



RETURN BIDS TO: RETOURNER LES SOUMISSIONS À: Bid Receiving – Environment and Climate Change Canada / Réception des soumissions – Environnement et Changement climatique Canada 9250 49 Street Edmonton, AB T6B 1K5 BID SOLICITATION DEMANDE DE SOUMISSIONS PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided. SOUMISSION À: Environnement et Changement climatique Canada Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).	Title – Titre Production of the Freshwater Shoreline Response Guide/Manual Environment and Climate Change Canada	
	EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 50000036211	
	Date of Bid solicitation 2018-04-13 – Date de la demande de soumissions 2018-04-13	
	Bid Solicitation Closes 2018-05-23 - La demande de soumissions prend fin 2018-05-23 at – à 2:00 P.M. on – le	Time Zone – Fuseau horaire Mountain Daylight Savings Time/ Heure d'été des montagnes
	F.O.B – F.A.B Destination	
	Address Enquiries to - Adresser toutes questions à Crystal.hendrickson@canada.ca	
	Telephone No. – N° de téléphone 780-951-8653	Fax No. – N° de Fax 780-495-5097
	Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) As discussed in the Statement of Work here within	
	Destination - of Services / Destination des services Emergencies Science and Technology Section 335 River Road Ottawa, ON, K1V 1C7	
	Security / Sécurité There is no security requirement applicable to this Contract	
Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur		
Telephone No. – N° de téléphone	Fax No. – N° de Fax	
Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	

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TITLE: Production of the Freshwater Shoreline Response Guide/Manual Environment and Climate Change Canada

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

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

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

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

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security and Other Requirements: includes specific requirements that must be addressed by bidders; and *(if applicable)*

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, and the Insurance Requirements.

2. Summary

2.1 Environment Climate Change Canada has a requirement for the Production of the Freshwater Shoreline Response Guide/Manual for Environment and Climate Change Canada as detailed in the Statement of Work, Annex A of the bid solicitation. The period of contract is for 2 fiscal years, from date of award to March 31, 2020.

2.2 There is no security requirement associated with this requirement.

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

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

2.5 The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

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 (2016-04-04) 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 and Climate Change Canada (ECCC) 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 and Climate Change Canada (ECCC)”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada (ECCC)”

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"

1.1 PWGSC SACC Manual Clauses

1.1.1 A7035T (2007-05-25) List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

2. Submission of Bids

Bids must be submitted to Environment and Climate Change Canada (ECCC) Bid Receiving Unit –located at Eastgate Offices - 9250 49 Street Edmonton, AB, T6B 1K5, Canada.

Due to the nature of the bid solicitation, bids transmitted by facsimile to ECCC will **not** be accepted.

Bids are to be directed only to the bid receiving address specified. ECCC will **not** assume responsibility for bids directed to any other location.

3. Former Public Servant – Competitive Bid (*To be completed by bidder*)

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. To the email address found on the front page. 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 the Province of Ontario.

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

6. Basis for Canada's Ownership of Intellectual Property

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. *Note: This request for proposal solicitation has been deemed a two-envelope process. The financial bid must be sealed in a secondary envelope. The financial envelope will not be opened until after bidder has successfully met the requirements outlined in the mandatory and technical evaluations.*

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

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

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

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

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

Section II: Financial Bid

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

C3011T (2013-11-06) Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Introduction

To meet the requirement described herein, the experience of the Bidder must be work for which the Bidder was under contract to clients exterior to the Bidder's own organization. In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the bidder.

Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

1.2 Evaluation Process

All bids will be evaluated in accordance with the process outlined in this Article.

The Evaluation Process and Contractor Selection are subdivided into 3 stages.

Bidders will not be given any information regarding the status of their bid, any preliminary scores or results relating thereto, or any similar details until such time as the evaluation of all bids has been completed and a Contract has been awarded.

Notwithstanding that the evaluation and selection methodology will be conducted in Stages, the fact that Canada has proceeded to any next Stage shall not be deemed to mean that Canada has conclusively determined that the proposal has successfully passed all the previous Stages.

(a) Stage 1: Confirmation of compliance with the **Mandatory Requirements**;

Bids will first be reviewed by the Evaluation Team for compliance to the **MANDATORY** requirements for this RFP. Bids not complying with each and every **MANDATORY** requirement will receive no further consideration.

Please provide page numbers whereby you are demonstrating that your firm meets the Mandatory requirements.

ITEM	MANDATORY REQUIREMENTS	Page number	MET/ NOT MET
M1	Acceptance of ECCC General Conditions and Resulting Contract Clauses contained within this solicitation		
	As demonstrated within the RFP document <ul style="list-style-type: none"> Bidder has not proposed any changes to ECCC requirements Bidder has signed the first page of the Solicitation document 		
M2	Minimum Requirement for Business in Operation		
	Bidder must demonstrate a minimum of 10 years' experience working in the field, specifically on shorelines in rivers or lakes, and the provision of operational marine and freshwater oil spill preparedness and response advice.		
M3	Experience of Staff assigned to this Service Requirement		
	The Bidder must demonstrate a minimum of 10 years' experience working with the Shoreline Cleanup Assessment Technique (SCAT).		
M4	Availability of Resources		
	Bidder must provide signed copies of "Annex E"- this requirement also applies to the Owner/ Sole Proprietors if they will be performing the work.		

(b) Stage 2: Technical Evaluation against the Rated Requirements;

Bids that meet all the mandatory requirements will be evaluated against the rated requirements described in the Point Rated Evaluation Criteria.

The Evaluation team will allocate points for the Technical Score in accordance with the maximum points assigned to each criterion.

The evaluation will take the form of reviewing the statements and supporting material referenced in the responses to the rated requirements to determine the score to be awarded.

To be considered compliant, the bid must also meet or exceed the minimum required **overall pass mark of 53 of the 76 available points**. Any Bidder's proposal not meeting the overall minimum pass mark will be deemed non-compliant and the proposal will receive no further consideration.

Item	Rated Criteria	Maximum Score	Awarded Score
1. UNDERSTANDING OF THE REQUEST FOR PROPOSAL (MAX. 6 POINTS) MINIMUM REQUIRED: 3 POINTS	R1. Does the proposal indicate a clear and logical understanding of the objective and Statement of Work? The proposal clearly demonstrates the objectives and statement of work in a logical fashion. The proposal demonstrates the objectives and statement of work, but not in a clear and logical manner. The proposal does not demonstrate the objective and statement of work at all.	Max. 6 points 6 3 0	
2. WORK PLAN, APPROACH & METHODOLOGY (MAX. 36 POINTS) MINIMUM REQUIRED FOR R2 A) AND B): 24 POINTS	R2. A) Does the work plan identify milestones and how the Contractor will satisfy the requirements in the Statement of Work? <i>(partial points will be awarded in R2 A) as indicated in this section)</i> The proposal clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work. The proposal is missing information related to the	Max. 12 points 12 8	

	<p>milestones, timelines and deliverables for some of the requirements identified in the Statement of Work.</p> <p>The proposal is missing information related to the milestones, timelines and deliverables for many of the requirements identified in the Statement of Work.</p> <p>The proposal is missing information related to the milestones, timelines and deliverables for all of the requirements identified in the Statement of Work.</p>	<p>4</p> <p>0</p>	
	<p>R2. B) Are the presented approach and methodology logical, thorough and well defined for each of the tasks in the Statement of Work? <i>(partial points will be awarded in R2 B) as indicated in this section)</i></p>	<p>B) Max. 24 points</p>	
	<p>All of the six points below are satisfied:</p> <p>(1) The presented approach is logical and thorough.</p> <p>(2) The presented approach is well defined.</p> <p>(3) The steps in the presented methodology are logical and thorough.</p> <p>(4) The steps in the presented methodology are well defined.</p> <p>(5) Potential challenges are clearly identified.</p> <p>(6) Potential solutions to challenges are addressed.</p>	<p>24</p>	
	<p>Any one of the points above is not satisfied, but the remaining five points are satisfied.</p>	<p>20</p>	
	<p>Any two of the points above are not satisfied, but the remaining four points are satisfied.</p>	<p>16</p>	

	<p>Any three of the points above are not satisfied, but the remaining three points are satisfied.</p> <p>Any four of the points above are not satisfied, but the remaining two points are satisfied.</p> <p>Any five of the points above are not satisfied, but the remaining one point is satisfied.</p> <p>None of the points above is satisfied.</p>	<p>12</p> <p>8</p> <p>4</p> <p>0</p>	
<p>3. PROJECT TEAM EXPERIENCE (MAX. 31 POINTS)</p> <p>R3 A): MINIMUM 4 POINTS REQUIRED AND A MINIMUM OF 2 POINTS MUST BE MADE BY AT LEAST ONE PERSON</p> <p>R3 B): MINIMUM 2 POINTS REQUIRED</p>	<p>R3. A) Does the project team's cumulative experience make it well suited to complete the assignment? <i>(partial points will be awarded in R4 as indicated in this section)</i></p> <p>How many total years of experience does the project team (including the project manager) have on projects concerning shoreline geological process and oil spill contamination on lakes and rivers shorelines? Experience must be clearly described in the proposal.</p> <p>To pass R3 A) two points must be contributed by at least one team member (who can be the project manager). If this condition is not met, the proposal will be deemed non-compliant with R3 A).</p> <p>1 point per year (starts at 10 years and more)</p> <p>R3. B) Does the project manager have the appropriate experience and skill set to manage projects of this nature? <i>(partial points will be awarded in R3 B) as indicated in this section)</i></p> <p>How many years of experience does the project manager have on the provision of operational oil spill preparedness and response advice during an oil spill in rivers and lakes? Experience must be clearly described in the proposal.</p>	<p>A) Max. 10 points; min. 4 total points; and min. of 2 points must be made by at least one team member</p> <p>B) Max. 7 points Min. 2 points</p>	

The financial bid will be the total combined costs of all rows listed in Table found in Annex B – Basis of Payment.

(c) Stage 4: Contractor selection

Highest Combined Rating of Technical Merit (70%) and Price (30%) within Budget

- (a) Meet All **Mandatory Requirements** including submitting copies of all **certifications**.
- (b) To be declared responsive, a bid must:
 - (i) comply with all the requirements of the bid solicitation
 - (ii) Achieve an individual criterion pass mark as outlined in the table and an overall pass mark of 70%.
- c) Bids not meeting (i) or (ii) will be declared non-responsive.
- d) 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
- e) To establish the technical merit score for each responsive bid will be determined as follows: $\text{total number of total number of points obtained} / \text{maximum number of points available multiplied by the ration of 70\%}$
- (f) To establish the successful contractor each bid in compliance with the mandatory technical criteria will then be opened, with contract being awarded to lowest bidder.

Calculation grid

- 1) The technical evaluation is weighted at 70%.
- 2) The price is weighted at 30%.
- 3) The proposal below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratios of the technical merit and price respectively. The total available points equal 76 and the lowest evaluated price is \$148,000.00

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		55/76	53/76	58/76
Bid Evaluation Price		\$155,000.00	\$148,000.00	\$161,000.00
Calculations	Technical Merit Score	$55/76 \times 70 = 50.66$	$53/76 \times 70 = 48.83$	$58/76 \times 70 = 53.42$
	Pricing Score	$148/155 \times 30 = 28.65$	$148/148 \times 30 = 30$	$148/161 \times 30 = 27.58$
Combined Rating		79.31	78.83	81
Overall Rating		2nd	3rd	1st

1.3 Interpretation of Personnel Requirement by the Evaluation Team

The statements and requirements in this article apply to both Mandatory and Point-Rated Contractor information.

The Bidder is advised that only listing position or assignment titles without providing any supporting data to describe responsibilities, duties, and relevance to the requirements will not be considered “demonstrated” for the purpose of this evaluation.

The Bidder is advised that the month(s) of valid experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: Project 1 time frame is July 2001 to December 2001; Project 2 time frame is October 2001 to January 2002; the total months of experience for these two projects references is seven (7) months.

The Bidder is advised that, the experience description must contain both the month the experience started and the year as well as the month and year the experience ended.

The Bidder is advised that, if the experience description only contains years, and does not specify any months within the year, then a maximum of only one month of experience will be allowed by the evaluation team.

If phrases such as “within the past eight years” are used the phrase means “within the eight years preceding the closing date of the RFP”. In the event that the RFP closing date changed after the initial publication of the RFP, the Bidder may choose to interpret the phrase

as being measured from either the initial closing date or the final closing date, unless otherwise directed in an RFP amendment.

Phrases such as “experience working as an electrician” (or other resource category title) mean that the experience must match, to the satisfaction of the evaluation team, the requirements for such a resource category as stated in the Statement of Work provided with the RFP.

Phrases such as “experience dealing with matters related to the Statement of Work” mean that the experience must match, to the satisfaction of the evaluation team, the nature of the requirements for the work being done by the ECCC as described throughout the Statement of Work, including but not limited to background and introductory and other descriptive information.

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. The Bidder must complete the attached "List of Names for Integrity Verification Form" found in Annex – D.

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 Additional Certifications Precedent to Contract Award – Former Public Servant

As presented on Pages 7 through 9 are required to be completed.

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

- 1.1 There is no security requirement. The bidder will not require access to building, classified or protected information, assets or sensitive work site(s)
- 1.2 For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. Insurance Requirements

PWGSC SACC Manual clause G1007T (2016-01-28) Insurance – Proof of Availability Prior to Contract Award

- 2.1 Provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Part 7 – Resulting Contract Clauses, 11. Insurance Terms. The Bidder is not required to purchase the insurance until in receipt of Notification of Contract award through a letter of intent;

or

- 2.2 Provide copies of Insurance already in place that meets the minimum requirement.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT

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

Title: Production of the Freshwater Shoreline Response Guide/Manual Environment and Climate Change Canada

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____, dated _____.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2012-03-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

General conditions 2035 is modified as follows:

At Section 14 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 15 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 22, 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."

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

At Section 20 Copyright

Delete: In its entirety

Insert: "Deleted"

2.2 Specific Person(s)

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

3. Security Requirement

- 3.1 There is no security requirement. The bidder will not require access to building, classified or protected information, assets or sensitive work site(s)

4. Term of Contract

4.1 Period of the Contract

A9022C (2007-05-25) Period of the Contract

The period of the Contract is from date of Contract to **2 year period**.

4.2 Transition Period

A0078C (2008-05-12) Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of six (6) months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least thirty (30) calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Crystal Hendrickson
Title: Procurement and Contracting
Environment and Climate Change Canada
Address: 9250 49th Street
Edmonton, AB T6B 1K5
Telephone: 780-951-8653
Facsimile: 780-495-5097
E-mail adresse: crystal.hendrickson@canada.ca

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

5.2 Technical Authority – to be announced upon contract award

The Technical Authority for the Contract is:

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

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

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

5.3 Contractor's Representative – to be announced upon contract award

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants - if applicable

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

7. Payment

7.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____. Customs duties are included and Applicable Taxes are extra.

7.2 Monthly Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payment

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.3 SACC Manual Clauses

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

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

SACC Manual Clause C0711C (2008-05-12) Time Verification

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

8. Certifications

8.1 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.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

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

10. Government Site Regulations

A9068C (2010-01-11) Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

11. Insurance Requirements – Specific requirement

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

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

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

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) 2035B General Conditions - Higher Complexity – Services (2012-03-02) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (h) Annex D, Integrity Verification Form
- (i) Annex E, Letter of Availability and Willingness to do the Work
- (j) the Contractor's bid dated _____, *(insert date of bid - if the bid was clarified or amended, insert at the time of contract award, as clarified on _____ or as amended on _____ and insert date(s) of clarification(s) or amendment(s)).*

ANNEX “A” STATEMENT OF WORK

Project Title: Production of the Freshwater Shoreline Response Guide/Manual Environment and Climate Change Canada

1. Background Information

Environment and Climate Change Canada (ECCC) was one of the leaders in the development of the Shoreline Cleanup Assessment Technique (SCAT) approach, and documentation protocols during the responses to the Nestucca and Exxon Valdez oil spills in 1988-1989. Since then, the SCAT shoreline program has become an integral component of spill response in Canada, the US and internationally. The SCAT is a systemic approach that uses standard terminology, documentation and decision-making for shore-line cleanup. It provides a clear organizational framework that links the SCAT process to both cleanup and logistical coordination. In July 2016 ECCC published “A Field Guide to Oil Spill Response on Marine Shorelines” and its 3rd edition of the SCAT manual will be published in early 2018.

There currently is no available Freshwater Shoreline Response Guide/Manual by ECCC. The experience gained from applications of the SCAT technique during marine and freshwater incidents over the past years by ECCC identified a number of areas in need of update, modification or clarification. As such, ECCC is leading an effort to develop a ECCC publication for Freshwater Shoreline Response Guide/Manual.

2. Emergencies Sciences and Technology Section (ESTS)

In 2016, ESTS began a 3 year Research & Development program to examine several specific topics related to the environmental impact and detection of conventional and non-conventional oil (diluted bitumen) on freshwater. Between 2016 and March 31, 2019, ESTS, has and will continue to undertake the following:

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

The knowledge gained, through this scientific research, is to be compiled into various field and response guidebooks. The objective of this contract is to deliver a new Freshwater Shoreline Response Guide/Manual that includes new, leading edge scientific shoreline research, is legally defensible and credible to provide spill response teams with more informed technical support tools for decisions regarding evaluation of freshwater shoreline and shoreline treatment options.

3. Rationale for Technical Group of Experts / Shoreline Scientists

To address concerns and knowledge gaps associated with unconventional petroleum products such as diluted bitumen, the Government of Canada announced the World Class Tanker Safety System on March 18, 2013. The potential future development of the petroleum industry is significant and ESTS is undertaking research on the interaction between diluted bitumen and shorelines. ECCC's focus was on Operational Science to Inform Marine and Freshwater Oil Spill Response. To conduct further research to strengthen freshwater oil spill preparedness and response by improving planning and preparation to limit the environmental impacts of incidents such as oil spills, improve countermeasures employed, and provide science-based expert advice aimed tools for responders to reduce the environmental impact of a spill.

ECCC's ESTS requires services of technical experts, with significant experience in the areas of the oil spill contamination of shorelines, oil spill preparedness and response, and the Shoreline Cleanup Assessment Technique (SCAT), to produce **Freshwater Shoreline Response Guide/Manual**, the associated **job aids** and **Shoreline Oiling Summary (SOS) forms** for rivers and lakes. The work includes, but is not limited to the following:

- Defining the content of the Freshwater Shoreline Response manual and outlined with a Table of Contents;
- Writing the manual;
- Job aids and SOS forms (river and lake); and,
- The design of a publishing format for the manual.

The completed guide/manual, job aids and SOS forms (rivers and lakes) will be provided in electronic format submitted to ECCC and ready to print by ECCC using current publication criteria.

4. Objective

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

5. Scope

The technical expert or team of experts will provide scientific expertise in the area of freshwater oil spills on different types of shorelines. ESTS has managed a similar collaborative production of manuals with the 3rd edition of *The SCAT Manual (2015 to 2017)* and also with the *A Field Guide to Oil Spill Response on Marine Shorelines (2016)*. The expert(s) will have to consult with ECCC and ensure the new freshwater guide/manual aligns with and complements the most recent edition of the ECCC SCAT Manual and the ECCC Marine Shorelines guide.

6. Task\Deliverables

The anticipated tasks and deliverables will extend over 2 fiscal years 2018/19 and 2019/20. The contract period will begin on the date the contract is awarded and ends on March 31st, 2020. The first year will include the following: the plan/design and writing; literature review; the writing of the table of contents and the first draft of the guide/manual. The second year will involve the editing and production of the 2nd draft and final guide/manual as well as revision of Job aids and SOS forms. In consultation with the ECCC scientific authority the contractor will be responsible for, but not limited to:

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

The follow table presents the anticipated deliverable and timeframe

Deliverable	Timeframe
Plan for the design and writing Freshwater Shoreline Response Manual and Literature Review	June 29, 2018
Table of Contents	August 1, 2018
Draft of the Freshwater Shoreline Response Manual, SOS form (river and lake) and Job aids	January 30, 2018
2 nd Draft of the Freshwater Shoreline Response Manual, SOS form (river and lake) and Job aids	May 30, 2019
Final Freshwater Shoreline Response Manual	October 15, 2019
Revise Job aids and SOS form (river and lake)	December 1, 2019

7. Meetings

At a minimum of the following:

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

Progress meetings: The progress meetings will be held on a monthly basis or at such frequency as deemed appropriate by the technical authority. They shall take place at ESTS's offices in Ottawa or via teleconference or videoconference. The Contractor must prepare written information for these meetings, including:

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

8. Responsibilities of the Technical Authority

ECCC's technical authority is responsible for:

- Clarifying the work objectives and requirements, including coordinating with the contractor to define, review and approve timelines for tasks/deliverables.
- Review the progress of tasks/deliverables and the changes to the management plan, as necessary.
- Reviewing and approval of the proposed management plan for the development of the new Freshwater Shoreline Response Manual.
- Reviewing requested modifications where required and approve the draft and final print ready versions of the Freshwater Shoreline Response Manual, job aids and SOS forms (river and lake), and to confirm that the manual reflects current 3-year initiative of Freshwater oil spill response.
- French translation of the final version of the Freshwater Shoreline Response manual, ensuring that the manual meets federal publication requirements, and printing the manual. Note the translation and review of the French version of the Freshwater Shoreline Response manual will be undertaken at a later date and is outside the scope of this contract.

9. Responsibilities of the Contractor

- The Contractor will submit all formal written deliverables to the Scientific Authority in print-ready and electronic format in English Microsoft Word (MS Office 2010 or later version).
- A full listing of reference materials/bibliographies and data sources will be provided as formal written deliverables.
- The Contractor will submit all the pictures in jpg and in high resolution for the printing.

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

10. Ownership of Intellectual Property and Copyright

The Crown has determined that the foreground intellectual property right arising from the performance of work set out in the contract will be vested in Canada for the following reasons:

Where the Crown's procurement contract or deliverables under the terms of this contract aim to:

6.4.1 Obtain knowledge and information that will be released to the public.

11. Work Location

The work will be performed from the Contractor's own business location.

12. Reporting Requirement

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

13. Duration of Contract / Level of Effort

The period of the contract will be from the date of award, extended over two fiscal years 2018/19 and 2019/20 and concluding on March 31, 2020. The estimated level of effort is estimated at 150 days over the duration of the contract.

14. Fees and Expenses:

- This is an office project. Travel costs are not anticipated but should there be an unforeseen need any travel will be in accordance with Federal Government procurement guidelines.
- The total amount of this contract payable by Environment and Climate Change Canada shall not exceed \$125,000 Canadian dollars (excluding all taxes) in fiscal 2018/19 and \$45,000 (excluding all taxes) in fiscal 2019/20 and shall be paid upon submission of original invoice and approval by the Project manager.

Invoicing will coincide with stated milestones and deliverables and submitted to ECCC.

All tasks must be completed and all invoices must be submitted by March 31st, 2019 for Government fiscal 2018/19 and March 31st, 2020 for fiscal 2019/20.

ANNEX "B"
BASIS OF PAYMENT

Prices are firm.

Firm Prices are in Canadian Dollars.

Prices do not include HST, however HST will be added as a separate item, if applicable, on any invoice issued as a result of a Contract.

The table must be completed in its entirety or the bid /tender will be considered non responsive and will not be evaluated.

Deliverable	Estimated Timeframe	Bidders Price
Plan for the design and writing Freshwater Shoreline Response Manual and Literature Review	June 29, 2018	\$ _____
Table of Contents	August 1, 2018	\$ _____
Draft of the Freshwater Shoreline Response Manual, SOS form (river and lake) and Job aids	January 30, 2018	\$ _____
2 nd Draft of the Freshwater Shoreline Response Manual, SOS form (river and lake) and Job aids	May 30, 2019	\$ _____
Final Freshwater Shoreline Response Manual	October 15, 2019	\$ _____
Revise Job aids and SOS form (river and lake)	December 1, 2019	\$ _____
TOTAL		\$ _____

ANNEX "C"

INSURANCE REQUIREMENTS

The following are Insurance Coverages that must be obtained upon notification that a contract will be awarded:

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

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-owned Automobile Liability – Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation or ideas, or infringement of copyright, trademark, Tile or slogan.
- o. All Risks Tenants Legal Liability – to protect the contractor for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- r. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX “D”
Integrity Regime

Bidder must complete the attached List of Names for Integrity Verification Form.

ANNEX "E"

**LETTER OF AVAILABILITY AND WILLINGNESS
TO PERFORM THE WORK UNDER THE CONTRACT**

I _____ **[insert name]**, confirm that I am willing and available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation, and that I am willing to undergo any required training to do the work.

I further confirm that _____ **[insert name of Bidder]** has the authorization to provide my name as a resource in its bid for the Weather Observation Services Contract.

Name and Signature

Date