volume of related requirements, there have been constraints for the Department around capacity and timing when using traditional means of hiring qualified personnel to complete these activities. Such constraints have led to significant delays and it is now paramount for the Department to have the ability to contract SA Suppliers directly allowing for an expeditious processing of individual requirements and bid solicitations. Supply arrangements have been successful in the past in reducing these barriers to implementing environmental management work.

4.3 A supply arrangement is a method of supply used by most Federal Departments to procure goods and services. A supply arrangement is an arrangement between Canada and Suppliers that allows identified users to solicit bids from a pool of pre-qualified SA Suppliers for specific requirements within the scope of the supply arrangement. A supply arrangement is not a contract for the provision of the goods and services described in it and neither party is legally bound as a result of signing a supply arrangement alone. The intent of a supply arrangement is to establish a framework to permit expeditious processing of individual bid solicitations which result in legally binding contracts for the goods and services described in those bid solicitations.

4.4 The purpose of these Supply Arrangements is to award potential contracts in a timely manner to a list of Suppliers. These Suppliers will be invited to bid on individual projects as they become available, reducing the time and effort required to create and conduct unique procurement competitions for each requirement.



- 4.5** The purpose of this Request for Proposals is to establish departmental Supply Agreements from SA Suppliers to assist the department in:
- Maintaining program due diligence,
 - Meeting the Office of Environmental Coordination program commitments, and
 - Achieving program performance objectives.

5. Background

The OEC provides advice, develop and implement tools, frameworks, policies and strategies to facilitate compliance with environmental regulations, federal policies and industry best management practices for DFO operations and assets. In managing its properties and conducting its operations, DFO has the obligation to avoid and/or minimize environmental impacts, to ensure that equipment and facilities meet basic requirements under established guidelines or regulatory requirements for environmental management, including for example, hazardous materials, petroleum storage tanks, halocarbons, and energy.

6. Scope

The purpose of these services is to provide support, technical and subject matter expertise in support of the OECs program. Once the Departmental Supply Arrangements have been formally established, the OEC or any of the regions, through the OEC, may select a supplier or several suppliers at one time to undertake a variety of technical advisory services to facilitate the Department's environmental management activities. This could encompass the establishment of up to five (5) Supply Arrangements for of the Consulting services to support Compliance with environmental regulations and policies.

Consulting services to support compliance with environmental regulations and policies.

The Department has obligations to comply with federal environmental regulations and policies for operations and assets. There is a requirement to conduct environmental compliance audits or assessments to determine if the department is meeting federal environmental regulations. Guidance documents such as environmental management plans, standard operating procedures and/or training programs may also be needed to help ensure compliance for the Department's operations and assets.

6.1 Requirements and scope

Tasks, Activities, Deliverables and Milestones

Tasks can include the following:

- Develop and conduct environmental compliance audits
- Develop and conduct fuel storage tank compliance audits
- Develop and conduct Environmental Management System audits
- Investigate, analyze, and provide guidance respecting the correction of non-conformities with environmental laws, regulations, guidelines and/or environmental deficiencies in practices, systems, plans, and/or activities undertaken at sites.
- Review reports on corrective actions taken for non-conformities with environmental laws, regulations and guidelines, analyze and evaluate the findings, report on trends, and recommend areas for improvement.
- Develop national, regional and/or site specific environmental Standard Operating Procedures, Management Plans, Emergency Response Plans, best management practices and/or other compliance management tools.
- Develop procedures, protocols, manuals or other elements related to an Environmental Management System.
- Develop and/or deliver training on environmental topics, including 'train the trainer' sessions to enable OEC employees to provide training and advice.



- Facilitate departmental meetings or workshops regarding specific environmental initiatives.

Specifications and Standards

Environmental Compliance Management:

Suppliers should be aware of federal, provincial and municipal laws, regulations, guidelines and standards related to the environment and environmental management. Applicable federal legislation includes but is not limited to the:

- *Canadian Environmental Protection Act*
- *Fisheries Act*
- *Canadian Environmental Assessment Act*
- *Species at Risk Act*
- *Migratory Birds Convention Act*

Unless specified otherwise, suppliers shall provide their own protocols and documents, relevant to the site or sites that address laws and regulations, guidelines and standards related to:

- Air Emissions
- Water Consumption and Groundwater Quality
- Hazardous Materials and Waste
- Fuel Handling and Storage Tank Management
- Wastewater Management
- Halocarbons
- Environmental Emergency Response
- Solid non-hazardous waste
- Environmental Assessment
- Species at Risk, Endangered Species, and their habitats
- Environmentally sensitive and protected areas and habitats
- Environmental Management Systems.

Environmental Audits:

Suppliers are to provide their own auditing protocols, and Lead Auditors must ensure that these address all federal, provincial and municipal environmental laws and regulations, and:

- are applicable to the facility to be audited;
- are pertinent to the type of audit to be conducted; and
- have been recently reviewed and modified to address new regulatory requirements

To assist Suppliers, an *Auditor's Handbook* is available that describes Departmental environmental compliance audit requirements. A table of federal laws and regulations is provided in the *Auditor's Handbook*. Lead Auditors should confirm that their checklists include these requirements as some federal regulations pertain specifically to the federal house and operations which take place on federal lands (ex. Federal Halocarbon Regulations, 2003 – CEPA, Part 9).

The scope of the audit also includes an assessment of conformance with Departmental and federal government policies and best practices and, where relevant, provincial regulatory requirements and international agreements. A listing of these policies and best practices is included in the *Auditor's Handbook*. These listings have been provided as a reference point and should be supplemented as required to fully address the environmental aspect being assessed in the location of interest.



The Fisheries and Oceans Canada National Environmental Compliance and Audit Program (NECAP) also includes a *Pre-Visit Survey* which is sent to the facility in advance of the audit to identify the key environmental and operational issues at the site. The completed pre-visit survey will be provided to the Supplier at least one week prior to the site visit portion of the audit.

The audit team is expected to be familiar with all relevant regulatory and other requirements prior to the site visit.

The NECAP is based on recognized national and international standards. Practices are closely aligned with audit practices used in other disciplines (such as financial audits) but with consideration for technical and management issues associated with environmental risk.

The Department's National and/or Regional Environmental Management System (EMS) will be audited against the ISO 14001 standard, and/or the DFO's National EMS for Operations and Assets guidance documents and plans. This will be an internal audit to identify gaps in the system in order to comply with the ISO 14001 standard and/or with the DFO's stated goals and objectives. The auditor must be familiar with the ISO 14001 standard.

7.0 Ownership of Intellectual Property

Fisheries and Oceans Canada has determined that any intellectual property arising from the performance of the work under the SA's will vest in Canada when any exception applies in Section 6 of the Treasury board Policy on Title to Intellectual Property Arising under Crown Procurement Contracts:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=13697§ion=text>

8.0 Other Terms and Conditions of the Statement of Work

8.1 Authorities

The DFO Project Authority assigned to each potential contract will provide support, guidance, direction, instruction, acceptances and information as required under the contract.

8.2 Fisheries and Oceans Canada Obligations

For any work arising from these Supply Arrangements, DFO Obligations are the following:

- a) The overall project management will be provided by the OEC. The Supply Arrangement Management Authority (SAMA) at OEC will oversee the implementation of the SA, provide guidance on its use, and track overall expenditures included under this SA.
- b) The SAMA will provide comments on any documentation created for the purpose of establishing the Supply Arrangement.
- c) The Project Authority will work closely with the selected Supply Arrangement holder throughout the potential projects to provide feedback. The Project Authority will provide access to any relevant and accessible data and background documents, as well as other documents required (to the extent that they are available). This includes program documentation, including but not exclusive to, background information/documents, etc. As well, if needed, a list of potential key informants/contacts for interviews and survey respondents will be provided and any other administrative or financial data required for undertaking the work.
- d) The Project Authority will liaise on behalf of the selected Supply Arrangement holder with any relevant Program, Committee or other required DFO partners on issues related to the management of the work.



e) The Project Authority will provide comments on any documentation created for the purposes of completing the work under a specific Task Authorization on individual projects.

f) The SAMA and/or the Project Authority will be responsible for any needed translation of documents, including the final deliverable(s).

g) Where needed and available, the SAMA and/or the Project Authority will provide some or all of the following:

- Access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
- Access to a staff member who will be available to coordinate activities.
- Provide other assistance or support.

h) Project Management Control Procedures

One point of contact at DFO will be assigned for each Task Authorization (TA) requirement and this will be the Project Authority, who will facilitate communication with other DFO representatives. One start-up meeting may be arranged to review the work plan. Bi-weekly updates to the DFO Project Authority contact person will be required to discuss progress, problems, and path forward. The frequency can be altered, as required, by the Project Authority.

In each Task Authorization Request for Proposal (RFP) process under these Supply Arrangement(s), the OEC or ROEC Project Authorities will identify the budget and timeline for the completion of each potential contract, the quality of deliverables and the terms of payments. As well, accurate monthly financial updates will be submitted from the Supplier.

i) Methods and Sources of Acceptance

The OEC or ROEC Project Authorities will review material submitted as part of the work and determine the quality of the submission and if the collection, analysis and interpretation of data/information has been done in such a way as to deem the work acceptable.

j) Change Management Procedures

Any change to the scope of the work shall be agreed to in writing between the SA Supplier and the Project Authority and authorized with a formal contract amendment and signed by all of the parties.

No increase in the total price of the work resulting from any change, modification or interpretation of the contract shall be authorized or paid to the SA Supplier unless such change, modification or interpretation has received the prior written approval of the Project Authority.

9.0 Supplier's Obligations and Responsibilities

Title to the equipment/furnishings charged against any potential Contract under this Supply Arrangement shall vest in Canada upon payment of invoiced amounts and shall remain so vested at all times.

For each item of equipment that is purchased, the SA Supplier is to record the name, manufacturer, model number, serial number, optional equipment, supplier and price and forward this information to the Project Authority.

The SA Supplier shall label all equipment/furnishings as being the property of Canada.

Notwithstanding the fact that the equipment/furnishings under any potential Contract under this Supply



Arrangement shall become vested in Canada, the equipment/furnishings shall remain within the custody and control of the SA Supplier until such time as the Project Authority provides instructions for its delivery. During this period of time, the Supplier shall take reasonable and proper care of the equipment/furnishings.

Deliverables will be specified within each Task Authorization form/Statement of Work. The scope of the work attached to each Task Authorization form shall identify the particular deliverables, tasks and other relevant areas of consideration that are required to be implemented by the SA Supplier in the provision of services. The SA Supplier shall complete all work in conformity with the instructions issued by the DFO Project Authority and in accordance with Performance Standards described in Section 15.0 of this Statement of Work.

9.1 The SA Supplier shall provide written status reports relating to the delivery of specific services and the completion of assigned tasks.

9.2 The SA Supplier shall provide a mutually agreed upon principal contact for each Task Authorization form who shall be actively involved in and responsible for all activities undertaken.

9.3 The SA Supplier shall confirm with the Project Authority, in writing, the receipt and successful completion of all Task Authorization forms.

9.4 The SA Supplier shall complete assigned work according to pre-defined schedules and standards as outline in each Task Authorization form.

9.5 The SA Supplier shall provide quality assurance monitoring on all deliverables.

9.6 The SA Supplier shall liaise with the Project Authority for meetings, project reviews and other related project management activities.

10.0 Resource Requirement

Required Consultants:

Junior Consultant (less than 5 years' experience)

Intermediate Consultant (5 to 10 years' experience)

Senior Consultant (more than 10 years' experience)

Project Team Leader

Project Manager

Field Supervisor/Manager

Please refer to Annex "D" Evaluation Methodology and Criteria for a description of the minimum qualifications associated with each of these resource categories. Please note that the same individual **may not** be proposed for more than one (1) resource category.

The SA Supplier shall provide the services of the resources named in the OEC Supply Agreement, as deemed by Fisheries and Oceans to have met or exceeded the minimum required qualifications for the resource category in which the named resource is providing services to perform the work.



11.0 Hours of Work

Resources will not normally be expected to work more than 7.5 hours per day. Any time beyond the normal working hours must be authorized in advance by the Project Authority and will be paid using a prorate of the quoted per diem.

12.0 Training

Unless otherwise noted in a Task Authorization, with the exception of any familiarization training necessary for OEC and ROEC environment, all training of SA Supplier staff is to be provided at the Supplier's expense. Familiarization training will not include training on any of the software tools or systems used by the OEC and ROEC. Training of SA Supplier staff must not interfere with the contracted for level of service and all costs are to be borne by the Supplier.

Unless otherwise noted in a Task Authorization form, all training of the SA Supplier's staff, including any familiarization training with respect to legislative requirements, acceptable protocols and DFO procedures, is to be provided at the SA Supplier's expense. Training of the SA Supplier's staff is to not interfere with the contracted level of service and all costs are to be borne by the SA Supplier.

13.0 Resource Replacement

13.1 Resource replacement may be undertaken by the SA Supplier, but **only** with the prior written approval of the SAMA.

13.2 Any cost associated with the replacement of resources shall be entirely at the SA Supplier's expense.

13.3 Should the SA Supplier, at any time, be unable to provide the services of the named resource(s), the SA Supplier shall be responsible for providing replacement resources at the same cost, who shall be of equivalent or greater ability or attainment and who shall be acceptable to the SAMA.

13.4 In advance of the date upon which any replacement resource(s) are to commence work, the SA Supplier shall notify the Project Authority, in writing, of the reason for the unavailability of the named resource(s). The SA Supplier shall then provide to the SAMA the name(s) and detailed CV of the qualifications and experience of the proposed resource(s). Proposed replacement resources(s) will be evaluated by the SAMA on the basis of the minimum qualifications and resource requirements for the specific resource categories identified in Appendix "X". Proposed replacement resource(s) shall meet or exceed the experience, education, knowledge, skills and abilities requirements of the resource(s) they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) they are proposed to replace, the SAMA reserves the right to refuse the proposed replacement resource(s).

13.5 Under no circumstances shall the SA Supplier allow performance of the services by replacement resources that have not been duly authorized by the SAMA.

13.6 Any replacement resource(s) approved by the Project Authority shall be available and on-site to commence work within five (5) calendar days of the SA Supplier being notified by the SAMA.

14.0 Reporting Requirements

14.1 As specified in the Task Authorization form which includes the Statement of Work, the SA Supplier shall provide regular status reports and various ad hoc oral status reports to the Project Authority in relation to any and all Task requests issued to the SA Supplier.



- 14.2** It is the responsibility of the SA Supplier to facilitate and maintain regular communication with the Project Authority. In addition, the SA Supplier shall immediately notify the Project Authority of any issues, problems or areas of concern in relation to any work completed under Task request as they arise.
- 14.3** In addition to the reports provided, the Project Authority shall monitor the SA Supplier's ongoing service levels by conducting review meetings with the SA Supplier on an as and when required basis to monitor services progress as well as to exchange information relevant to chronic problem areas, action plans and planning activity.
- 14.4** Additional specific reporting requirements will form part of the Statement of Work for individual tasks, as required.
- 14.5** DFO is to approve the report format for each individual task.

15.0 PERFORMANCE STANDARDS

In providing the advisory services to DFO, the SA Supplier shall, at a minimum, conform to the following performance standards and quality assurance requirements.

- 15.1** All deliverables rendered under any Task Authorization request are subject to inspection by the Project Authority or a designated representative. The Project Authority reserves the right to verify the accuracy and completeness of all deliverables and services submitted by the SA Supplier.
- 15.2** All work/services delivered by the SA Supplier will be subject to the approval and acceptance of the Project Authority or delegated representative. Should the work or any portion thereof not be to the satisfaction of the Project Authority, the SA Supplier may be required to correct such work at their expense.
- 15.3** The SA Supplier shall guarantee the performance of all work under the DFO Supply Agreement is undertaken in accordance with code of ethics of the engineering profession.

16.0 Location of Work, Work site and Delivery Point

Fisheries and Oceans Canada divides the country into six regions for management of all regulatory and environmental issues. These regions include Newfoundland, Maritimes, Gulf, Quebec, Central and Arctic, and Pacific. A map of these regions can be found at the following link:

<http://www.dfo-mpo.gc.ca/regions-eng.htm>

The Canadian Coast Guard is divided in 3 regions (Western, Central & Arctic and Atlantic). A map of these regions can be found at the following link:

<http://www.ccg-gcc.gc.ca/eng/CCG/Home>

Projects range in complexity, location, and site conditions. Fisheries and Oceans Canada through OEC and/or ROECs will be seeking SA Suppliers for work in all regions. Work could take place on the interior of buildings or in open terrain. Inspections could be required on buildings and infrastructure (such as storage tanks) and on environmental media (soil, water, sediment, air). Some sites are remote (e.g. northern locations or on islands) and SA Suppliers will have to account for accessing such areas.

For any work resulting from these potential SA's, the selected SA holder will be required to meet with DFO's Project Authority throughout the tenure of the process to provide updates on the project. The



meetings will take place in the locations specified in the Task Authorization/Statement of Work RFP or by telecommunications. The number and timing of the meetings will be determined between the Project Authority and the selected SA holder at the outset of the project.

If there is work to be performed in DFO offices, the SA Supplier will, for better coordination with the departmental operation's needs, follow the same time schedule as employees of DFO.

If the work is performed at locations other than DFO's offices, the time schedule and location of work shall be in accordance with the contract Task Authorization/Statement of Work and based on any practical considerations for the site in question.

Due to existing workload and deadlines, all personnel assigned to any potential contract resulting from any competitive RFP against the Supply Arrangement(s) must be ready to work in close and frequent contact with the departmental representative and other departmental personnel.

17.0 Security Requirements

The contractor working under this contract **must** hold a valid Designated Organization Screening (DOS) and the proposed resources must hold a valid reliability status or higher issued by the Canadian and International Industrial Security Directorate (CIISD) of Public Works and Government Services Canada (PWGSC), effective on the date of bid closing.

No sensitive information can be accessed, processed or stored at the contractor's premises.

Compliance with the mandatory security requirements is the sole responsibility of the bidder.

18.0 Travel and Living

Should travel be required as part of individual requirements resulting from any Task Authorization Requirement, it must be pre-approved by the Project Authority and form part of the resulting contract agreement. All pre-approved travel will be reimbursed in accordance with Treasury Board Travel Directive guidelines as per <http://www.njc-cnm.gc.ca/doc.php?did=82&lang=eng>.

19.0 Duration of the Supply Arrangement

Initial Period of Supply Agreement

The SA Supplier hereby offers to provide the services required under this Fisheries and Oceans Canada Supply Agreement on an "as and when requested basis" commencing on the date of acceptance of the SA Supplier's proposal (on or about the 15th April 2017) to March 31st, 2019.

Option Year – Year Three (April 01, 2019 to March 31, 2020)

At the sole discretion of the Department, the SAMA may renew the DFO Canada Supply Agreement for one additional year. Should the SAMA decide to exercise the option for Year Two, the SAMA, thirty-days (30) prior to the expiration of the DFO Supply Agreement, shall notify the SA Supplier of the intention to renew. It should be noted that the per diem rates for each category of labour quoted for the above-noted Option Year of the work is to be identical to the per diem rates for each category of labour quoted for Option Year originally submitted. No increase in per diem rates will be permitted.

Option Year – Year Four (April 1, 2020 to March 31, 2021)

At the sole discretion of the Department, the SAMA may renew the DFO Supply Agreement for one additional year. Should the SAMA decide to exercise the option for Year Three, the SAMA, thirty-days (30) prior to the expiration of the DFO Supply Agreement, shall notify the SA Supplier of the intention to



renew. It should be noted that the per diem rates for each category of labour quoted for the above-noted Option Year of the work is to be identical to the per diem rates for each category of labour quoted for Option Year originally submitted. No increase in per diem rates will be permitted.

Option Year – Year Five (April 1, 2021 to March 31, 2022)

At the sole discretion of the Department, the SAMA may renew the DFO Supply Agreement for one additional year. Should the SAMA decide to exercise the option for Year Four, the SAMA, thirty-days (30) prior to the expiration of the DFO Supply Agreement, shall notify the SA Supplier of the intention to renew. It should be noted that the per diem rates for each category of labour quoted for the above-noted Option Year of the work is to be identical to the per diem rates for each category of labour quoted for Option Year originally submitted. No increase in per diem rates will be permitted.

20.0 Imposed Constraints

20.1 All work is to be conducted in accordance with acceptable protocols and practices, regulatory procedures and requirements. All work is to be conducted considering environmental preventative care and sustainable practices.

20.2 All Supply Arrangement Supplier Teams are to be led by a qualified senior consultant representative.

20.3 All documentation is to be delivered in either MS Word, MS Excel, MS PowerPoint, MS Project, MS Visio, or MS Access as instructed by the Project Authority.

20.4 Technical, Operational and Organizational Environment

Fisheries and Oceans Canada sites and operational activities exist in various locations across multiple provinces. Work therefore will be completed over varying terrain and include multiple ecosystem types. Work can occur over lengthy timeframes encompassing all seasons and weather. Some of the more remote sites may require the use of helicopters and/or boats for access.

Depending on capabilities of the bidding SA Suppliers, work will take place outside examining various contaminant media, ecosystems and receptors. Work can also take place inside buildings for example to determine the presence of hazardous materials or elevated contaminant levels (e.g. vapours). Work may involve a laboratory setting conducting detailed analysis of samples.

20.5 Any SA Supplier having done a preliminary assessment or other related activities for a particular site as previous work conducted under the DFO Supply Agreement may not be eligible to review, audit or implement that work under any future Task requests or solicitations related to the site. DFO has determined that any such decision will be made on a case-by-case basis.

21.0 Green Procurement

The SA Supplier shall ensure, wherever possible, that all materials employed and work methods utilized by both the SA Supplier and his or her deployed resources shall accommodate the Government's Green Philosophy.

22.0 STANDARDS OF CONDUCT – CONFIDENTIALITY

The SA Supplier agrees to hold as confidential, and shall not disclose to any person or firm, any information gathered through assignment(s) or the knowledge of pending assignments. The only exception is if the disclosure of such confidential information is necessary for the performance of the



duties of any potential Task Authorization Requirements or Contracts, as agreed by the Project Authority.

If any qualified resource provided by the SA Supplier deliberately, or through negligence, discloses any information to an unauthorized person, the contract may be terminated.

If any qualified resource provided by the SA Supplier deliberately, or through negligence, discloses any information designated as PROTECTED or SECRET or CONFIDENTIAL to an unauthorized person, the Task Authorization Requirements or contracts may be terminated and prosecution may follow.

23.0 Proposal Requirements

The quality of the proposal will form part of the evaluation process. The proposal should be presented in a clear and easily understood manner; professionally produced, brief, well organized and complete, and all factors should be logically linked and relevant to Fisheries and Oceans Canada's requirements.

23.1 General

Bidders are required to submit a proposal addressing all requirements of this proposal call.

Failure to address all mandatory items will result in the bid being disqualified.

To manage the evaluation process efficiently, the bidders should note that the **firm criteria** and the **quality of the proposal** will be evaluated only once and will be identical for all the service areas that the bidder might be competing for.

23.2 Selection Method at Request for Supply Arrangement Stage

It is understood by the parties submitting proposals that, to qualify, Bidders must meet all mandatory requirements as well as the minimum score identified for the point-rated criteria. The Supply Arrangement(s) will be awarded to all bidders that have met these requirements

23.3

The Technical Proposal will be assessed based on the evaluation methodology described in Appendix "D"

23.4 Bid Submission Format

The following is a sample table of content for the RFP response:

1. Introduction
2. Statement of Understanding
3. Evaluated Proposal Information
 - 3.1 Corporate Profile
 - 3.2 Professional Services Capability
 - 3.3 Approach and Methodology
 - Understanding the Requirement
 - Bidder's Approach and Methodology
 - Bidder's Corporate Capabilities
 - 3.4 Project Management
 - 3.5 Qualifications of Personnel
 - 3.6 Quality of Proposal
 - 3.7 Financial Proposal
4. Attachments



4.1 Resumes

24.0 Supply Arrangement Per Diem Rates

Per Diem rates for each of the proposed resources that the bidder is competing for shall be valid for the initial period of the SA's and subsequent option years if exercised.

Supply Arrangement per diem rates are based on a 7.5 hour workday irrespective of breaks.

25.0 Task Authorization Process (Selection of a Supplier Once the Supply Arrangements are in Place)

The Task Authorization process defined herein will govern all departmental work assignments.

A Task Authorization (TA) will be issued for each project to be done. Unless otherwise negotiated, the Supply Arrangement Contractor(s) shall submit a proposal for each call-up against the Supply Arrangement Agreement(s) to the requesting Project Authority.

Projects estimated by the Departmental Supply Arrangement Manager Authority (SAMA) to have a cost greater than \$25,000.00 will be competed amongst all firms who are the holders of a Supply Arrangement for a given area.

Task Authorization estimated to have a cost of \$25,000 (incl. tax) or less may be directed to whichever supplier Fisheries and Oceans deems best suited for the requirement, at the choice of the Project Authority, based on skill sets, availability, past work, etc. If more than one company has the required skill set, the work will be distributed on a rotational basis.

25.1 Task Authorization Process/Call-up request

An authorized officer from the OEC and/or ROEC will identify a particular area requiring examination. All work to be performed under any resulting Departmental Supply Arrangement will be detailed in individual Task Authorization(s) (Attached here as Appendix "A-1"). Each Task Authorization will include a Statement of Work detailing all the requirements and the deliverables. The statement of work will be sufficiently detailed to assist the Supply Arrangement Contractor(s) with the completion of their proposal(s).

All work must be authorized and approved by the Project Authority by means of a call-up/contract issued by the Department's contracting authority, Materiel and Procurement Services (MPS). Any change or amendment to an agreed upon scope of work must also be authorized by the Project Authority and agreed to, in writing, by the respective supplier followed by an amendment to the original contract issued by the contracting authority.

All Task Authorizations are to be signed indicating compliance, by the Department's contracting authority, Materiel and Procurement Services (MPS), Office of Environmental Coordination (OEC) and/or the Regional Offices of Environmental Coordination (ROEC) and the Supplier. The Office of Environmental Coordination (OEC) and/or the Regional Offices of Environmental Coordination (ROEC) will prepare the Task Authorization(s) form(s) to be issued for all requirements.

A) Requirements up to \$25,000.00 (including HST):

The Office of Environmental Coordination (OEC) and/or the Regional Offices of Environmental Coordination (ROEC) will prepare the Task Authorization(s) form(s) to be issued for all requirements under \$25K with a detailed description/specification (SOW) to the qualified SA supplier. The response received will then be reviewed by the Project Authority for technical response and cost. Materiel and Procurement Services, Contracting Officer will issue a Contract/Call-Up with the signed Task Authorization against the successful supplier's Supply Arrangement.



The selected Contractor will be advised in writing of the acceptance of the proposal and a formal agreement to follow.

Proposal Requirements

Proposal must include complete resource level and price details. The proposed work and pricing may be negotiated prior to commencement of work. Proposal must include the following:

- Price proposal (labour, travel & living) which may be per diem rates or fixed price;
- Number of days required per resource type;
- Name(s) and category(ies) of the person(s) proposed for the task (proposed resources must meet the Rated Qualifications for the category(ies) in which they are proposed) and must be part of the Supply Arrangement(s);
- List of deliverables and schedule;
- Any other information as requested in the Task Authorization.

Requirements over \$25,000.00 (including HST):

For all requirements for services with dollar values which are greater than \$25,000.00 the MPS Contracting Officer will issue a competitive Request for Proposal (RFP) with a detailed description/specification (SOW), evaluation criteria, TA form and selection methodology. All qualified SA holders will be invited to submit a bid. All responses received to RFP's issued will then be evaluated for technical merit and cost.

Suppliers shall submit, within the time specified in the Task Authorization RFP, any questions to the contracting authority concerning the RFP Task Authorization. The Office of Environmental Coordination (OEC) and/or the Regional Offices of Environmental Coordination (ROEC) will attempt to respond to questions in a timely manner.

After receipt of answers and / or clarifications, suppliers will have the number of days specified in the Task Authorization RFP to submit a compliant proposal to complete the Task Authorization.

The selected Contractor will be advised in writing of the acceptance of the bid with written notification to follow.

MPS Contracting Officer will issue a Contract/Call-Up with the signed Task Authorization against the successful supplier's Supply Arrangement.

Proposal Requirements

Proposals must include complete resource level and price details. The proposed work and pricing may be negotiated prior to commencement of work. Proposal must include the following:

- Price proposal (labour, travel & living) which may be per diem rates or fixed price;
- Number of days required per resource type;
- Name(s) and category(ies) of the person(s) proposed for the task (proposed resources must meet the Personnel Qualifications for the category(ies) in which they are proposed) and must be part of the Supply Arrangement(s);
- List of deliverables and schedule;
- Any other information as requested in the Task Authorization RFP.



Proposals will be based on highest total point score and evaluated on the basis of understanding the subject matter, management of the work, proposed methodology, quality of the proposal, and cost.

- **Highest Total Point Score.** In this approach, all evaluation factors, including price, are assigned points and are numerically rated. The method of award in the RFP will list the evaluation factors and state their relative order of importance. It will also state that points will be assigned to each proposal based on a pre-established rating system and award will be made to the bidder whose proposal received the highest total point score.

PRICING

For each contract/call-up, the basis of payment rates will be agreed to in the Supply Arrangement agreement. The OEC and/or ROEC reserve the right to negotiate the basis of payment for any particular call-up during the period of this agreement.

Where a fixed price has been established as the total price authorized in a Task Authorization request, the Supplier will complete the task for no more than the fixed price agreed to. Where a ceiling price has been established as the total price authorized in a Task Authorization, the Supplier will complete the task for no more than the ceiling price agreed to. Ceiling prices will be subject to downward adjustment to reflect the actual time worked and cost incurred.

Per Diem rates in any resulting Supply Arrangement(s) are ceiling rates. For any Task Authorization quote, suppliers may use their ceiling rates, or a lesser rate. Rate increases other than those allowed in the Supply Arrangement(s), e.g. yearly per diem rate increases will not be allowed.

Travel and living expenses will be paid based on, then current, Treasury Board guidelines and authorised by the Project Authority.

26.0 Applicable Documents and Glossary

26.1 Applicable Documents

Relevant documents can be found at the following websites.

<http://www.ccme.ca/>

<http://www.ec.gc.ca/default.asp?lang=En&n=48d356c1-1>

<http://www.justice.gc.ca/eng>

<http://www.iso.org/iso/home/standards/management-standards/iso14000.htm>

Other applicable DFO documents include:

- *National Environmental Compliance Audit Program Auditor's Handbook*
- *Environmental Policy Statement for Fisheries and Oceans Canada Operations and Assets*
- *The Department of Fisheries and Oceans Implementation Plan for National Environmental Management System*
- *Procedure for Responding to Environmental Enforcement Actions*
- *National Environmental Compliance Audit Program Operating Procedure*
- *National Halocarbon Environmental Management Plan*
- *National Storage Tank Environmental Management Program*

26.2 Relevant Terms, Acronyms and Glossaries

"Award Date" means the date of the award of the Contract by the Department to the Supplier.



"Contract" means the written agreement between the parties which incorporates these general conditions and every other document specified or referred to in the Contract, as such may be amended by the parties from time to time.

"Supplier" means the vendor and any other party to the Contract other than Her Majesty.

"General Conditions" means this document as amended from time to time.

"Intellectual Property" means any intellectual property right recognized by the law, including any intellectual property through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information.

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof.

"Minister" means the Minister of Fisheries and Oceans and any other person authorized to act on his or her behalf.

"Per Diem" means a period of 7.5 hours of actual work per day. Where actual hours worked are less than 7.5 hours per day, the amount to be paid will be prorated accordingly.

"Person" includes, without limiting the generality of the foregoing, any individual, partnership, firm, company, corporation, joint venture, syndicate, organization or any other form of entity howsoever designated or constituted, or any group, combination or aggregation of any of them.

"Prototypes" includes models, patterns and samples.

"Technical Documentation" includes designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer printouts.

"Work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Supplier to perform the Supplier's obligations under the Contract.

The headings introducing sections are inserted for convenience of reference only and in no way define, limit, construe or describe the scope or intent of such sections.

A cross reference to a section number is a reference to all its sub-sections.

Words in the singular include the plural and words in the plural include the singular.

Words imparting a gender include any other gender.



ANNEX "A-1" TASK AUTHORIZATION FORM

TASK AUTHORIZATION				
Contractor:		Contract Number: FP802-		
Commitment Number:		Financial Coding: _____		
Task Number: _____		Date: _____		
TA Request (For completion by Technical Authority)				
1. Description of Work to be Performed				
<p>Statement of Work</p> <p>[Insert details]</p> <p>Description of any Deliverable(s) required (including the required format and media)</p> <p>[Describe any reporting obligations and deadlines for submitting the reports as they will apply to the resulting Contract]</p>				
2. PERIOD OF SERVICES		From: _____	To: _____	
3. Work Location		[Indicate where the work will be performed]		
4. Travel Requirements		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
5. Other Conditions /Restrains		<input type="checkbox"/> Yes <input type="checkbox"/> No Specify:		
6. Task Proposal (insert rows as required) Check (<input type="checkbox"/>):		Estimated Cost <input type="checkbox"/>	Fixed Price <input type="checkbox"/>	\$ _____
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL – If Applicable				
8. BILINGUALISM (if applicable) : NO				
TA Proposal (For completion by Contractor)				
9. Estimated Cost Contract <Insert additional rows as required>				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Hourly Rate	Estimated # of Hours	Total cost
Professional services estimated cost	Total			<TBD>
	HST			
Grand Total for Labour and Travel				<TBD>

TA Approval		
10. Signing Authorities		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor [type or print]	Contractor	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of the <Client Department> [Insert de	<Client Department>	Date



Name of the Client Department] [type or print]		
Name, Title and Signature of Individual Authorized to Sign on Behalf of DFO Contracting Officer	DFO Contracting Officer	Date
11. Basis of Payment & Invoicing		
<p>In Accordance with the article entitled "Basis of Payment" in the Contract.</p> <p>Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total.</p> <p>Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority.</p>		

DELIVERABLE ACCEPTANCE
Department Name: _____
Task Authorization Number: _____
Contract Authority: _____
Date Submitted: [YYYY-MM-DD]
DESCRIPTION OF DELIVERABLE(S)
<p>[Describe the deliverables accepted]</p>



ANNEX "B" BASIS OF PAYMENT

1. PROFESSIONAL SERVICES

The Contractor will be paid in accordance with the Basis of Payment detailed in this Appendix "B-2" for Work performed pursuant to the Contract.

2. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed on the full understanding that this Total Estimated Tendered Prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

3. DEFINITION OF A DAY/PRORATION

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

4. GST/HST

- i. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
 - ii. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.
5. The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

6. TENDERED PRICES

PROFESSIONAL SERVICES AND ASSOCIATED COSTS

Initial Period – Award to March 31, 2019

NOTE: For the tendered prices please complete the attached form - Annex "B- 1", for the form.

THE PER DIEMS QUOTED in Annex "B- 1" ARE TO BE ALL INCLUSIVE (Including mark up, overhead, profit, miscellaneous expenses, etc). The prices do not include authorized travel and accommodation expenses.

Optional Year(s) – Year 3, Year 4 and Year 5

The Department reserves the right to exercise the Option for additional work as described in the Statement of Work, at the sole discretion of the Minister by way of a formal agreement amendment.

7. SCHEDULE OF PAYMENTS



7.1 Claims for travel, accommodation and other expenses may be submitted as costs are incurred. Where required, these must be supported by receipts. Expenses will be reimbursed at actual cost, with no allowance for overhead and/or profit, as permitted by the current Treasury Board Travel Directive.

7.2 OPTION #1

(Use in fixed lump sum contract price where Contractor is to be paid only after all work is completed.)

7.2.1 One lump sum payment for services rendered will be made upon completion and acceptance of the work to the satisfaction of the Departmental Representative, following receipt of a detailed invoice.

7.2.2 Payments by Her Majesty to the Contractor shall be made within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

OR

7.3 OPTION #2

(Use in fixed lump sum contract price involving progress payments)

7.3.1 Progress payment for services rendered will be made, monthly in arrears, upon completion and acceptance of the deliverables outlined below to the approval of the Departmental Representative, following receipt of detailed invoice(s).

<u>Payment (or Date)</u>	<u>Deliverables</u>	<u>Amount</u>
#1	xxxxxxx	\$
#2	xxxxxxx	\$
#3	xxxxxxx	\$

7.3.2 Payments by Her Majesty to the Contractor shall be made:

B3.2.1 within thirty (30) days following the date of receipt of a duly completed invoice for each deliverable as set out in the Schedule of Payments, or within thirty (30) days following the date on which the deliverable is received, whichever date is later;

B3.2.2 within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

OR

7.4 OPTION #3

(Use in per diem or other time-rate contracts where work is carried out on an as required basis with no specific milestones.)

7.4.1 Payment for services rendered will be made by Her Majesty to the Contractor on monthly intervals upon receipt of an itemized invoice setting out, in detail, the work performed, the progress towards the completion of the tasks/deliverables identified in the contract and the number of person days expended, and the certificate of the Departmental Representative that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the work.



7.4.2 Payments by Her Majesty to the Contractor shall be made:

B3.2.1 within thirty (30) days following the date of receipt of a duly completed invoice as described in section B3.1;

B3.2.2 within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

8. **FORM OF INVOICE**

“Form of Invoice” means an invoice which contains, or is accompanied by, the information or such substantiating documents as Her Majesty requires.

8.1 Payments will be made provided that:

8.1.1 The Contractor submits to the Departmental Representative an original and one (1) copy of the invoice;

8.1.2 Each invoice shows:

- (a) The Contract Reference Number and Financial Code as shown on Page 1 of the contract;
- (b) The amount of GST or HST payable as a separate amount;
- (c) The Contractor's GST/HST Registration Number, or if not registered, a certification that he/she is not registered;
- (d) All the information listed in section B4.2; and
- (e) Hold back at 10%, if applicable.

8.1.3 Each invoice is accompanied by supporting documents (original invoices, prepaid bills, time sheets etc.), as applicable; and

8.1.4 Each invoice and supporting documentation, if applicable, are properly and accurately completed.

8.2 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by Departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 supplementary slip. To comply with this requirement, the Contractor is required to provide the following information on each invoice:

- (a) **The legal name of the Contractor**, *i.e.* the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
- (b) The status of the Contractor, *i.e.* individual, unincorporated business, or corporation;
- (c) For individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN;
- (d) For corporations, the BN. If there is no BN or GST/HST number, as per section B4.1.2(c), the T2 Corporation Tax number must be shown; and
- (e) The following certification signed by the Contractor or an authorized officer:

“I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor.”

8.3 Invoices submitted by the Contractor that do not comply with the requirements of sections B4.1 and



B4.2 shall be returned to the Contractor for correction and re-submission.

- 8.4 Within fifteen (15) days of receipt of an invoice, the Departmental Representative shall notify the Contractor of any objection to the form of the invoice and the nature of the objection. Failure to act within fifteen (15) days will only result in the date specified in section B3.2 being used for the sole purpose of calculating interest on overdue accounts.

9. **INTEREST ON OVERDUE ACCOUNTS**

- 9.1 For the purposes of this clause:

- (a) **“average rate”** means the simple arithmetic mean of the bank rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "bank rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;
- (b) **“Date of payment”** means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- (c) an amount is **“due and payable”** when it is due and payable by Her Majesty to the Contractor in accordance with the terms of the contract; and
- (d) an amount becomes **“overdue”** when it is unpaid on the first day following the day upon which it is due and payable.

- 9.2 Her Majesty shall be liable to pay to the Contractor simple interest at the average rate plus three (3) percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

- 9.3 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor.

- 9.4 Her Majesty shall not be liable to pay interest on overdue advance payments.

10. **SUPPLEMENTARY CONTRACTOR INFORMATION**

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- 10.1 The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

- 10.2 The status of the contractor (individual, unincorporated business, corporation or partnership:



10.3 For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

10.4 For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



Annex “B-1”

Column A CATEGORY OF LABOUR	Column B INITIAL PERIOD PER DIEM RATES	Column C OPTION YEAR THREE PER DIEM RATES	Column D OPTION YEAR FOUR PER DIEM RATES	Column E OPTION YEAR FIVE PER DIEM RATES	Column F Average Per Diem Rates	Column G Weight Factor	Column H Weighted Average Per Diem Rate
Project Manager	A1	A2	A3	A4	G= Total of A1 to A4 divided by 4	.20	M= .20 X G
Field Supervisor / Manager	B1	B2	B3	B4	H = Total of B1 to B4 divided by 4	.30	N= .30 X H
Intermediate Consultant	C1	C2	C3	C4	I = Total of C1 to C4 divided by 4	.35	O= .35 X I
Junior Consultant	D1	D2	D3	D4	J = Total of D1 to D4 divided by 4	.15	P= .15 X J
Project Team Leader	E1	E2	E3	E4	K = Total of E1 to E4 divided by 4	.15	Q= .15 X K
Senior Consultant	F1	F2	F3	F4	L=Total of F1 to F4 divided by 4	.05	R= .05 X L
TOTAL BID PRICE							S=M + N + O + P + Q + R



ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



ANNEX “D”

EVALUATION METHODOLOGY AND CRITERIA

1.0 SELECTION AND EVALUATION METHODOLOGY

Bidders are to ensure that their proposal provides sufficient evidence for FISHERIES AND OCEANS CANADA to assess the compliance of the proposal with the criteria listed in the Request for Proposal (RFP) and to complete its evaluation.

Selection and evaluation is based on a “rules of evidence” approach, such that the Supplier’s proposal is the sole demonstration of the Bidders’ capacity to fulfill the requirement, as described within the RFP.

The Evaluation will consist of three Phases. The following table will give Bidders’ an understanding of the mandatory criteria in Phase One and the relative importance of the point-rated criteria in each of the two remaining Phases.

Phase One – Mandatory Requirements	Mandatory Criteria (M)	Page #	Meets	Does not meet
All Streams				
1. Language Requirements	(M)			
2. Security Requirements	(M)			
3. Company Experience	(M)			
4. Certifications	(M)			
5. Resumes	(M)			
6. Language Requirements for Trainer	(M)			

Proposals will be evaluated in accordance with the mandatory evaluation requirements as detailed herein. Bidders’ Proposals must clearly demonstrate that they meet all mandatory requirements for the proposal to be considered for further evaluation. Proposals not meeting the mandatory requirements will be excluded from further consideration.

The proponent must include the following table in their proposal, indicating that their proposal meets the mandatory requirements, and provide the proposal page number or section that contains information to verify that the requirements have been met.

Mandatory requirements are evaluated on a pass or fail basis. Failure on the part of the Bidder to meet any one of the following mandatory requirements will result in the proposal being deemed non-



responsive and ineligible for any further consideration or evaluation. It is the responsibility of the Bidder to ensure that the proposal meets ALL of the mandatory requirements as indicated below.

2.0 PHASE ONE – MANDATORY CRITERIA

Mandatory Criteria	Page #
<p>M1. Language Requirements Depending on geographic location, the ability to work in both official languages may be required. The Bidder must demonstrate if they have the capacity to carry out work in both French and English. The consultant should complete the language grid at the end of this document to better demonstrate their proficiency. N.B.: For this requirement only, the capacity to work in just one language will NOT result in disqualification from the process as language requirements will be dictated on a case by case basis and is influenced by location in the Country. It is only mandatory to indicate your capacity here for later solicitation of bids on specific projects.</p>	
<p>M2. Security Requirements The Bidder must hold a valid Facility Security Clearance (FSC) level with a Document Safeguarding Capability (DSC) at the Reliability level issued by the Canadian and International Industrial Security Directorate (CISD) of Public Works and Government Services Canada (PWGSC) effective on the date on contract award. <u>The Contractor's assigned resources</u> working on this contract must EACH hold a valid clearance at the reliability level granted by the Canadian and International Industrial Security Directorate (CISD) of Public Work and Government Services Canada (PWGSC).</p>	

Mandatory Criteria	Page #
<p>M3. Company Experience The Bidder must demonstrate that they have experience in the development, implementation and/or review of :</p> <p>a)</p> <ul style="list-style-type: none"> • Environmental compliance audits, and • Environmental compliance tools, plans, and/or procedures. <p>b)</p> <ul style="list-style-type: none"> • Environmental management systems (EMSs) audits, and • Environmental Management Systems tools, plans and/or procedures, <p>c)</p> <ul style="list-style-type: none"> • Environmental training or workshop/meeting facilitation <p>The experience must relate to federal environmental laws, regulations, guidelines and policies. The bidder must do this by describing a minimum of five projects covering each of the relevant areas in the last 5 years including:</p> <p>a) Name of client organization</p>	



b) Brief description of the project c) Dates and duration of the work	
M4. Certifications The Bidder must demonstrate that the proposed Lead Auditor is an Environmental Professional - Compliance Auditor - EP (CEA) by the Canadian Environmental Certification Approvals Board or by L'Association québécoise de vérification environnementale, and has recently conducted environmental audits (in the last 5 years). Proof of valid certification must be provided with the bid.	
M5. Resumes Resumes for all project members stating the individual's work experience and other relevant details must be submitted.	



3.0 TECHNICAL EVALUATION

1.1 Phase Two – Point Rated Criteria

Proposals meeting all Mandatory Criteria for the stream being bid will be evaluated and point-rated against the Point-Rated Criteria (RX-RX) in each stream being bid, using the evaluation factors for each criterion. The Supplier's proposal **is to** meet or exceed a total minimum score pass-mark of 70% (700/1000) on the Point-Rated Criteria in order to be considered further. Proposals failing to meet the minimum score pass-mark will result in the proposal being deemed non-compliant and no further consideration will be given thereto.

The Supply Arrangement(s) will be awarded to compliant proposals, being those meeting ALL mandatory requirements AND achieving the minimum technical scores for the point-rated requirements for the stream being bid.

Attention Bidders: Write beside each of the criteria the relevant page number(s) from your proposal which address the requirement identified in the criteria

Phase Two -Technical Criteria – Summary

Rated Criteria	Score	Point Rated
Rated Criteria #1		100
Rated Criteria #2		100
Rated Criteria #3		50
Rated Criteria #4		160
Rated Criteria #5		40
Rated Criteria #6		50
Rated Criteria #7		100
Rated Criteria #8		100
Rated Criteria #9		100
Overall minimum points required = 560		800 Total maximum technical points
Phase Three		
Financial Proposal		200
TOTAL AGGREGATE POINTS		1200

For all experience cited, the following information must be identified in the proposed resources resumes:

- i) The name of the client organization to whom the services were provided
- ii) A brief description of the type and scope of the services that meet the identified criteria provided by



- the resource
- iii) The dates and duration for the work (including the years/months of engagement and the start and end dates of work).

CRITERIA	Page #	Points Allocated	Score
<p>R1 The Bidder should demonstrate that their resources have experience in developing and conducting environmental compliance audits for federal facilities (including at least one example of a fuel storage tank compliance audit)</p> <p>Number of projects: 20 points per project to a maximum of 5</p>		100	
<p>R2 The Bidder should demonstrate that their resources have experience in developing and conducting audits of environmental management systems.</p> <p>Number of projects: 20 points per project to a maximum of 5</p>		100	
<p>3 The Bidder should demonstrate that their resources have experience in providing analyses of overall environmental performance of an organization, and guidance respecting the improvement of that performance</p> <p>Number of projects: 10 points per project to a maximum of 5</p>		50	
<p>R4 The bidder should demonstrate that their resources have experience in developing environmental management plans, standard operating procedures, and/or other compliance tools for fuel storage tanks, halocarbons, and hazardous materials and waste.</p> <p>Number of projects: 10 points per project to a maximum of 8 Project relates to Federal laws, regulations, guidelines or policies: 10 points per project to a maximum of 8</p>		160	
<p>R5 The bidder should demonstrate that their resources have experience in developing and/or reviewing/assessing Environmental Emergency Response Plans</p> <p>Number of projects: 20 points per project to a maximum of 2</p>		40	
<p>R6 The bidder should demonstrate that their resources have experience in developing environmental management plans, standard operating</p>		50	



<p>procedures, and/or other compliance tools for one or more of the following:</p> <ul style="list-style-type: none"> • Air emissions • Water consumption and groundwater quality • Wastewater management • Solid non-hazardous waste • Environmental Assessment <p>Number of projects: 10 points per project to a maximum of 5</p>			
<p>R7 The Bidder should demonstrate that their resources have experience developing and/or reviewing/assessing procedures, protocols, frameworks, manuals; environmental management plans (EMPs) and/or other components of an Environmental Management System.</p> <p>Number of projects: 10 points per project to a maximum of 5 Project seeks conformance with the ISO14001 standard and/or is for a Federal Department or Agency: 10 points per project to a maximum of 5</p>		100	
<p>R8 The bidder should demonstrate that their designated trainer has experience in leading training or group facilitation sessions related to environmental topics (e.g. fuel storage tanks, halocarbons, hazardous materials and waste and EMSs).</p> <p>Number of projects: 10 points per project to a maximum of 5 Project relates to Federal laws, regulations, guidelines or policies: 10 points per project to a maximum of 5</p>		100	
<p>R9 – The bidder should demonstrate that the Project Manager(s) have experience and expertise related to the subject areas included in R1-R8)</p> <p>10 points per each area of expertise listed in R1 – R8 that is included in project manager(s) resume, to a maximum of 10.</p>		100	
Total maximum technical points = 800	Overall minimum points required = 560		
		Total Bidder score =	



5.0 PHASE THREE – FINANCIAL PROPOSAL

REFER TO SECTION ANNEX “A” HEREIN

Evaluation of financial proposals will be based on the “weighted cost” method as follows:

Per-diem rates proposed by the bidder in Annex “A” for the initial period and the option years will be added to form an aggregate per diem rate for each category and recorded as sub-totals G, H, I, J, K and L under “Column F” in Annex A.

A weighting factor, equivalent to the maximum number of resources that can be proposed in each category will then be applied, resulting in sub-totals M, N, O, P, Q and R.

The sum of the weighted totals (S) will be used as the Total Bid Price for the purpose of rating the Bidder’s cost proposal.

The bidder with the lowest cost proposal will be awarded maximum points per Annex A.

Other bids will be evaluated based on the formula:

$$\frac{\text{Lowest bid X 200}}{\text{Bid to be evaluated}}$$

SELECTION OF BIDDER(s):

The Bidder receiving the highest combined point rating (technical points + cost points) will be selected as the Contractor.



LANGUAGE PROFICIENCY GRID

Legend	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> •ask and answer simple questions; •give simple instructions; and •give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • fully understand very simple texts; • grasp the main idea of texts about familiar topics; and • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> •write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> •sustain a conversation on concrete topics; report on actions taken; •give straightforward instructions to employees; and •provide factual descriptions and explanations. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> •support opinions; and understand and express hypothetical and conditional ideas 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • understand most complex details, inferences and fine points of meaning; and • have a good comprehension of specialized or less familiar material. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.