



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>Email to: ec.soumissions-bids.ec@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUMISSION 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>	<p>Title – Titre Sampling and video surveys of the benthic community at the Dépôt D disposal at sea site, Magdalen Islands</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000046041</p>	
	<p>Date of Bid solicitation – Date de la demande de soumissions 2019-07-22</p>	
	<p>Bid Solicitation Closes – La demande de soumissions prend fin</p> <p>at – à 2:00 P.M. on – le 2019-08-19</p>	<p>Time Zone – Fuseau Horaire</p> <p>Eastern Daylight Time</p>
	<p>F.O.B – F.A.B Destination.</p>	
	<p>Address Enquiries to - Adresser toutes questions à Angela Quan angela.quan2@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 514-496-5979</p>	<p>Fax No. – N° de Fax 514-283-4439</p>
	<p>Delivery Required – Livraison exigée See Statement of Work herein.</p>	
	<p>Destination of Services / Destination des services See Statement of Work herein.</p>	
	<p>Security / Sécurité There is no security requirement associated with this requirement.</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>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)</p>		
<p>Signature</p>	<p>Date</p>	

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Summary
3. Debriefing

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Former Public Servants – Competitive Bid
4. Enquiries - Bid Solicitation
5. Applicable Laws
6. Basis for Canada's Ownership of Intellectual Property

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES, BID EVALUATION CRITERIA AND BASIS OF SELECTION

1. Evaluation Procedures
2. Technical Bid Evaluation Criteria, including Mandatory and Point-rated technical criteria
3. Financial Bid Evaluation
4. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Required Precedent to Contract Award
2. Additional Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Proactive Disclosure of Contracts with Former Public Servants
7. Payment
8. Invoicing Instructions
9. Certifications
10. Applicable Laws
11. Priority of Documents
12. Insurance - No Specific Requirement



List of Annexes:

Annex A	Statement of Work
Annex B	Financial Bid Evaluation and Basis of Payment
Annex C	Supplier list of names
Annex D	Former Public Servant – Competitive Bid Form

TITLE: SAMPLING AND VIDEO SURVEYS OF THE BENTHIC COMMUNITY AT THE DÉPÔT D DISPOSAL AT SEA SITE, MAGDALEN ISLANDS

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; and

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

The Annexes include the Statement of Work, the Financial Bid Evaluation and Basis of Payment, the Supplier list of names and the Former Public Servant – Competitive Bid Form.

2. Summary

2.1 Environment and Climate Change Canada (ECCC) has a requirement Sampling and video surveys of The Benthic Community at the Dépôt D Disposal at Sea Site, Magdalen Islands as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is **from date of contract award to March 31, 2020**.

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

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

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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

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

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

Delete: “sixty (60) days”

Insert: “one hundred and twenty (120) days”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment Canada”

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: “Deleted”



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

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

Insert: “Deleted”

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

Delete: In its entirety

Insert: “Deleted”

1.1 PWGSC SACC Manual Clauses

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) at the address and by the date, time and place indicated on page 1 of the bid solicitation.

3. Former Public Servant – Competitive Bid

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

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or



- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

4. Enquiries - Bid Solicitation

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

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

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 Quebec.

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

6. Basis for Canada's Ownership of Intellectual Property

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

- 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 in PDF format by email to ec.soumissions-bids.ec@canada.ca)

Section II: Financial Bid

(1 electronic copy in PDF format by email to ec.soumissions-bids.ec@canada.ca)

Section III: Certifications

(1 electronic copy in PDF format by email to ec.soumissions-bids.ec@canada.ca)

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

In order to be considered, bids must be received no later than 2:00 P.M. (Eastern Standard Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted **ONLY** to the following email address:

Email Address: ec.soumissions-bids.ec@canada.ca
Attention: Angela Quan
Solicitation Number: 5000046041

Bids sent by fax will not be accepted. Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than **15 megabytes (MB)**. It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

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 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.

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

Section II: Financial Bid

1.1 Bidders must submit their financial bid in Canadian Funds and in accordance with the "Financial Bid Evaluation and Basis of Payment in Annex B". The total amount of Applicable Taxes must be shown separately. All information relating to price must appear only in the financial bid. No price may be indicated in any other section of the bid. The bid must cover the prescribed length of the contract, including option years.

Bidders must submit their prices FOB destination; Canadian customs duties and excise Taxes included, as applicable; and Applicable Taxes excluded.

1.2 Price Breakdown

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

(a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day. The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 7, Resulting Contract of the bid solicitation required to be performed within the Dépôt D disposal at sea site, Magdalen Islands;
- (ii) travel between the successful bidder's place of business and the Dépôt D disposal at sea site, Magdalen Islands; and
- (iii) the relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

(b) 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.

1.3 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.

PART 4 - EVALUATION PROCEDURES, TECHNICAL AND FINANCIAL BID EVALUATION CRITERIA, 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 four stages:

- i. Evaluation of compliance with the Mandatory Technical Evaluation Criteria
- ii. Evaluation of the Point-Rated Technical Evaluation Criteria
- iii. Evaluation of the Financial Bid
- iv. Basis of Selection of the winning bidder

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.

2. Technical Bid Evaluation Criteria

Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work.

For work experience, Canada will not consider experience gained as part of an educational program, except for experience gained through a formal cooperative program at a post-secondary institution. For any requirements that specify a particular time period (e.g., 2 years) of work experience, Canada will disregard any information about experience if the technical bid does not include the relevant dates (month and year) for the experience claimed (i.e., the start date and end date). Canada will evaluate only the duration that the resource actually worked on a project or

projects (from his or her start date to end date), instead of the overall start and end date of a project or a combination of projects in which a resource has participated.

For work experience to be considered by Canada, the technical bid must not simply indicate the title of the individual's position, but must demonstrate that the resource has the required work experience by explaining the responsibilities and work performed by the individual while in that position. In situations in which a proposed resource worked at the same time on more than one project, the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience.

It's the bidder's responsibility to ensure that a sufficient level of information is included in the proposal to allow the evaluation team to make an accurate assessment of the bid.

2.1 Mandatory Technical Evaluation Criteria

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-compliant.

#	Evaluation Criteria	Compliant (Yes / No)	Comments
M1	The Bidder must submit a work plan that clearly outlines their approach and methodology to address the need and the expected level of success.		
M2	The Bidder must demonstrate in their proposal that they have completed two (2) similar projects (scope and size) within the last five (5) years. To be considered, projects must: <ul style="list-style-type: none"> - have been carried out in the marine environment; - include taxonomic identification at the genus or species level. 		

A negative response to any of the mandatory requirements will result in the disqualification of the bid without any other consideration.

2.2 Point-Rated Technical Evaluation criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

For the bid to be valid, the bidder must obtain a minimum pass mark of 70 points score within the technical evaluation based on the following grid. Bids that obtain less than 70 points will be considered non-responsive.



#	Point-Rated Criterion	Maximum Points	Points awarded	Reference (Page of bid confirming that the criteria has been met)
R1	Experience of the Bidder and his team			
R1.1	<p><u>Experience in sediment sampling</u> Bidder's team must demonstrate years of experience on marine sediment sampling projects, with résumés provided. This criteria will be evaluated according to the following rating:</p> <ul style="list-style-type: none"> - More than 10 years = 15 points - 5 - 10 years = 10 points - Less than 5 years = 5 points - Not shown = 0 point 	15 points		
R1.2	<p><u>Experience in benthos sampling and identification</u> Bidder's team must demonstrate that they have years of experience on projects regarding benthic sampling and genus or species level identification, with résumés provided. This criteria will be evaluated according to the following rating:</p> <ul style="list-style-type: none"> - More than 10 years = 25 points - 5 - 10 years = 20 points - 2 - 5 years = 15 points - Less than 2 years = 10 points - Not shown = 0 point 	25 points		
R1.3	<p><u>Experience in marine fauna identification</u> Bidder's team must demonstrate that they have years of experience on marine fauna identification projects, with résumés provided. This criteria will be evaluated according to the following rating:</p> <ul style="list-style-type: none"> - More than 10 years = 20 points - 5 - 10 years = 15 points - 2 - 5 years = 10 points - Less than 2 years = 5 points - Not shown = 0 point 	20 points		



R1.4	<p><u>Experience in developing projects using underwater cameras to conduct underwater video surveys</u></p> <p>The Bidder must demonstrate that he has the experience in project planning and implementation using underwater cameras, with résumés provided. This criteria will be evaluated according to the following rating:</p> <ul style="list-style-type: none"> - More than 8 years = 20 points - 5 - 8 years = 15 points - 2 - 5 years = 10 points - Less than 2 years = 5 points - Not shown = 0 point 	20 points		
R2	Work plan and methodology			
R2.1	<p>The proposed technical approach must comply with the requirements of the Statement of Work included in the bid solicitation. The Bidder must provide sufficient details to demonstrate their understanding of what it is expected and their skills to meet what it is expected.</p> <p>This criteria will be evaluated according to the following rating:</p> <ul style="list-style-type: none"> - The approach taken is logical, well defined and detailed. Proposal clearly identifies methods, milestones, timelines and deliverables. (20 points) - The approach is logical and defined. Proposal identifies methods, milestones, timelines and deliverables. (10 points) - Proposal does not identify methods, milestones, timelines and deliverables. (0 point) 	20 points		
Total Score		<p>Maximum points available: 100 points</p> <p>Passing mark : 70 points</p>		

3. Financial Bid Evaluation

Once the technical evaluation scores are established for all bids, the Financial Bid will be opened and evaluated by the Contracting Authority. The technical scores will not be changed once the financial bids are opened.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

The Total Bid Price for Evaluation will be established as per Annex B – Financial Bid Evaluation and Basis of Payment Sheet. Bidders must complete all cells within Annex B in order for their bid to be deemed responsive.

Note: a cell cannot remain blank. If an amount of \$0.00 or NIL is provided in the Bid for a portion of the Work, the Bidder must understand that all related work must be performed for the dollar value indicated in the Bid (i.e. \$0).

Failure to complete Annex B – Financial Bid Evaluation and Basis of Payment Sheet, as per the instructions above, will render the bid non-responsive.

4. Basis of Selection

Highest combination of technical merit (70%) and Price (30%)

The selection will be based on the highest responsive combined rating of technical merit and Price. The ratio will be 70% for the technical merit and 30% for the price.

- (a) To be declared responsive, a bid must:
 - (i) comply with all the requirements of the bid solicitation;
 - (ii) meet all mandatory technical evaluation criteria; and
 - (iii) obtain the required minimum of 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points;
- (b) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
- (c) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- (d) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained will be divided by maximum number of points available multiplied by the ratio of 70%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) 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.



The sum of the technical and financial scores is used to determine the final score. The contract will be awarded to the firm obtaining the highest overall score. Where several bids are equal, the one with the highest technical rating will be selected.

$$\text{Technical Score} = \frac{\text{Bidder's Points}}{100} \times 70\% = \text{XXX}$$

$$\text{Financial Score} = \frac{\text{Lowest Bid}}{\text{Bidder's Cost}} \times 30\% = \text{XXX}$$

$$\text{Total Score} = \text{Technical Score} + \text{Financial Score}$$

Example of calculation

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		182/260	200/260	225/260
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	182/260 x 70 = 49	200/260 x 70 = 53.85	225/260 x 70 = 60.58
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27	45/45 x 30 = 30
Combined Rating		73.55	80.85	90.58
Overall Rating		3rd	2nd	1st

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.

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual,

of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

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

PART 6 - RESULTING CONTRACT CLAUSES

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

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 There is no security requirement applicable to this Contract.



4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2020 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Angela Quan
Procurement Specialist
Environment and Climate Change Canada
105 McGill, 5th Floor, Montreal QC H2Y 2E7
Telephone: 514-496-5979
Facsimile: 514-283-4439
Email address: angela.quan2@canada.ca

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

5.2 Technical Authority

The Technical Authority for the Contract is:

(It will be inserted at contract award.)

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

The Contractor's Representative for the Contract is:

(It will be inserted 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

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

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

7.2 PWGSC SACC Manual Clauses

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

7.3 Time Verification

C0705C (2010-01-11) Time Verification

8. Invoicing Instructions

8.1 Milestone Payments

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

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

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

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B General Conditions - Professional Services (Medium Complexity) (2018-06-21) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Financial Bid Evaluation and Basis of Payment;
- (e) Annex C, Supplier list of names
- (f) Annex D, Former Public Servant – Competitive Bid Form
- (g) the Contractor's bid dated _____, as clarified on _____ or as amended on _____. (*Will be inserted at contract award.*)

12. Insurance - No Specific Requirement

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

ANNEX A STATEMENT OF WORK

1.0 TITLE: Sampling and video surveys of the benthic community at the Dépôt D disposal at sea site, Magdalen Islands

2.0 PURPOSE

2.1 OBJECTIVE

To determine the composition of the benthic community present at “Dépôt D” disposal at sea site, in order to compare it to the 2001 results and to evaluate its state of succession and functional traits.

2.2 BACKGROUND

The following work is requested by the Environmental Protection Activities Division of Environment and Climate Change Canada (ECCC), Quebec Region, which is mandated, among other things, to enforce the provisions of the Canadian Environmental Protection Act (1999) for the discharge of substances into the sea through the Disposal at Sea Program.

The purpose of monitoring under the Disposal at Sea Program is to ensure that dredge material disposal activities do not result in adverse effects to the environment or human health. This monitoring focuses specifically on disposal sites that have received dredged material resulting from the maintenance of harbors and navigation channels. Monitoring activities are important because they make it possible to decide on the suitability of the process for assessing applications for disposal at sea permits, as well as on the adequacy of the criteria that underlie the issuance of these permits.

Among the disposal sites governed by the Disposal at Sea Program, the disposal at sea site “Dépôt D” is one of the largest sites in the Quebec region, due to the volume of disposed sediments. A total of nearly 1 670 000 m³ of dredged material has been disposed of since the opening of the site in 1980, until its last use in 2002. The disposal at sea site “Dépôt D” is located 4 km southeast of the Grande-Entrée channel, and is bounded by the following coordinates: 47°31.55' N and 61°36.03' W; 47°31.04' N and 61°35.82' W; 47°31.37' N and 61°35.55' W; 47°31.20' N and 61°36.32' W (NAD 83).

ECCC conducted some monitoring studies at this disposal site between 1997 and 2006. The 2001 study (St-Laurent et al, 2004) focused on impacts on the benthic community and its recovery. The conclusions were that the benthic community at “Dépôt D” is different from the reference areas, that this community is nevertheless diversified and balanced and that the time required to find stable synthetic variables is between 4 and 10 years.

3.0 REFERENCE DOCUMENT

St-Laurent, D., B. Jacquaz, D. Borcard et R. Chabot. 2004. Suivi spatiotemporel de la communauté benthique au dépôt D des déblais de dragage du chenal de la Grande Entrée, Îles-de-la-Madeleine, Québec. Report prepared in collaboration by Environment Canada and Laboratoires SAB inc. for Environmental Protection Branch, Quebec Region, Environment Canada, Montreal, QC. 34 pages and annexes.

4.0 Requirements

4.1 Tasks

The contractor must carry out a sediment and benthic community sampling campaign as well as video surveys of the benthic community present at the Dépôt D disposal at sea site in the Magdalen Islands. The contractor must write a report on the obtained results.

4.1.1 SEDIMENT SAMPLING

The work will consist of sediment sampling at ECCC pre-determined stations at the Dépôt D disposal at sea site and at two reference sites. As far as possible, sampling will be done in good wave conditions. For each sample taken, the following parameters will be observed or measured: water depth, date, sampling time, weather conditions, wind speed and direction, sea conditions, visibility in the water, as well as the temperature of the water. The contractor must collect a total of 18 samples of 30 cm deep along 6 transects previously determined by ECCC. The contractor will prepare each sample for physico-chemical analyzes, which will be conducted by ECCC laboratories. The contractor must use the existing methodology guides for sample preparation. The contractor must send these same samples as soon as possible by plane to the ECCC laboratories (in Montreal).

4.1.2 BENTHIC COMMUNITY SAMPLING

The work will consist of sampling the benthic community at pre-determined ECCC stations at the Dépôt D disposal at sea site and at two reference sites. As far as possible, the contractor will sample in good wave conditions. For each sample taken, the contractor will observe or measure the following parameters: water depth, date, sampling time, weather conditions, wind speed and direction, sea conditions, waves, visibility in water and the temperature of the water. The contractor must collect 18 samples of 30 cm deep, with a volume of at least 3 liters of sediment, along 6 transects previously determined by ECCC. The contractor must sieve each sample (0.5 mm sieve) for counting species. The contractor must identify each individual at the genus and species levels.

The identification of harvested individuals will establish the type of community, its stage of succession and its functional traits. The contractor must compare the results obtained with those of 2001. The statistical methods requested will be the same as in 2001.

4.1.3 VIDEO SURVEYS OF THE BENTHIC COMMUNITY

The work includes recording videos to describe the seabed and macro-benthic fauna. As far as possible, the contractor will do the diving work in good wave conditions and visibility. All work and observations of the diver will be filmed and communications between the diver and the crew of the boat will be recorded on the soundtrack of the video. For each dive, the contractor will observe or measure the following parameters: the water depth, the date, the start and end time of the dive, the weather conditions, the wind speed and direction, the sea conditions, waves, visibility in the water and the temperature of the water. Video recordings will be made between stations previously located by ECCC in the area of the disposal at sea site and in the reference areas. Four transects will be conducted within the disposal at sea site and two at the reference sites. Video recordings must be made by a diver on transects of 50 m in length. The distance between the diver and the bottom should be about one meter and the filmed field

should be about 1.5 meters wide, with a camera angle of 45°. The contractor will view the video footage and produce a summary report.

In addition, during dives, along each transect, a count of all moving organisms, encountered on the surface of the seabed or supernatant transect, must be made. The diver must identify the species and note the number of organisms observed in a chart prepared on a waterproof pad.

4.2 MANDATORY CONTRACTOR QUALIFICATION REQUIREMENTS

The contractor will have the opportunity to hire qualified personnel to perform the work, including up-to-date certified divers and biologists specializing in benthic taxonomy. It must be included in the request for tender.

4.3 DELIVERABLES

The deliverables of this contract are: video sequences on USB key or DVD-ROM; the draft report in one file in Microsoft Word 2016 electronic format; the final report in a single file in Microsoft Word 2016 electronic format and in pdf format; all computer files containing all raw and processed data used in writing and producing the report (e.g., files containing text, statistics, figures, maps, charts, graphs, tables, annexes, etc.).

The draft report must cover all aspects of the work and must include at least the following elements: a title page, a table of contents, a summary, an introduction, a methodology, a presentation of the results, a technical discussion with the conclusions, the charts, tables, and figures in support.

The final report must contain a summary in both Canada's official languages. The contractor must send an electronic copy of the cover letter accompanying the final report to the Contracting Authority mentioned below.

4.4 DEPARTMENTAL SUPPORT

One to two people from ECCC will be on site during sediment and benthic community sampling.

If required, a grab (i.e. Peterson or VanVeen) or a sieve for sampling may be provided by ECCC.

4.5 OFFICIAL LANGUAGE

Fieldwork can be done in French or English. Reports to be submitted must be in French. The final report must have a summary in both French and English.

4.6 DELIVERIBLES AND DEADLINE

The contract completion period will be from September 1, 2019 to February 28, 2020.

The deadlines to be met are as follows:

Deliveribles or activity	Deadline
1- Sediment Sampling	Before October 15, 2019
2- Benthic community Sampling	Before October 15, 2019
3- Video Surveys of the benthic community	Before October 15, 2019
4- Draft Report	January 31, 2020
5- Final Report	February 28, 2020



**ANNEX B
FINANCIAL BID EVALUATION AND BASIS OF PAYMENT**

The Bidder must complete the financial evaluation criteria table provided below for the period of the contract.

The price of the bid will be evaluated in Canadian dollars, before Goods and Services Tax or Harmonized Sales Tax, FOB destination, Canadian customs duties and excise taxes included.

Deliveribles or activity	Deadline	Total Cost
1- Sediment Sampling	Before October 15, 2019	\$ _____
2- Benthic community Sampling	Before October 15, 2019	\$ _____
3- Video Surveys of the benthic community	Before October 15, 2019	\$ _____
4- Draft Report	January 31, 2020	\$ _____
5- Final Report	February 28, 2020	\$ _____
Total Cost (GST/HST excluded)		\$ _____

Payments will be made as follows:

70% of the total cost of the contract when video surveys are done.

30% of the total cost of the contract when submitting final report.



**ANNEX C
SUPPLIER LIST OF NAMES**

Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#). / Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#).

In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.¹ / Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.¹

*** Mandatory Information / Informations obligatoires**

* Complete Legal Name of Company / Dénomination complète de l'entreprise	
* Operating Name / Nom commercial	
* Company's address / Adresse de l'entreprise	* Type of Ownership / Type d'entreprise
	<input type="checkbox"/> Individual / Individuel <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Joint-Venture / Coentreprise
* Board of Directors²/ Membres du conseil d'administration² (Or provide the list as an attachment / Ou mettre la liste en pièce-jointe)	
First name / Prénom Last Name / Nom	Position (if applicable) / Position (si applicable)



¹ **List of names:** All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

² Board of Governors /Conseil des gouverneurs; Board of Managers /Conseil de direction; Board of Regents /Conseil de régents; Board of Trustees / Conseil de fiducie; Board of Visitors /Comité de réception

Liste des noms: Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.



ANNEX D FORMER PUBLIC SERVANT – COMPETITIVE BID FORM

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.

Name and Signature

Date