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	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000050895</p>		
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2020-05-20</p>		
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 3:00 P.M. on – le 2020-06-29</p>	<p>Time Zone – Fuseau horaire</p> <p>Eastern Daylight Time</p>	
	<p>F.O.B – F.A.B</p>		
	<p>Address Enquiries to - Adresser toutes questions à Heidi Noble heidi.noble@canada.ca</p>		
	<p>Telephone No. – N° de téléphone 905-319-6982</p>		<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) 2021-03-31</p>		
	<p>Destination - of Services / Destination des services British Columbia Canada</p>		
	<p>Security / Sécurité There is a 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>	

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TITLE - Marine Benthic Community Sampling and Analysis

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 the Mandatory Technical Criteria And Point Rated Technical Criteria.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Checklist, and the Insurance Requirements.

2. Summary

- 2.1 Environment and Climate Change Canada (ECCC) Disposal at Sea Program (DAS) has a requirement for marine benthic community sampling and analysis as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the Contract is from date of Contract to March 31, 2021 inclusive and four (4) one (1)-year option periods. ECCC requires a contractor to provide field and analytical support to meet its obligation.
- 2.2 There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, and Other Requirements and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada website (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>).
- 2.3 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.4 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.5 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: "Deleted"

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: "Deleted"

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

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

Insert: "Deleted"

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

Delete: In its entirety

Insert: "Deleted"

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

Delete: "sixty (60) days"

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

The 2004 (2019-03-04) Standard Instructions - Goods or Services – Non-Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 Canada (EC) 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 seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

6. Basis for Canada's Ownership of Intellectual Property

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

Note for electronic submission of bids:

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Daylight 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: Heidi Noble

Solicitation Number: 5000050895

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.

Bids sent by fax will not be accepted.

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 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.

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

1.6 **Other clauses**

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

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

1.1 Technical Evaluation

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

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

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

1.1.2 Point Rated Technical Criteria

A minimum score of 56 points must be obtained for the proposal to be considered responsive.

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

1.2 Financial Evaluation

1.2.1 Evaluation of Price

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

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

Proposals will be evaluated out of 40 points.

The proposal with the lowest price receives the maximum 40 points, and all higher priced proposals will be pro-rated relative to the lowest price.

2. Basis of Selection

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

- 1. To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory financial criteria;
 - and
 - (c) obtain the required minimum score of 56 points for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
 3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40 % for the price.
 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%
 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$55,000.00 (55).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	90/100	70/100	80/100
Bid Evaluated Price	\$65,000.00	\$55,000.00	\$60,000.00
<u>Calculations</u>			
Technical Merit Score	$90/100 \times 60 = 54$	$70/100 \times 60 = 42$	$80/100 \times 60 = 48$
Pricing Score	$55/65 \times 40 = 34$	$55/55 \times 40 = 40$	$55/60 \times 40 = 37$
Combined Rating	88	82	85
Overall Rating	1 st	3 rd	2 nd

ATTACHMENT 1 TO PART 4

MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL 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 bid evaluation criteria where the experience of proposed resources is provided, Bidders are advised that the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience. For example: Project 1 time frame is July 1, 2001 to December 31, 2001; Project 2 times frame is October 1, 2001 to March 31, 2002; the total months of experience for these two projects references is nine (9) months.

For the purpose of personnel qualifications, experience gained during formal education will not be considered work experience. All requirements for work experience will be obtained in a legitimate work environment as opposed to an educational setting.

For the purpose of evaluation, one (1) year is defined as twelve (12) cumulative months. To qualify as a reference project, the proposed resource has to have worked full-time on the project for a minimum of six (6) months.

For each project that is cited as experience, the following information must be identified on the proposed resource's resume:

- a) The name of the client organization (to whom the services were provided);
- b) The name, title, telephone number and e-mail address of the Project Authority;
- c) A brief description of the type and scope of services that meets the identified criteria provided by the resource;
- d) The dates and duration of the project (indicating the years and months of engagement and the start and end dates of the work).

Mandatory Technical Criteria:

#	Mandatory Criteria	Meets Criteria	Proposal Page # (to be filled out by Bidder)
M1	The Bidder must submit a detailed resume of at least one proposed analyst demonstrating a minimum of 10 years' experience in performing marine benthic invertebrate taxonomy, species specific biomass estimates and counting services specific to the marine coastal region of the Pacific Ocean.		
M2	The Bidder must submit a detailed resume of at least one proposed analyst demonstrating a minimum of 10 years' experience in identifying marine benthic invertebrates to species level in the taxonomy of Phylum Mollusca, Arthropoda, Annelida, and Echinodermata, specific to the marine coastal region of the Pacific Ocean.		
M3	The Bidder must submit a detailed resume of at least one proposed analyst with a minimum of 2 years of recent experience (since 2015) in field sampling and laboratory analysis using Salish Sea Ambient Monitoring Exchange Standard Marine Benthos Field and Laboratory Protocols.		
M4	The Bidder must submit a list of 3 recent (within last 10 years) peer-reviewed publications authored by any of the proposed analyst(s), which include taxonomic data contributed by the proposed analysts(s) and collected and processed using the Salish Sea Ambient Monitoring Exchange Standard Marine Benthos Field and Laboratory Protocols.		
M5	The Bidder must demonstrate analysis and interpretation of Strait of Georgia benthos data by submitting a list of 3 peer-reviewed publications authored by any of the proposed analyst(s) within the last 15 years.		
M6	The Bidder must provide a list of equipment containing the externally-verified organism reference collections for marine benthic invertebrates for a minimum of 2000 specimens within the Strait of Georgia.		
M7	The Bidder must provide a list of equipment containing Strait of Georgia		

	species abundance from at least 200 locations with depth range of 30 to 300 m, from at least one disposal at sea site and was collected in the past 15 years.		
M8	The Bidder must provide a copy of its quality assurance/quality control procedures demonstrating a minimum retrieval rate of 95% organisms from a sediment sample.		

Point Rated Technical Criteria:

#	Point-Rated Criteria	Maximum Points	Points Allocated	Proposal Page # (to be filled out by Bidder)
R1	<p>Experience of Bidder's proposed analyst(s) who will perform Pacific marine invertebrate taxonomy, biomass estimates and counting services, analyzing a minimum of 1000 benthic samples.</p> <p>If multiple proposed analysts were identified, the evaluation for R1 is applicable to the proposed analyst with the highest number of years of experience.</p> <ul style="list-style-type: none"> • 11 to 20 years of experience = 5 points • 21 to 30 years of experience = 10 points • Over 31 years of experience = 15 points 			
R2	<p>The Bidder should provide a list of peer-reviewed publications which include taxonomic data contributed by any of the identified proposed analysts.</p> <ul style="list-style-type: none"> • 4 to 10 publications = 5 points • Over 10 publications = 10 points 			
R3	<p>The Bidder's proposed analyst experience with marine monitoring programs within coastal British Columbia by providing descriptions of previous work.</p> <p>If multiple proposed analysts were identified, the evaluation for R3 is applicable to the proposed analyst with the highest number of years of experience.</p> <ul style="list-style-type: none"> • 3 to 10 years = 5 points • 11 to 19 years = 10 points • Over 19 years = 15 points 			
R4	<p>The Bidder should provide a description of projects performing benthic taxonomic identified in the Strait of Georgia for the Government of Canada.</p> <ul style="list-style-type: none"> • Less than 5 projects = 5 points • 6 to 10 projects = 10 points • Over 10 projects = 20 points 			
R5	<p>Experience of the Bidder's proposed field staff who will participate in the field work associated with Environment and Climate Change Canada's disposal site monitoring by leading</p>			

	<p>the benthic sample survey operations, including collection, sieving and storage handling.</p> <ul style="list-style-type: none"> • 1 to 5 years of experience = 5 points • 6 to 10 years of experience = 10 points • Over 10 years of experience = 20 points 			
	<p>Minimum Pass Mark</p> <p>Total Score</p>	<p>56 points</p> <p>80 points</p>		

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Education and Experience

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

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. Security Requirement

- (a) Before award of a contract, the following conditions must be met:
 - (i) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (ii) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
 - (iii) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- (b) Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
- (c) For additional information on security requirements, bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Security Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in the contract.

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

PART 7 - RESULTING CONTRACT *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation. *(at contract award, delete this sentence and add the title of the requirement)*

Title: *(insert only at contract award)*

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."

A. For professional services requirements where the deliverables are copyrightable works:

Canada to own Intellectual Property rights in Copyright

At Section 19 Copyright

Delete: In its entirety

Insert:

1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of

the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

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

At Section 06 Subcontracts

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

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

At Section 19 Copyright

Delete: In its entirety

Insert: "Deleted"

2.2 Specific Person(s)

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

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract.

- 3.1.1 The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer/Supply Arrangement, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 3.1.2 The Contractor/Offeror personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
- 3.1.3 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

- 3.1.4** The Contractor/Offeror must comply with the provisions of the:
- a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - b) *Industrial Security Manual* (Latest Edition).

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2021 inclusive

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1)- year periods under the same conditions. 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.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and 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: _____
Title: _____
Environment Canada
Procurement and Contracting Division
Address: _____

Telephone: ____-____-_____
Facsimile: ____-____-_____
Email address: _____

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

5.2 Technical Authority

The Technical Authority for the Contract is:

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

Telephone: ____-____-_____
Facsimile: ____-____-_____
Email 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:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - _____

Facsimile: ____ - ____ - _____

Email 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 \$ _____ (*insert the amount at contract award*). Customs duties are _____ (*insert "included", "excluded" OR "subject to exemption"*) 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 Limitation of Expenditure

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

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

whichever comes first.

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

8. Invoicing Instructions

8.1 Monthly Payment

- 8.1.1 Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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

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 British Columbia.

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, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Insurance Requirements; and

- (g) the Contractor's bid dated _____, *(insert date of bid - if the bid was clarified or amended, insert at the time of contract award, as clarified on _____ or as amended on _____ and insert date(s) of clarification(s) or amendment(s)).*

12. Insurance – Specific Requirements

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

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

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

13. Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

ANNEX A STATEMENT OF WORK

1.0 TITLE:

Marine Benthic Community Sampling and Analysis

2.0 INTRODUCTION:

Disposal at sea is the disposal of a substance at sea from a ship, an aircraft, a platform or another structure. Disposal at sea is permitted by Canadian law under Part 7, Division 3 of the Canadian Environmental Protection Act, 1999 (CEPA 1999). These permits allow Canada to meet international obligations to prevent marine pollution by regulating the disposal of wastes and other matter in accordance with the London Convention and subsequent London Protocol. Acceptable substances are listed in Schedule 5 of CEPA 1999. In British Columbia, the permitted substances consist primarily of dredged material from river or marine sources or inert, inorganic geological material from land based excavation.

Environment and Climate Change Canada's (ECCC) Disposal at Sea (DAS) Program regularly conducts disposal site monitoring to help ensure permit conditions are met and that assumptions made during the application review were appropriate to protect human health and the environment. Monitoring studies include sediment sampling for physical and chemical parameters, benthic community surveys, multi-beam and backscatter acoustic surveys, and seafloor video surveys.

ECCC's DAS Program conducts benthic community surveys to evaluate the ecological significance of the benthic community effects observed at the disposal site in comparison with broader reference areas and ambient conditions using benthic community structure data.

3.0 OBJECTIVE:

ECCC's DAS Program requires a contractor to provide marine benthic community sampling and analysis services.

4.0 WORK:

ECCC's DAS Program will lead the monitoring survey and participate in the collection of benthic samples using ECCC's Smith-MacIntyre (0.1 m²) grab sampler, including sieving the benthic samples for taxonomic analysis. Equipment used to support benthic sample collection, sieving and storing, as well as taxonomic services, statistical analyses and reporting of the benthic community survey will be provided by the Contractor.

The benthic sample collection will be carried out aboard the *Canadian Coast Guard Ship (CCGS) Vector* with mobilization and demobilization at *The Institute of Ocean Sciences* located in Sidney, British Columbia, Canada or mutually agreed alternate location. Monitoring surveys are up to seven (7) days in duration including mobilization and demobilization. The stations are between 150 and 500 metres below the surface. While at sea, work periods are typically twelve (12) hours (consecutive) in duration.

The time on-board the ship will be a maximum of three (3) days in each applicable identified period. The identified periods are: Initial Contract Period, Option Period 1, Option Period 2, Option Period 3, and Option Period 4 as defined in Annex B, Basis of Payment.

Note: The field survey dates have not yet been scheduled. Monitoring survey periods are in the summer and fall, with marine benthic community sample collection expected to take place between June and July. Dates are not negotiable however, Environment and Climate Change Canada intends to provide notice up to three-months in advance.

At a minimum, the Contractor must supply the items / services listed below.

1. Prior to the monitoring survey:
 - a. A draft benthic survey plan at least eight (8) weeks prior to mobilization;

- b. A final survey plan at least six (6) weeks prior to mobilization that addresses and/or incorporates ECCC's comments;
 2. During the monitoring survey:
 - a. One qualified field personnel on a twelve (12) hour basis aboard the CCGS Vector for no more than three (3) days to set up benthos sieving stations on the ship and to provide training to ECCC field staff regarding collecting, sieving and handling benthic sample, including labelling and storing of benthic samples;
 - b. Sufficient sample collection totes to store marine benthic samples following collection with a Smith-MacIntyre (0.1 m²) sampler for a 12-hour shift;
 - c. Sufficient 1-mm mesh / screening equipment for use on the CCG Vector, including seawater pump with an intake and outflow hose, to sieve the marine benthic samples for a seven (7)-day duration;
 - d. Sufficient sample jars, preservation and labels for storing sieved marine invertebrate organisms, including picking tools, for a seven (7)-day duration;
 3. Following the monitoring survey:
 - a. A field survey report identifying field personnel and summarizing field conditions, equipment specifications, as well as any relevant field notes pertaining to the marine benthic sample collection within one (1) month of the completion of the monitoring survey.
 - b. Qualified taxonomists to sort, identify and enumerate organisms from the marine benthic samples by size/age categories (juvenile, intermediate and adult) into major taxonomic groups, including genus-species (lowest practicable level) identification and biomass estimate determinations;
 - c. An excel spreadsheet of taxonomic identification and enumeration, including biomass estimate determinations;
 - d. A draft technical report summarizing study objectives, methods (field processing, laboratory processing, taxonomic analysis, statistics analyses), results, interpretation and conclusion within five (5) months of the completion of the monitoring survey.
 - e. A final technical report by no later than February 15, 2021.

ECCC and/or the CCGS Vector will provide:

1. A detailed description of the disposal sites;
2. Shared accommodation (one cabin with two bunks) for the Contractor's personnel;
3. All meals while Contractor's field personnel are aboard the CCGS Vector;
4. Comments on the draft survey plan within one (1) week of receipt; and
5. Comments on the draft report within two (2) weeks of receipt.

At least one (1) meeting will be required prior to the survey date to address logistics (may be conducted via teleconference or video conference). At least one (1) meeting following the survey will be required to address data and reporting requirements related to the deliverables (may be conducted via teleconference or video conference).

5.0 HEALTH & SAFETY:

The Contractor must provide a copy of a current first aid certification for each field resource to the Technical Authority within seven (7) days prior to the Work being performed on-board CCGS Vector.

The Contractor must provide a description of all safeguards and procedural practices to the Technical Authority at least one month prior to the Work being performed on-board CCGS Vector.

The Contractor must comply with all applicable federal/provincial legislative requirements and industry standards.

The Contractor must follow all applicable health and safety policies and procedures as may be prescribed by ECCC.

ECCC or the Captain of the CCGS Vector will have the right to stop work, if in the opinion of the Technical Authority, the work is not being or cannot be performed safely by the Contractor and/or the work is being performed in a manner that is contrary to the requirements of the applicable health and safety legislation.

The Contractor must provide proof of valid third party insurance policy prior to boarding the CCGS Vector.

6.0 DELIVERABLES:

1. A draft benthic survey plan at least eight (8) weeks prior to mobilization;
2. A final survey plan at least six (6) weeks prior to mobilization that addresses and/or incorporates ECCC's comments;
3. A field survey report identifying field personnel and summarizing field conditions, equipment specifications, as well as any relevant field notes pertaining to the marine benthic sample collection within one (1) month of the completion of the monitoring survey.
4. An excel spreadsheet summarizing organisms by size/age categories (juvenile, intermediate and adult) into major taxonomic groups, including genus-species (lowest practicable level) identification and biomass estimate determinations;
5. A draft technical report summarizing study objectives, methods (field processing, laboratory processing, taxonomic analysis, statistics analyses), results, interpretation and conclusion within five (5) months of the completion of the monitoring survey.
6. A final technical report by no later than February 15, 2021.

7.0 ACCEPTANCE CRITERIA:

All deliverables are subject to the approval and acceptance of ECCC's Technical Authority.

8.0 SCHEDULE:

- **August 2020** ECCC to provide scheduled dates of monitoring survey
- **August 2020 (date to be arranged with the ECCC's Technical Authority)** – A meeting with ECCC's Technical Authority prior to the survey.
- **October 2020 (dates for use of screening equipment to sieve marine benthic samples)** – Monitoring survey will take place aboard the CCGS Vector. Mobilizing and demobilizing takes place at The Institute of Ocean Sciences in Sidney, British Columbia, Canada or mutually agreed alternate location.
- **November 2020 (date to be arranged with the ECCC's Technical Authority)** – A meeting with ECCC's Technical Authority after the survey to discuss deliverables and submission of the final field survey report.
- **February 15, 2021** – Submission of final technical report, including delivery of final excel spreadsheet of the taxonomic identification and enumeration, including biomass estimate determinations.
- **February 28, 2021** – Submission of the final invoice to the Technical Authority.

9.0 CROWN INPUT:

The Technical Authority will provide the Contractor with all relevant ECCC data that could affect the determination of marine benthic sample station locations and collection sites. This information will be provided to the Contractor at least ten (10) days prior to departure.

ECCC will supply support vessel for the specified period.

ECCC will provide all meals while aboard the CCGS Vector for the specified period.

ECCC will provide accommodation aboard the CCGS Vector to the Contractor's personnel that has valid Government of Canada Reliability Status security clearance in accordance with the Security Requirement section of this Contract.

The Contractor must have the ability to provide the following equipment:

1. up to three (3) 1000 µm screening equipment for sieving samples for up to seven (7) days at sea;
2. sufficient hoses and seawater pump for sieving samples for up to seven (7) days at sea; and
3. sufficient jars, formalin and labelling supplies for preserving samples for up to seven (7) days at sea.

**ANNEX B
BASIS OF PAYMENT**

The Contractor will be paid as follows:

The Total Bid Price for Evaluation will be established as per Annex B, Basis of Payment. A bidder must complete all cells within Annex B, Basis of Payment in order for its bid to be 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).

The Bidder's prices must be submitted based on the firm per diem rate described below. The rate must be stated period identified below and not include GST/HST. Travel, and overhead and profit are to be included in the firm per diem rate.

With regards to the "Estimated Quantity" listed in the tables below, the estimated quantity is for evaluation purposes only during the solicitation process and is an estimate provided in good faith.

Initial Contract Period – Contract award – March 31, 2021				
Task	Description	Estimated Quantity (A)	Firm Per Diem (B)	Extended Total (C) = A x B
1	Supplies and Equipment *1	7 days	\$	\$
2	Field Work *2	3 days	\$	\$
3	Benthic Macrofauna Taxonomic Analysis *3	50 samples	\$	\$
4	Benthic Meiofauna Taxonomic Analysis *4	50 samples	\$	\$
5	Statistical Analysis and Reporting Work *5	90 days	\$	\$
<p>*1 <u>Note:</u> Firm per diem for the supplies and equipment includes transportation, mobilization and de-mobilization of up to three sets of 1-mm screening equipment and supplies (i.e., picking tools, jars, preservation, labels, collection totes, hoses) associated with marine benthic macrofauna and meiofauna collection and analysis.</p> <p>*2 <u>Note:</u> Firm per diem for the field work includes transportation, mobilization and demobilization of one qualified personnel based on a 12-hour shift, insurance and associated expenses.</p> <p>*3 <u>Note:</u> Firm per diem for the benthic macrofauna analysis includes genus-species (lowest practicable level) identification, 10% QA/QC where applicable and specimen storage. A Smith-MacIntyre (0.1 m²) sampler and 1-mm collection screen will be used to collect the sample.</p> <p>*4 <u>Note:</u> Firm per diem for the benthic meiofauna analysis includes genus-species (lowest practicable level) identification, 10% QA/QC where applicable, and specimen storage. A Smith-MacIntyre (0.1 m²) sampler and 1-mm collection screen will be used to collect the sample.</p> <p>*5 <u>Note:</u> Firm per diem for the statistical analysis and technical report of the benthic community survey.</p>				
Subtotal for Initial Contract Period, applicable taxes extra				\$ _____

Option Period 1 – April 1, 2021 – March 31, 2022				
Task	Description	Estimated Quantity (A)	Firm Per Diem (B)	Extended Total (C) = A x B
1	Supplies and Equipment *1	7 days	\$	\$
2	Field Work *2	3 days	\$	\$
3	Benthic Macrofauna Taxonomic Analysis *3	50 samples	\$	\$
4	Benthic Meiofauna Taxonomic Analysis *4	50 samples	\$	\$
5	Statistical Analysis and Reporting Work *5	90 days	\$	\$
<p>*1 <u>Note:</u> Firm per diem for the supplies and equipment includes transportation, mobilization and de-mobilization of up to three sets of 1-mm screening equipment and supplies (i.e., picking tools, jars, preservation, labels, collection totes, hoses) associated with marine benthic macrofauna and meiofauna collection and analysis.</p> <p>*2 <u>Note:</u> Firm per diem for the field work includes transportation, mobilization and demobilization of one qualified personnel based on a 12-hour shift, insurance and associated expenses.</p> <p>*3 <u>Note:</u> Firm per diem for the benthic macrofauna analysis includes genus-species (lowest practicable level) identification, 10% QA/QC where applicable and specimen storage. A Smith-MacIntyre (0.1 m²) sampler and 1-mm collection screen will be used to collect the sample.</p> <p>*4 <u>Note:</u> Firm per diem for the benthic meiofauna analysis includes genus-species (lowest practicable level) identification, 10% QA/QC where applicable, and specimen storage. A Smith-MacIntyre (0.1 m²) sampler and 1-mm collection screen will be used to collect the sample.</p> <p>*5 <u>Note:</u> Firm per diem for the statistical analysis and technical report of the benthic community survey.</p>				
Subtotal for Option Period 1, applicable taxes extra				\$ _____

Option Period 2 – April 1, 2022 – March 31, 2023				
Task	Description	Estimated Quantity (A)	Firm Per Diem (B)	Extended Total (C) = A x B
1	Supplies and Equipment *1	7 days	\$	\$
2	Field Work *2	3 days	\$	\$
3	Benthic Macrofauna Taxonomic Analysis *3	50 samples	\$	\$
4	Benthic Meiofauna Taxonomic Analysis *4	50 samples	\$	\$
5	Statistical Analysis and Reporting Work *5	90 days	\$	\$
<p>*1 <u>Note:</u> Firm per diem for the supplies and equipment includes transportation, mobilization and de-mobilization of up to three sets of 1-mm screening equipment and supplies (i.e., picking tools, jars, preservation, labels, collection totes, hoses) associated with marine benthic macrofauna and meiofauna collection and analysis.</p> <p>*2 <u>Note:</u> Firm per diem for the field work includes transportation, mobilization and demobilization of one qualified personnel based on a 12-hour shift, insurance and associated expenses.</p> <p>*3 <u>Note:</u> Firm per diem for the benthic macrofauna analysis includes genus-species (lowest practicable level) identification, 10% QA/QC where applicable and specimen storage. A Smith-MacIntyre (0.1 m²) sampler and 1-mm collection screen will be used to collect the sample.</p> <p>*4 <u>Note:</u> Firm per diem for the benthic meiofauna analysis includes genus-species (lowest practicable level) identification, 10% QA/QC where applicable, and specimen storage. A Smith-MacIntyre (0.1 m²) sampler and 1-mm collection screen will be used to collect the sample.</p> <p>*5 <u>Note:</u> Firm per diem for the statistical analysis and technical report of the benthic community survey.</p>				
Subtotal for Option Period 2, applicable taxes extra				\$ _____

Option Period 3 – April 1, 2023 – March 31, 2024				
Task	Description	Estimated Quantity (A)	Firm Per Diem (B)	Extended Total (C) = A x B
1	Supplies and Equipment *1	7 days	\$	\$
2	Field Work *2	3 days	\$	\$
3	Benthic Macrofauna Taxonomic Analysis *3	50 samples	\$	\$
4	Benthic Meiofauna Taxonomic Analysis *4	50 samples	\$	\$
5	Statistical Analysis and Reporting Work *5	90 days	\$	\$
<p>*1 Note: Firm per diem for the supplies and equipment includes transportation, mobilization and de-mobilization of up to three sets of 1-mm screening equipment and supplies (i.e., picking tools, jars, preservation, labels, collection totes, hoses) associated with marine benthic macrofauna and meiofauna collection and analysis.</p> <p>*2 Note: Firm per diem for the field work includes transportation, mobilization and demobilization of one qualified personnel based on a 12-hour shift, insurance and associated expenses.</p> <p>*3 Note: Firm per diem for the benthic macrofauna analysis includes genus-species (lowest practicable level) identification, 10% QA/QC where applicable and specimen storage. A Smith-MacIntyre (0.1 m²) sampler and 1-mm collection screen will be used to collect the sample.</p> <p>*4 Note: Firm per diem for the benthic meiofauna analysis includes genus-species (lowest practicable level) identification, 10% QA/QC where applicable, and specimen storage. A Smith-MacIntyre (0.1 m²) sampler and 1-mm collection screen will be used to collect the sample.</p> <p>*5 Note: Firm per diem for the statistical analysis and technical report of the benthic community survey.</p>				
Subtotal for Option Period 3, applicable taxes extra				\$ _____

Option Period 4 – April 1, 2024 – March 31, 2025				
Task	Description	Estimated Quantity (A)	Firm Per Diem (B)	Extended Total (C) = A x B
1	Supplies and Equipment *1	7 days	\$	\$
2	Field Work *2	3 days	\$	\$
3	Benthic Macrofauna Taxonomic Analysis *3	50 samples	\$	\$
4	Benthic Meiofauna Taxonomic Analysis *4	50 samples	\$	\$
5	Statistical Analysis and Reporting Work *5	90 days	\$	\$
<p>*1 <u>Note:</u> Firm per diem for the supplies and equipment includes transportation, mobilization and de-mobilization of up to three sets of 1-mm screening equipment and supplies (i.e., picking tools, jars, preservation, labels, collection totes, hoses) associated with marine benthic macrofauna and meiofauna collection and analysis.</p> <p>*2 <u>Note:</u> Firm per diem for the field work includes transportation, mobilization and demobilization of one qualified personnel based on a 12-hour shift, insurance and associated expenses.</p> <p>*3 <u>Note:</u> Firm per diem for the benthic macrofauna analysis includes genus-species (lowest practicable level) identification, 10% QA/QC where applicable and specimen storage. A Smith-MacIntyre (0.1 m²) sampler and 1-mm collection screen will be used to collect the sample.</p> <p>*4 <u>Note:</u> Firm per diem for the benthic meiofauna analysis includes genus-species (lowest practicable level) identification, 10% QA/QC where applicable, and specimen storage. A Smith-MacIntyre (0.1 m²) sampler and 1-mm collection screen will be used to collect the sample.</p> <p>*5 <u>Note:</u> Firm per diem for the statistical analysis and technical report of the benthic community survey.</p>				
Subtotal for Option Period 4, applicable taxes extra				\$ _____

Total Price Initial Contract Period and Option Periods	
Total Price for Initial Contract Period	\$ _____ applicable taxes extra
Total Price for Option Period 1	\$ _____ applicable taxes extra
Total Price for Option Period 2	\$ _____ applicable taxes extra
Total Price for Option Period 3	\$ _____ applicable taxes extra
Total Price for Option Period 4	\$ _____ applicable taxes extra
Total Price Initial Contract Period and Option Periods	\$ _____ applicable taxes extra
Applicable Taxes	\$ _____
Total Price Including Applicable Taxes	\$ _____ including applicable taxes

ANNEX C
SECURITY REQUIREMENTS CHECK LIST



SECURITY REQUIREMENTS CHECK LIST (SRCL)

LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Environment and Climate Change Canada		2. Branch or Directorate / Direction générale ou Direction Environmental Stewardship
3. a) Subcontract Number / Numéro du contrat de sous-traitance Bids to be received	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant Bids to be received	
4. Brief Description of Work / Brève description du travail ECCC's Marine Program is seeking a Contractor to provide marine benthic community sampling and analysis services to support the delivery of the disposal site monitoring program. The contract is from date of Contract to March 31, 2021 inclusive with the option to extend the term of the Contract by up to 4 additional one-year periods under the same conditions.		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input checked="" type="checkbox"/> n/a	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> n/a	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>



PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

If Yes, indicate the level of sensitivity:
 Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
 Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:
 Commentaires spéciaux :

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
 REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work? No Yes
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui

If Yes, will unscreened personnel be escorted? No Yes
 Dans l'affirmative, le personnel en question sera-t-il escorté? Non Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises? No Yes
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets? No Yes
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Non Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? No Yes
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? Non Oui

11. d) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises? No Yes
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? Non Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data? No Yes
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? No Yes
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? Non Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency? No Yes
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? Non Oui



PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		COSMIC TRÈS SECRET	A	B	C	CONFIDENTIEL		TRÈS SECRET
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Roanna Leung	Title - Titre Senior Program Scientist	Signature
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Telephone No. - N° de téléphone 604.666.2685	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel roanna.leung@canada.ca	Date 9 Jan 2020
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14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Lori Nelson	Title - Titre Regional Security Admin Officer	Signature
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Telephone No. - N° de téléphone 780.951.8895	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel Lori.Nelson@canada.ca	Date 9 January 2020
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15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? / Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes? No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
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Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
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**ANNEX D
INSURANCE REQUIREMENTS**

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$10,000,000.00 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
 - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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