



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement Canada</p> <p>Josee.francoeur@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</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>	Title – Titre	
	Development of Guidance on Oil Spill Waste Management in Remote Locations	
	ECCC Bid Solicitation No. /SAP No. – N° de la demande de soumissions ECCC / N° SAP 5000042291	
	Date of Bid solicitation (2018-12-17) – Date de la demande de soumissions (2018-12-17)	
	Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)	Time Zone – Fuseau horaire Eastern Standard Time EST
	at – à 2:00 P.M. on – le January 28, 2019	
	F.O.B – F.A.B	
	Address Enquiries to - Adresser toutes questions à Josee.francoeur@canada.ca	
	Telephone No. – N° de téléphone 819-938-3822	Fax No. – N° de Fax
	Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2020-03-31	
	Destination - of Services / Destination des services National Capital Region (NCR)	
	Security / Sécurité No security requirement	
	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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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
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include, a Confidentiality Agreement, the Information - Ontario Labour Legislation, Financial Bid Presentation Sheet, Mandatory Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, Insurance Requirements, the Schedule of Milestones, and any other annexes.

2. Summary

- 2.1 Environment and Climate Change Canada (ECCC) seeks the services of a technical expert or a team of experts to develop a guidance on Oil Spill Waste Management in Remote Locations (Guidance). The technical expert or team of experts will provide scientific expertise in the area of oily waste management and guidance development.
- 2.2 Bidders must provide a list of names and other related information as required in accordance with Section 01 Provisions for the Integrity of the Standard Instructions.
- 2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

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, 2014-09-25 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”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change 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”

The standard instructions 2004 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 07 Rejection of Bid, Subsection 07 (1) a. and b.:

Delete: In their entirety

Insert: “Deleted”

At Section 10 Joint Venture, Subsection 10 (1b):

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

Insert: “Deleted”

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

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

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

“pension” means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces*

Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per page 7, 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 five (5) 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 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

Canada will retain ownership of the intellectual property rights in foreground information, as identified by Environment and Climate Change Canada, based on the following exception;

- 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 electronic copy),
- Section II: Financial Bid (1 electronic copy),
- Section III: Certifications (1 electronic copy)
- Section IV: Additional Information (1 electronic copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (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:

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.

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable

Taxes must be shown separately.

- 1.3** Bidders must submit their price and, rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

- 1.5** Bidders should include the following information in their financial bid:

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID**

The tenderer must complete the presentation sheet of the financial bids and include in its financial bid when completed. At the very least, the bidder must meet this financial bid Format Sheet by including in its financial bid for the periods indicated below its rate for each deliverables

ECCC wishes to establish a contract until March 31st, 2020.

Cost Component

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 180 days over the duration of the contract.

Basis of Payment

Deliverable	Payment guidance	Level of Effort (A)	Per diem (B)	Total (A X B)
Work plan for the design and production of the Guidance and literature review				
Finalizing the Table of Contents	15% of the cost			
1 st Draft of the Guidance	45% of the cost			
2 nd Draft of the Guidance	20% of the cost			
Final version of the Guidance	20% of the cost			
			Sub-Total price submitted	\$ _____
			+ Taxes	\$ _____
			Total price Submitted	\$ _____

- 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. National Joint Council Travel Directive.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1.1 Selection of Contractor (Highest combined Technical Merit (70%) and Price (30%))

The proposal that obtained the highest score for the technical evaluation, as presented in appendix A, will be assigned a weight of **70%**. All other proposals that meet the minimum score requirements for the technical evaluation will be prorated.

For a proposal to be deemed technically compliant, a bid must:

- a) comply with all the requirements of the bid solicitation;
- b) meet all of the Mandatory criteria
- c) obtain the required minimum points for each of the point rated criteria
- d) obtain an overall score of **48/69** is also required

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. The *responsive* (compliant) Bidder with the highest combined rating of Technical (70%) and price (30%) will be recommended for award of a contract.

1.1.1 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 Technical Evaluation

1.2.1 Mandatory Technical Criteria

Proposals will be evaluated against mandatory requirements as well as point rated requirements in accordance with the requirements listed below.

Failure by bidders to meet any of the mandatory requirements will render the bidder's proposal **non-responsive**. The treatment of mandatory requirements in any procurement process is absolute.

Proposers must meet **all** the mandatory requirements described below. This will be evaluated as either "Yes" or "No". Proposals receiving "No" for any mandatory requirement will **not** be considered further.

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

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, within the last 20 years, working in the area of Oily Waste Management and/or Oil Spill Response.		
M3	Experience of Staff assigned to this Service Requirement		
	The Bidder must demonstrate the staff assigned to this project having a minimum of 5 years' experience, within the last 10 years, working with Oily Waste Management and developing manuals and/or guidance documents.		
M4	Availability of Resources		
	Bidder must provide signed copies of "Annex C"- this requirement also applies to the Owner/ Sole Proprietors if they will be performing the work.		

1.2.2 Point Rated Technical Criteria

A proposal with a score less than minimum points required outlined for each section and/or as a whole will be considered **non responsive**, and eliminated from the competition.

To be considered compliant, the bid must meet or exceed the required overall pass mark of **48 out of the 69** points available.

Item	Rated Criteria	Maximum Score	Evaluators Score
1. UNDERSTANDING OF THE REQUEST FOR PROPOSAL	R1. Does the proposal indicate a clear and logical understanding of the objective and Statement of Work?	Max. 6 points	

<p>(MAX. 6 POINTS) MINIMUM REQUIRED: 3 POINTS</p>	<p>The proposal clearly demonstrates the objectives and statement of work in a logical fashion.</p> <p>The proposal demonstrates the objectives and statement of work, but not in a clear and logical manner.</p> <p>The proposal does not demonstrate the objective and statement of work at all.</p>	<p>6</p> <p>3</p> <p>0</p>	
<p>2. WORK PLAN, APPROACH & METHODOLOGY (MAX. 36 POINTS) MINIMUM REQUIRED FOR R2 A) AND B): 24 POINTS</p>	<p>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></p> <p>The proposal clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work.</p> <p>The proposal is missing information related to the milestones, timelines and deliverables for some of the requirements identified in the Statement of Work.</p> <p>The proposal is missing information related to the milestones, timelines and deliverables for many of the requirements identified in the Statement of Work.</p> <p>The proposal is missing information related to the milestones, timelines and deliverables for all of the requirements identified in the Statement of Work.</p> <p>R2. B) Are the presented approach and methodology logical, thorough and well defined for each of the tasks in the Statement of Work? <i>(partial points will be awarded in R2 B) as indicated in this section)</i></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>A) Max. 12 points</p> <p>12</p> <p>8</p> <p>4</p> <p>0</p> <p>B) Max. 24 points</p> <p>24</p>	

	<p>(3) The steps in the presented methodology are logical and thorough.</p> <p>(4) The steps in the presented methodology are well defined.</p> <p>(5) Potential challenges are clearly identified.</p> <p>(6) Potential solutions to challenges are addressed.</p> <p>Any one of the points above is not satisfied, but the remaining five points are satisfied.</p> <p>Any two of the points above are not satisfied, but the remaining four points are satisfied.</p> <p>Any three of the points above are not satisfied, but the remaining three points are satisfied.</p> <p>Any four of the points above are not satisfied, but the remaining two points are satisfied.</p> <p>Any five of the points above are not satisfied, but the remaining one point is satisfied.</p> <p>None of the points above is satisfied.</p>	<p>20</p> <p>16</p> <p>12</p> <p>8</p> <p>4</p> <p>0</p>	
<p>3. PROJECT TEAM EXPERIENCE (MAX. 27 POINTS)</p> <p>R3 A): MINIMUM 4 POINTS REQUIRED AND A MINIMUM OF 2 POINTS MUST BE MADE BY AT LEAST ONE PERSON</p>	<p>R3. A) Does the project team's cumulative experience make it well suited to complete the assignment? <i>(partial points will be awarded in R3 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 oily waste management? 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>A) Max. 10 points; Min. 4 total points; and Min. of 2 points must be made by at least one team member.</p>	

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.

Certifications Required Precedent to Contract Award

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.

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. 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.

2.1 Education and Experience

PWGSC SACC Manual clause A3010T 2010-08-16 Education and Experience

2.2 Former Public Servant in Receipt of a Pension

As per page 7, 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:

- c. name of former public servant;
- d. 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:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.

Signed

Date

PART 6 – SECURITY AND OTHER REQUIREMENTS

1.0 Security Requirement

No security required

2.0 Insurance Requirements

N/A

PART 7 - RESULTING CONTRACT

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

TITLE: Development of Guidance on Oil Spill Waste Management in Remote Locations

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

2010B 2018-06-21, 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."

3. Security Requirement

3.1 Security Requirement

N/A

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from contract award to **March 31, 2020** inclusive.

4.2 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 5 days 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 5 days 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: Josée Francoeur
Title: Contracting Officer
Environment and Climate Change Canada
Procurement and Contracting Division
Address: 200 Sacré-Coeur Blvd.,
Gatineau, QC

Telephone: 819-938-3822
Facsimile: 819-938-4848
E-mail address: josee.francoeur@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/Project Authority (at 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 (at contract award)

Name:
Title:
Organization:
Address:.

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

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

For the Work described in article 4, deliverables of the Statement of Work in annex A :

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in annex B, to a limitation of expenditure of \$_____ (*at contract award*). Customs duties are included and Applicable Taxes are extra.

7.2 Milestone Payments

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

- i) 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;
- ii) all such documents have been verified by Canada;
- iii) the Work delivered has been accepted by Canada.

7.3 Time Verification

C0711C 2008-05-12 Time Verification.

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.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B General Conditions - Professional Services (Medium Complexity) 2014-09-25 as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Letter of availability and willingness
to perform the work under the contract
- (f) the Contractor's bid dated _____, as clarified on _____ **or** as amended on _____

ANNEX A STATEMENT OF WORK

Project Title: Development of Guidance on Oil Spill Waste Management in Remote Locations

CONFIDENTIALITY

It is understood and agreed that the Contractor shall, during and after the effective period of the ensuing contract, treat as confidential and not divulge, unless authorized in writing by the Departmental Representative, any information obtained in the course of the performance of the ensuing contract.

The Contractor shall maintain the confidentiality of all facility-specific information obtained in the course of the ensuing contract that has been identified as confidential. Confidential information shall not be included in reports, and must be generalized sufficiently such that the data cannot be identified with an individual facility. Information which was submitted as confidential but which, due to aggregation, cannot be related to a specific facility may be included in the main report.

Information that a facility requests to be kept confidential shall be compiled in the Excel spreadsheet (refineries' individual profiles) and under separate cover (for additional information that doesn't belong to the refineries' individual profiles) and labelled confidential within the meaning of the *Access to Information Act*.

Any failure of the Contractor to respect the confidentiality obligations is a default of the Contractor for which the Minister may terminate the contract.

USE / DESTRUCTION / RETURN OF INFORMATION

The information and documentation provided to the Contractor by the Departmental Representative are to be used for the purpose of this contract only and shall not be used for other purposes unless duly authorized by the Departmental Representative. After completion of the contract or in the event of contract termination and upon request, the supplied information shall be destroyed in a manner deemed appropriate by the Departmental Representative. The Contractor shall send a letter to the Departmental Representative acknowledging the disposition of the information.

1. Background Information

The goal of oil spill response operations is to minimize further impacts to the environment and public health. In many cases, the response to an oil spill results in the rapid generation and accumulation of large quantities of oily waste. This waste often exceeds the capacity of the locally available waste management infrastructure, particularly when an incident happens in a remote location. As a result, the management of the oily waste and other associated response-related wastes can become the most time-demanding and costly aspect of an oil spill.

Management of oil spill waste involves the setting up of a logistics chain to transfer waste in a safe and secure manner from the recovery point to a final recycling or disposal facility, including waste collection, categorization, storage, transportation, treatment, recycling or disposal, etc. The waste management strategy and plan are therefore vital components of any oil spill contingency plan and response action. In Canada, efforts have been made to develop regional waste management guidelines for marine oil spill response operations, however it is crucial to have a nation-wide strategy in place to address the oily waste generated from a large scale marine oil spill.

In November 2016, the Government of Canada launched a national Oceans Protection Plan (OPP) to improve marine safety and responsible shipping and protect Canada's marine environment. Under the OPP, Environment and Climate Change Canada (ECCC)'s Emergencies

Science and Technology Section (ESTS) is conducting research and development studies to support making legislative amendments to enable the use of select Alternative Response Measures (ARMs) for oil spill response. These include developing operational guidelines and guidance for the use of ARMs in spill preparedness and response.

2. Objective

ECCC seeks the services of a technical expert or a team of experts to develop a Guidance on Oil Spill Waste Management in Remote Locations (Guidance). The technical expert or group of experts must have significant experience in the areas of the oily waste management and guidance production. ECCC will be the Technical Authority who will specify the requirements and provide oversight for the development of the Guidance.

3. Scope

The technical expert or team of experts will provide scientific expertise in the area of oily waste management and guidance development. ECCC has managed similar collaborative productions of guidelines and manuals, such as 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 Guidebook meets the Technical Authority's requirements. The completed Guidance will be provided in electronic format submitted to ECCC and ready to print by ECCC using current publication criteria.

4. 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 31, 2020. The first year will include the following: the work plan for the design and writing the Guidance; literature review; and finalizing the Table of Contents of the Guidance. The second year will involve the editing and production of the 1st and 2nd drafts and final version of the Guidance. In consultation with the ECCC Technical Authority the contractor will perform the following activities:

- Provide a project work plan for the design and writing of the Guidance. The work 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 the task. The project design will include the Table of Contents and proposed outline for the Guidance.
- Conduct a thorough literature review on the current state-of-the-art and state-of-the-application of oily waste management, including oily waste collection, categorization, storage, transportation, treatment, and recycling/disposal, as well as relevant regulatory requirements, oily waste management planning, health and safety, environmental monitoring, application of net environmental benefit analysis for decision-making. The contractor must provide a document demonstrating the literature search, relevant scientific information/documentation reviewed for the Guidance and a list of appropriate contacts consulted for this project.

- Provide the 1st and 2nd drafts of the Guidance, including the appropriate text, graphics, photographs, all figures and tables to be used in the Guidance. Delivery of the draft electronic documents in both Word and PDF versions to the Technical Authority for review/approval.
- Revise the drafts by taking into consideration any corrections requested by the Technical Authority.
- Provide the final version of the Guidance (in both Word and PDF formats) to the ECCC's Technical Authority for final review and approval.

The follow table presents the anticipated deliverables and timeframe

Deliverable	Estimated Timeframe
Work plan for the design and production of the Guidance and literature review	Feb. 28, 2019
Finalizing the Table of Contents	Mar. 31, 2019
1 st Draft of the Guidance	Aug. 31, 2019
2 nd Draft of the Guidance	Dec. 31, 2019
Final version of the Guidance	Mar. 15, 2020
Submission of the final invoice	Mar. 31, 2020

5. Meetings

At a minimum of the following:

Attend a start-up meeting organized by ECCC's Technical Authority (i.e., ESTS), either at ESTS's offices in Ottawa or via teleconference, at the start of the project. The main purpose of this meeting will be to ensure that ECCC'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. The Contractor must prepare written information (i.e., agenda and minutes) 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 the Technical Authority; and,
- Other important information deemed appropriate.

6. Responsibilities of the Technical Authority

The 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.

- Reviewing and approving the proposed work plan and requested modifications where required for the development of the Guidance.
- Reviewing the progress of tasks/deliverables and the changes to the work plan, as necessary.
- Coordinating the draft Guidance review activities and approving the final version of the Guidance.

7. Responsibilities of the Contractor

- The Contractor will submit all formal written deliverables to the Technical Authority in printable and electronic format in English Microsoft Word (MS Office 2003 or later version).
- A full listing of reference materials/bibliographies and data sources will be provided as formal written deliverables.
- The Contractor will submit all the pictures in jpg and in high resolution for the printing.
- The Contractor must be available to discuss the tasks and deliverables by conference call and/or meetings.

8. Work Location

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

9. Reporting Requirement

The contractor must communicate and write in English. All documents and the Guidance will be produced in English. The contractor will provide all written materials to ECCC Technical Authority in computer readable version of both Word and PDF formats. The Guidance including figures and tables produced by the contractor will be subject to review by ECCC. This process may require the contractor to respond to clarification requests if needed.

Appendix 1- Suggested Framework for the Guidance

1. Introduction
 - 1.1. Waste management definition and challenges
 - 1.2. Nature of oil and oiled materials
 - 1.3. Objectives of the Guidance
2. Regulatory Requirements/Legislation
 - 2.1. Federal
 - 2.2. Provincial/Territorial
3. Oil Spill Waste Management Planning
 - 3.1. Oil spill waste management plan
 - 3.2. Documentation, record keeping and data management
4. Health and Safety
 - 4.1. Site safety considerations
 - 4.2. Personal protective equipment
5. Initial Response Actions
 - 5.1. Information gathering
 - 5.2. Building a response team
 - 5.3. Waste management strategy/plan
 - 5.4. Communication
6. General Principles for Dealing With Different Types of Oils
 - 6.1. Heavy oils
 - 6.2. Light oils
 - 6.3. Diluted bitumen
 - 6.4. Biofuels
7. Waste Collection
 - 7.1. At sea
 - 7.2. At the shoreline
8. Waste Categorization/Segregation
 - 8.1. Oily liquids
 - 8.2. Oily solids (e.g., sand, rocks, debris, animal carcasses, etc.)
 - 8.3. Principles of waste minimization
9. Estimation of Waste Quantity
 - 9.1. Estimation of the waste quantity
 - 9.2. Mass balance of the oily waste
 - 9.3. Range of waste quantity data from historical spills

10. Waste Storage
 - 10.1. Temporary storage
 - 10.2. Intermediate storage
 - 10.3. Long-term storage

11. Waste Transportation
 - 11.1. Vessels
 - 11.2. Vehicles
 - 11.3. Helicopters
 - 11.4. Manual transfer
 - 11.5. Tracking of the waste

12. Solid Waste Treatment
 - 12.1. Pretreatment
 - 12.2. Physicochemical
 - 12.3. Thermal (e.g., incineration, in-situ burning)
 - 12.4. Biological
 - 12.5. Selection of the treatment method

13. Solid Waste Disposal
 - 13.1. Recycling as raw material
 - 13.2. Return to the site
 - 13.3. Road fill
 - 13.4. Landfill/storage

14. Liquid Waste Treatment
 - 14.1. Recovery and treatment of oil
 - 14.2. Treatment of oily water
 - 14.3. Decanting of treated water

15. Effects of Spill Treating Agents on Oil Spill Waste Management
 - 15.1. Dispersants
 - 15.2. Emulsion treating agents(breaker/inhibitors)
 - 15.3. Solidifiers
 - 15.4. Sorbents
 - 15.5. Surface collecting agents (herding agents)
 - 15.6. Surface washing agents
 - 15.7. Biodegradation agents

16. Dealing with Oily Wastes in Cold Climate
 - 16.1. Effects of low temperature on oil
 - 16.2. Specifics of operations in cold weather (e.g., in-situ burning in Arctic environments)
 - 16.3. Dealing with oiled ace and encapsulated oil
 - 16.4. Safety and health considerations (risk identification and mitigation checklists)

17. Application of Net Environmental Benefit Analysis to Decision-Making

18. Monitoring

- 18.1. Water monitoring
- 18.2. Air monitoring
- 18.3. Shoreline monitoring

19. Cost Recovery

- 19.1. The polluter pay principle
- 19.2. Cost recovery options
- 19.3. Cost recovery claiming
- 19.4. Provincial cost recovery

20. References

21. Appendixes

22. Terminology and Abbreviation

23. Acknowledgements

**ANNEX B
BASIS OF PAYMENT**

(to be completed at contract award)

ANNEX "C"

**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