



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</b></p> <p><b><i>Bids must be sent via Email to :</i></b></p> <p><b><i>moufid.samri@canada.ca</i></b></p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUMISSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<b>Title – Titre</b>	
	<i>Blue Carbon Potential in the Bay of Fundy</i>	
	<b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> <b>5000035038</b>	
	<b>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> 07-02-2018	
	<b>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b>	<b>Time Zone – Fuseau horaire</b>
	<b>at – à 2:00 P.M.</b> <b>on – le 23-02-2018</b>	<b>Eastern Standard Time</b>
	<b>F.O.B – F.A.B</b> See herein.	
	<b>Address Enquiries to - Adresser toutes questions à</b> <i>moufid.samri@canada.ca</i>	
	<b>Telephone No. – N° de téléphone</b> <b>819-938-9131</b>	<b>Fax No. – N° de Fax</b>
	<b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b>	
	<i>See Statement of Work herein.</i>	
	<b>Destination - of Services / Destination des services</b> <i>Environment and Climate Change Canada</i> <i>See herein.</i>	
	<b>Security / Sécurité</b> <i>There is no security requirement with this requirement</i>	
<b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b>		
<b>Telephone No. – N° de téléphone</b>	<b>Fax No. – N° de Fax</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>		
<b>Signature</b>	<b>Date</b>	



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## **PART 1 – GENERAL INFORMATION**

### **1. Security Requirement**

- 1.1 There is no security requirement associated with this requirement. The Contractor will not have access to ECCC sites, information or assets.

### **2. Statement of Work**

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

### **3. Debriefings**

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



## **PART 2 – BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** In its entirety

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

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

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

**Delete:** In its entirety

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

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

**Delete:** In their entirety

**Insert:** “Deleted”

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

**Delete:** “the Procurement Business Number of each member of the joint venture,”

**Insert:** “Deleted”

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



**Delete:** In its entirety

**Insert:** "Deleted"

**At Section 05 Submission of Bids, Subsection 05 (4)**

**Delete:** "sixty (60) days"

**Insert:** "one hundred and twenty (120) days"

**2. Submission of Bids**

**2.1** Bids must be submitted to the **Email address of the contracting authority** of Environment Canada (EC) by the date and time indicated on page 1 of the bid solicitation.

**3. Former Public Servant – Competitive Bid**

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

**Definitions**

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

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

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

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



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

### **Former Public Servant in Receipt of a Pension**

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

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

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

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

### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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



#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

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

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

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

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



## **PART 3 – BID PREPARATION INSTRUCTIONS**

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

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

Section I: Technical Bid an electronic copy in PDF format.

Section II: Financial Bid an electronic copy in PDF format.

Section III: Certifications an electronic copy in PDF format.

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

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

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

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

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

#### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will carry out the Work

#### **Section II: Financial Bid**

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

##### **1.1 Price Breakdown**

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





- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day. The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:
- (i) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within the Saskatchewan Region.
  - (ii) travel between the successful bidder's place of business and the Saskatchewan Region.
- to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.
- (b) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

1.2 Bidders should include the following information in their financial bid:

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

### **Section III - Certifications**

#### **1. Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.



**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**1. Evaluation Procedures**

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

**1.1 Technical Evaluation**

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

**1.1.1 Mandatory Technical Criteria**

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

Mandatory Technical Criteria is included in Attachment 1 to Part 4.

**1.1.2 Point Rated Technical Criteria**

To be considered responsive, a bidder must obtain the required minimum 42 points of the overall 60 points for the evaluation of the Point Rated Technical Criteria.

A minimum score of 70% must be obtained for the proposal to be considered responsive.

Point Rated Technical Criteria is included in Attachment 1 to Part 4.

**1.2 Financial Evaluation**

**1.2.1 Mandatory Financial Criteria**

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed \$25,000.00, applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change to pay such an amount.		



## 1.2.2 Evaluation of Price

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

For evaluation purposes only, the price of the bid will be determined as follows:

Proposals will be evaluated out of 30 points

The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price

## 2. Basis of Selection

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

1. To be declared responsive, a bid must:
  - (a) comply with all the requirements of the bid solicitation;
  - (b) meet all mandatory financial criteria;and
  - (c) obtain the required minimum of **42 points** overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the most points or the one with the lowest price will not necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
8. Where two or more proposals achieve an identical highest combined technical 70 points and financial 30 points the proposal with the lowest total price meeting all requirements of the solicitation will be recommended for the award of a contract.



**Example:**

**Calculation of Final Technical Score:** the final technical score is calculated by prorating a proposal's technical criteria score out of a total possible score of 70 points.

Company A: Technical Criteria Score 125 points / 150 points = 0.83; Prorate for result out of 70 points  $0.83 \times 70 = 58.10$  points

Company B: Technical Criteria Score 150 points / 150 points = 1.00; Prorate for result out of 70 points  $1.00 \times 70 = 70.00$  points

**Calculation of Final Financial Score:** The financial rating for a proposal will be evaluated against the lowest bid received. The final financial score is calculated by prorating a proposal's financial rating out of a total possible score of 30 points.

Company A: \$20,000 (lowest bid received) / \$25,000 (Company A bid) = 0.80; Prorate for result out of 30 points  $0.80 \times 30 = 24.00$  points

Company B: \$20,000 (lowest bid received) / \$20,000 (Company B bid) = 1.00; Prorate for result out of 30 points  $1.00 \times 30 = 30.00$  points

**Final Proposal Score:** the final proposal score is calculated by adding the final technical score and the final financial score for a value out of 100 points.

Company A:  $58.10 + 24.00 = 82.10$  points

Company B:  $70.00 + 30.00 = 100.00$  points

**Recommendation for Contract Award:** Company B with a Final Proposal Score of 100 points will be recommended for award of a contract.



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

**Mandatory Technical Criteria**

Mandatory Criteria	Met/Not Met
<b>M1</b> – The Bidder must demonstrate in their bid that a primary member of the project team has a science degree from an accredited Canadian University, or equivalent, in biology, ecology, physical geography, or other science relevant to the focus of the Work in accordance with Annex A – Statement of Work (i.e. ecosystem services, blue carbon).	
<b>M2</b> - The bidder must demonstrate in their bid that a member of the project team has experience in ecosystem modeling or developing tools for assessing ecosystems.	

**Point Rated Technical Criteria**

Point Rated Criteria	Point Allocation	Score	Substantiation / Cross Reference to Proposal
<p><b>R1 – Experience conducting scientific research or analysis on saltwater coastal ecosystems.</b></p> <p>The Bidder must list projects/publications and provide sufficient detail to clearly demonstrate their knowledge and experience related to this criterion. (Note: where appropriate, bidders may use the same project or publication for more than one rated criteria).</p> <p><b>Max. score: 30 points</b></p>	<p>0 projects = <b>0 points</b></p> <p>1-3 projects = <b>5 points</b></p> <p>4-6 projects = <b>10 points</b></p> <p>7 or more projects = <b>20 points</b></p> <p><b>Bonus points awarded:</b> Projects specifically related to salt marshes or seagrass beds – <b>5 points</b></p> <p>Projects specifically related to the Bay of Fundy – <b>5 points</b></p>	/30	
<p><b>R2 – Experience conducting assessment or evaluation of ecosystem services.</b></p> <p>The Bidder must list projects/publications and provide sufficient detail to clearly demonstrate their knowledge and experience related to this criterion. (Note: where appropriate, bidders may use the same project or publication for more than one rated criteria).</p>	<p>0 projects = <b>0 points</b></p> <p>1-2 projects = <b>5 points</b></p> <p>3-4 projects = <b>10 points</b></p> <p>5 or more projects = <b>20 points</b></p> <p><b>Bonus points awarded:</b> Projects specifically related to salt marshes or seagrass beds – <b>5</b></p>	/30	



Point Rated Criteria	Point Allocation	Score	Substantiation / Cross Reference to Proposal
	<p><b>points</b></p> <p>Projects specifically related to the Bay of Fundy – <b>5 points</b></p>		
<p><b>Max. score: 30 points</b></p>			
<p><b>R3 – Experience researching, assessing or developing tools and applications to evaluate ecosystem services.</b></p> <p>The Bidder must list projects/publications and provide sufficient detail to clearly demonstrate their knowledge and experience related to this criterion. (Note: where appropriate, bidders may use the same project or publication for more than one rated criteria).</p>	<p>0 projects = <b>0 points</b></p> <p>1-2 projects = <b>5 points</b></p> <p>3-4 projects = <b>10 points</b></p> <p>5 or more projects = <b>20 points</b></p> <p><b>Bonus points awarded:</b> Projects specifically related to salt marshes or seagrass beds – <b>5 points</b></p> <p>Projects specifically related to the Bay of Fundy – <b>5 points</b></p>	/30	
<p><b>Max. score: 30 points</b></p>			
<p><b>R4 – Experience compiling and manipulating data from a variety of sources for use in a tool or application.</b></p> <p>The Bidder must list projects/publications and provide sufficient detail to clearly demonstrate their knowledge and experience related to this criterion. (Note: where appropriate, bidders may use the same project or publication for more than one rated criteria).</p>	<p>0 projects = <b>0 points</b></p> <p>1-3 projects = <b>5 points</b></p> <p>4-6 projects = <b>10 points</b></p> <p>7 or more projects = <b>20 points</b></p>	/20	
<p><b>Max. score: 20 points</b></p>			
<p><b>R5 – Experience developing communication or outreach materials to convey scientific information to non-scientists.</b></p>	<p>0 projects = <b>0 points</b></p> <p>1-3 projects = <b>5 points</b></p> <p>4 or more projects = <b>10 points</b></p> <p><b>Bonus points awarded:</b> 3 or more projects that demonstrate a variety of different techniques for conveying information (i.e. documents, meetings, audio/video, web, social media) – <b>5 points</b></p>	/15	
<p><b>Max. score: 15 points</b></p>			



Point Rated Criteria	Point Allocation	Score	Substantiation / Cross Reference to Proposal
<p><b>R6 – Organization and clarity of the bid.</b></p> <p>The bid must be easy to read, understand and evaluate. It must clearly address all requirements outlined in the Statement of Work.</p>	<p><b>Very Good: 15-20 points</b> (The proposal provides detailed and specific explanations of how the work will be conducted, including methodology/approach to be used and its rationale, and includes innovative approaches that add value to the project. Proposal exceeds expectations)</p> <p><b>Good: 6-14 points</b> (The proposal provides detailed and specific explanations of how the work will be conducted, including the methodology/approach to be used and its rationale. Proposal meets expectations)</p> <p><b>Acceptable: 1-5 points</b> (The proposal only provides a basic and general explanation of how it will be conducted. Proposal just meets expectations).</p> <p><b>Unacceptable: 0 points</b> (The proposal indicates specific deficiencies and problems with explanations of how it will be conducted. Proposal does not meet expectations)</p>	/20	
<p><b>Max. score: 20 points</b></p> <p>The total maximum score for technical criteria will be 150 points (110 basic + 35 bonus) and each criterion will be scored to a maximum of the points indicated. Bidders must score a minimum of 60 points out of the possible 110 basic points.</p>		/145	



## **PART 5 - CERTIFICATIONS**

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

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

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

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

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

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

### **2. Additional Certifications Required Precedent to Contract Award**

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

#### **2.1 Status and Availability of Resources**

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of





an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

## **2.2 Education and Experience**

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

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

## **3. Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid:

1. Work Experience Template at Annex D

## **PART 6 - RESULTING CONTRACT**

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

**Title:** Blue Carbon Potential in the Bay of Fundy

### **1. Security Requirement**

**1.1** There is no security requirements associated with this requirement. The Contractor will not have access to ECCC sites, information or assets.

### **2. Insurance Requirement**

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.

### **3. Statement of Work**

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

### **4. Standard Clauses and Conditions**

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

#### **4.1 General Conditions**

2010B (2016-04-04), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

#### **At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

#### **At Section 13 Transportation Carriers' Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

#### **At Section 18, Confidentiality:**

**Delete:** In its entirety



**Insert:** "Deleted"

Insert Subsection: "35 Liability"

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

**For professional services requirements where the deliverables are copyrightable works:**

### **Canada to own Intellectual Property rights in Copyright**

#### **At Section 19 Copyright**

**Delete:** In its entirety

**Insert:**

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



**5. Term of Contract**

**5.1 Period of the Contract**

The period of the Contract is from date of Contract to **June 29, 2018 inclusive.**

**6. Authorities**

**6.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Environment Canada  
Procurement and Contracting  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**6.2 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail address: \_\_\_\_\_

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



6.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_
Title: \_\_\_\_\_
Organization: \_\_\_\_\_
Address: \_\_\_\_\_
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_
E-mail address: \_\_\_\_\_

7. 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.

8. Payment

8.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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

8.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ 25,000.00. Customs duties are included, and Applicable Taxes are extra.
(b) No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
(i) when it is 75 percent committed, or
(ii) four (4) months before the contract expiry date, or



- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**9 Invoicing Instructions**

**9.1 Milestone Payments**

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
  - (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada;
  - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

**9.2 Schedule of Milestones**

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone Description	Deliverable item	% of total contract amount	Delivery date
1.	Deliverables 1-4	60%	March 29, 2018
2.	Deliverables 5-7	40%	June 29, 2018

**10. Certifications**

**10.1 Compliance**

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

**11. Applicable Laws**



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

## **12. 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) Modified 2010B General Conditions - Professional Services (Medium Complexity) (2016-04-04)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Work Experience Template; and
- (f) the Contractor's bid dated \_\_\_\_\_,



## ANNEX A

### STATEMENT OF WORK

#### 1. Purpose

The purpose of this contract is to conduct a literature review on blue carbon and assess different existing blue carbon calculators to provide a recommendation on a calculator appropriate for the Bay of Fundy. Then, using the recommended blue carbon calculator, compile existing relevant data and calculate the value of blue carbon sequestration and storage in the Bay of Fundy. Finally, communications and outreach materials (e.g. fact sheet, info graphics, social media) will be developed to raise awareness about blue carbon and its potential in the Bay of Fundy, and the results of the project will be shared with the public during Oceans Week Canada and World Oceans Day Canada.

#### 2. Background

Under the Government of Canada's National Conservation Plan (NCP), Environment and Climate Change Canada (ECCC) leads the Gulf of Maine Initiative (GMI). The goal of the GMI is to build knowledge on the Bay of Fundy/Gulf of Maine ecosystem – watershed and coast – to better understand its current condition, identify stressors and threats, and use this information to inform decisions that will support a balance between long-term conservation, human use and sustainable development.

Current use and demand for new development in the Bay of Fundy/Gulf of Maine and its watershed are leading to conflicts between conservation, human use and economic development, which are exerting pressure on the overall health of the ecosystem. Increasing variability and changes in temperature, precipitation and weather patterns, increasing sea surface temperatures, and sea level rise resulting from climate change are also exerting pressure on the health of the ecosystem. The health of this ecosystem underpins many of the environmental, social, cultural and economic values that communities and people in the region rely on so supporting a balance between conservation and sustainable development is vital to fostering a healthy environment and strong economy for our children and grandchildren.

Canada's Pan-Canadian Framework on Clean Growth and Climate Change (PCF) is a plan to reduce emissions and grow the economy. The Framework will drive emissions reductions and clean growth through efforts such as carbon pricing and increasing the amount of carbon that is stored in our forests, wetlands, and soils. In addition, the Framework will support efforts to prepare for the effects of climate change which will in turn help protect the health, well-being, and prosperity of Canadians, and help manage risks to communities, businesses, and ecosystems.

Under the federal backstop for carbon pricing, the government is developing rules to determine which offset credits can be accepted for compliance. The Canadian Council of Ministers of the Environment (CCME) is also developing a Pan-Canadian Offsets Framework to establish a nationally consistent approach to how offset credits will be used within carbon pricing regimes. A carbon offset is a credit which represents a reduction in emissions of carbon dioxide or other greenhouse gases made in one location in order to compensate for emissions made elsewhere. These credits can be traded to make up for the production of greenhouse gases generated by industry, transportation or other activities. Credits are generated by calculating the amount of carbon stored in the biomass and can be accumulated over time as these living systems pull





carbon out of the atmosphere, sequestering additional carbon in the biomass until that biomass is harvested, decomposes or is burned. Forests are traditional carbon “sinks” however some research suggests that coastal ecosystems can hold 3 to 5 times more carbon than the equivalent area of forest.

Blue carbon refers to carbon sequestered and stored by coastal ecosystems, such as mangroves, seagrass and salt marshes, in their biomass and underlying sediments. Healthy coastal ecosystems have the ability to capture and bury carbon at high rates, and can store carbon for millennia versus terrestrial ecosystems which typically store carbon on a decadal scale. They also have the ability to continue to accumulate sediment (i.e. sediment accretion) which increases the total amount of carbon they can store. Based on the “State of the Science on Coastal Blue Carbon”, most estimates of the existing carbon stored of the first metre of salt marsh soils ranges in value from 660 to 2,680 tonnes CO<sub>2</sub>e/hectare for coastal regions of eastern Canada (average of 1,266 tonnes CO<sub>2</sub>e/hectare). Other studies suggest that a single hectare of salt marsh could contain the same amount of carbon produced by 488 cars in a year.

In 2013, the GMI commissioned a natural capital assessment focusing on natural ecosystem goods and services provided to Canadians by the Bay Fundy (Canadian portion of the Gulf of Maine). Included in this report was consideration of regulating services such as the value of forests, tidal salt marshes and freshwater wetlands in supporting climate regulation through carbon sequestration and storage. A rudimentary estimate was calculated for the average carbon (345.3 tonnes/ha) and total carbon (20.2M tonnes) stored by tidal salt marshes in the Bay of Fundy. Under Canada’s carbon pricing system, an explicit price-based system will set the price of carbon at \$10/tonne in 2018 meaning that carbon stored in tidal salt marshes in the Bay of Fundy could have an estimated value of \$202M (\$1B when the price rises to \$50/tonne in 2022). However, these carbon storage estimates were based solely on area of generic tidal salt marshes and an average value of carbon storage. The report also did not include estimates for sea grasses. This means the actual blue carbon value in the Bay of Fundy could be significantly higher.

Conservation, protection and restoration of coastal ecosystems could contribute to carbon sequestration and storage. Coastal habitats could be considered in the carbon market through the buying and selling of carbon offsets, and trading of coastal ecosystem offset credits could also create financial incentive for restoration and conservation. Coastal ecosystems are also highly valuable for a range of other ecological goods and services including improving coastal water quality, supporting healthy fisheries, and providing coastal protection against floods, storm surge and erosion. As intertidal systems, they also have the ability to accumulate sediment - if there sediment supply has not been lost) and they are not subject to “coastal squeeze” - which allows them to adapt to sea level rise. Therefore, conservation and restoration of coastal ecosystems could provide a variety of benefits in the Bay of Fundy.

However, coastal habitats are vulnerable to a number of anthropogenic stressors. Degradation or destruction of coastal ecosystems can result in the release of carbon stores and become sources of greenhouse gases, as well as hinder or degrade their function in supporting other ecological goods and services. Decisions are being made every day which can affect the health of these ecosystems, the availability and quality of the goods and services they support, and ultimately their long-term sustainability.

Jurisdictions and organizations around the world, including California, Massachusetts, the International Union for the Conservation of Nature, and the Commission for Environmental Cooperation, have recognized the value of coastal ecosystems in supporting climate change

mitigation as well as the value of the greater ecological goods and services they provide. A number of tools, such as blue carbon calculators, have also been developed to help put an empirical value on blue carbon. These tools also help to place a priority on sustainable use of coastal ecosystems, and can help to identify priorities for conservation and restoration activities.

The purpose of this contract is therefore to: recommend an appropriate tool, consistent with IPCC guidelines and UNFCCC reporting standards, for calculating blue carbon in the Bay of Fundy; use the recommended tool and existing data to calculate a value for blue carbon in the Bay of Fundy; and convey information on blue carbon and the results of this project. The recommended tool can be based on an existing tool, modification of an existing tool, or a new tool. However, recognizing that data gaps will exist, the tool should be considered an “phase 1” tool and therefore be able to accommodate refinement as data and knowledge gaps are filled and/or more localized data becomes available.

### **3. Tasks**

1. Conduct and prepare a literature review on blue carbon, with a particular focus on Canada and/or similar ecosystems to Canada.
2. Conduct a search, develop an inventory, and assess existing tools for calculating blue carbon, in order to provide a recommendation on the tool most relevant/appropriate for the Bay of Fundy.
3. Compile a database of relevant existing data, and utilize/populate the recommended tool to calculate blue carbon in the Bay of Fundy. As existing data permits, calculate blue carbon value for 1-2 specific local coastal ecosystems (e.g. Musquash Estuary MPA, Shepody NWA). Note: The specific ecosystems will be discussed and confirmed with the contractor once the contract has been signed.
4. Develop outreach and communications materials (e.g. fact sheet, web material, social media) to raise awareness about blue carbon and its value in the Bay of Fundy to decision makers and Canadians.
5. Prepare a final report which includes an executive summary, detailed information generated from the tasks above, as well as an assessment of data and knowledge gaps, and data or research priorities for refining the tool and its results.

### **4. Deliverables**

Contract deliverables are based on the five (5) contract tasks listed above. Deliverables include:

1. Detailed bibliography of literature sources  
Due: within 15 business days of contract signature\*
2. Detailed bibliography/inventory of blue carbon calculation tools being assessed and criteria for assessing relevance to Bay of Fundy  
Due: within 15 business days of completing deliverable #1\*
3. Data inventory, with metadata, of existing data compiled to populate/utilize the blue carbon calculation tool. Metadata should include, but is not limited to, theme, type, category, geographic location, date generated, and data source (location and contact)



Due: on or before March 29, 2018

4. Blue carbon “calculator” draft report.

The report should include (but is not limited to):

- Summary/overview of blue carbon and blue carbon calculation tools including literature reviewed;
- Calculations tools assessed and assessment criteria;
- Recommended tool with rationale for recommendation and details on the tool’s methodology and data requirements, as well as assumption used in and limitations of the tool; and
- Results of the blue carbon calculation for the Bay of Fundy and select local coastal ecosystems.

Due: on or before March 29, 2018 (the Departmental Representative will review the draft report and provide feedback by April 13, 2018)

5. Final blue carbon “calculator” report and draft outreach and communications materials. Outreach and communications materials may include, but are not limited to, fact sheet/information graphic and social media posts. The contractor is encouraged to provide unique or innovative ideas for disseminating the information.

Due: on or before April 20, 2018 (the Departmental Representative will review the draft outreach and communication materials and provide feedback by April 27, 2018).

6. Final outreach and communications materials

Due: on or before May 18, 2018

7. Final project report.

The report should build on deliverable #4 and include an overview/executive summary of project, report details from deliverable #4, as well as an assessment/identification of data and knowledge gaps, recommendations on data or research priorities for refining the tool and its results, and recommendations on potential next steps.

Due: on or before June 29, 2018.

\*upon signature of the Contract, the Contractor and the Departmental Representation will meet (virtually) to confirm specific deliverable dates.

All deliverables are to be completed, submitted and approved by the Departmental Representative prior to payment. Contract end date will be June 29, 2018.



**ANNEX B**

**BASIS OF PAYMENT**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ \_\_\_\_\_ including Customs duties and applicable taxes.

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

No.	Deliverable	Due Date	Cost
1	Detailed bibliography of literature sources	Within 15 business days of contract signature	\$
2	Detailed bibliography/inventory of blue carbon calculation tools being assessed and criteria for assessing relevance to Bay of Fundy	Within 15 business days of completing deliverable #1	\$
3	Data inventory, with metadata, of existing data compiled to populate/utilize the blue carbon calculation tool	On or before March 29, 2018	\$
4	Draft Blue carbon "calculator" report	On or before March 29, 2018	\$
<b>Milestone 1</b>			<b>\$</b>
5	Final blue carbon "calculator" report and draft outreach and communications materials	On or before April 20, 2018	\$
6	Final outreach and communications materials	On or before May 18, 2018	\$
7	Final project report	On or before June 29, 2018	\$
<b>Milestone 2</b>			<b>\$</b>
<b>Total Cost (Milestone 1 + Milestone 2)</b>			<b>\$</b>

**Total Proposal Price:**

\$ \_\_\_\_\_ (applicable taxes extra)



**ANNEX C  
WORK EXPERIENCE TEMPLATE**

<b>WORK EXPERIENCE TEMPLATE</b>	
Name of the Proposed Resource	
Education	
Certifications	
<b>EXPERIENCE #1 (repeat for each different work experience)</b>	
Name of the organization the work was performed for	
Title of the project/work or contract name;	
Role and responsibilities of the Proposed Resource, including a description of the work performed.	
Start date (specify month and year).	
Completion date (specify month and year).	
Total number of years; including if the work is still in progress.	
Name and contact information of two references who will confirm the information supplied by the Bidder.	



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Request for Proposal No. : 5000035038