

Fisheries and Oceans

Pêches et Océans Canada

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving/Réception des sousmissions

Procurement Hub | Centre d'approvisionnement Fisheries and Oceans Canada | Pêches et Océans Canada

301 Bishop Drive | 301 promenade Bishop Fredericton, NB E3C 2M6

 $Email-courriel: \underline{DFO tenders-soum is sions MPO@dfo-}\\$

mpo.gc.ca

REQUEST FOR STANDING OFFER

DEMANDE D'OFFRES À COMMANDES (DOC)

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ciannexée, au(x) prix indiqué(s).

Comments: - Commentaries:

Title - Sujet

Technical Advisory Services to Support Compliance with Environmental Regulations and Policies

Date

January 14, 2021

Solicitation No. - Nº de l'invitation

F5211-200264

Client Reference No. – No. De référence du client

FP906-200002

Solicitation Closes - L'invitation prend fin

At /à: 14:00 AST (Atlantic Standard Time)

On / le: February 23, 2021

F.O.B. – F.A.B Destination

GST – TPS See herein — Voir ciDuty - Droits

inclus

Voir ci- See herein — Voir ci-

inclus

Destination of Goods and Services – Destinations des biens et services

See herein — Voir ci-inclus

Instructions

See herein — Voir ci-inclus

Address Inquiries to -

Adresser toute demande de renseignements à

Hannah State

Senior Contracting Officer

Fisheries and Oceans Canada

Email - courriel:

DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

Delivery Required – Livraison exigée

See herein — Voir ci-inclus

Delivery Offered – Livraison propose

Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur :

Telephone No. - No. de telephone

Facsimile No. – No. de télécopieur

Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)

Signature Date



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PART 1 – GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection:
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions:

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, Standing Offer Reporting, and any other Annexes.

1.2 Summary

The intent of this Request for Standing Offer (RFSO) is to solicit proposals to establish Departmental Standing Offers for Fisheries and Oceans Canada (DFO) in the provision of a variety of technical advisory services to facilitate the Department's environmental management activities and the Department's operations and assets (compliance with environmental regulations and policies) in all regions across Canada.

The purpose of these services is to provide support, technical and subject matter expertise to the Office of Environmental Coordination (OEC). Once the Departmental Standing Offers have been formally established, the OEC or any of the regions, through the OEC, may select a supplier or several suppliers at one time to undertake of a variety of technical advisory services to facilitate the Department's environmental management activities.

Up to eight (8) Standing Offer(s) will be issued for this requirement (up to four for each stream).

The period for making call ups against the Standing Offer is from date of issuance until March 31, 2024 with two (2) additional one (1) year optional periods that may be exercised by DFO.

1.3 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006</u> (2020-05-28) Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions – Request for Standing Offers – Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

2.3 Enquiries – Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **ten (10)** calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors 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 Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province or territory where the goods and/or services are to be rendered.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 – OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer (1 soft copy in PDF format); Section II: Financial Offer (1 soft copy in PDF format); Section III: Certifications (1 soft copy in PDF format);

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Due to the nature of the RFSO, offers transmitted by facsimile will not be accepted.

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

Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Attachment 1 to Part 3 – Pricing Schedule. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Section 5.2.3.2 Electronic Payment Instruments, to identify which ones are accepted.

If Section 5.2.3.2 Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Bidder must complete the following pricing schedule and include it in its financial bid.

As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed hourly rate for each of the resource categories identified.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- 1. Work described in Section 7, Standing Offer Agreement and Resulting Contract Clauses, of this bid solicitation required to be performed at the work site(s);
- 2. Travel between the successful bidder's place of business and the work site(s); and
- 3. 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.

The inclusion of volumetric data in this document does not represent a commitment by DFO that DFO's future usage of the services described in the bid solicitation will be consistent with this data.

STREAM 1 - Environmental Compliance Management and Auditing

Stream 1 Initial Offer Period - Standing Offer Award to March 31, 2024

	TABLE A						
	STREAM 1 – Environmental Compliance Management and Auditing						
No.	Title	Firm Per Diem Rate Standing Offer Award to March 31, 2022 (A)	Firm Per Diem Rate April 1, 2022 to March 31, 2023 (B)	Firm Per Diem Rate April 1, 2023 to March 31, 2024 (C)	Estimated Quantity (Days) (D)	Extended Total (E) = [(A+B+C)/3] X D	
1.	Lead Auditor/Project Manager Name:	\$	\$	\$	300	\$	
2.	Senior Auditor/Reviewer Name:	\$	\$	\$	60	\$	
3.	Project Personnel Name(s):	\$	\$	\$	240	\$	
4.	Technical Support Personnel Name(s):	\$	\$	\$	45	\$	
	Subtotal for Initia	\$					
	TAXES (Please insert, as applicable)%: \$						

Stream 1 Option Period 1 – April 1, 2024 to March 31, 2025

	TABLE B					
	STREAM 1 - Environment	tal Compliance N	lanagement and Auditing	g		
No.	Title	Firm Per Diem Rate (A)	Estimated Quantity (Days) (B)	Extended Total (C) = A X B		
1.	Lead Auditor/Project Manager Name:	\$	100	\$		
2.	Senior Auditor/Reviewer Name:	\$	20	\$		
3.	Project Personnel Name(s):	\$	80	\$		
4.	4. Technical Support Personnel Name(s): \$ 15					
Subtotal for Option Year 1 STREAM 1 (for evaluation purposes only) (Excluding Taxes):						
	TAXE	S (Please insert,	as applicable)%:	\$		

Stream 1 Option Period 2 - April 1, 2025 to March 31, 2026

	TABLE C				
	STREAM 1 – Environmen	tal Compliance M	lanagement and Auditing	g	
No.	Title	Firm Per Diem Rate (A)	Estimated Quantity (Days) (B)	Extended Total (C) = A X B	
1.	Lead Auditor/Project Manager Name:	\$	100	\$	
2.	Senior Auditor/Reviewer Name:	\$	20	\$	
3.	Project Personnel Name(s):	\$	80	\$	
4.	4. Technical Support Personnel Name(s): \$ 15				
Subtotal for Option Year 2 STREAM 1 (for evaluation purposes only) (Excluding Taxes):					
	TAXE	ES (Please insert	, as applicable)%:	\$	

EVALUATED PRICE - STREAM 1					
Environmental Compliance Manageme	Environmental Compliance Management and Auditing				
Subtotal for Initial Offer Period (STREAM 1):	\$				
Subtotal for Optional Offer Period 1 (STREAM 1):	\$				
Subtotal for Optional Offer Period 2 (STREAM 1):	\$				
Total Evaluated Price	6				
(Exclusive of Taxes):	Φ				

STREAM 2 – Wildlife and Habitat Management

Stream 2 Initial Offer Period - Standing Offer Award to March 31, 2024

Stie	Stream 2 Initial Offer Period – Standing Offer Award to March 31, 2024						
	TABLE D						
	STREAM 2 – Wildlife and Habitat Management						
No.	Title	Firm Per Diem Rate Standing Offer Award to March 31, 2022 (A)	Firm Per Diem Rate April 1, 2022 to March 31, 2023 (B)	Firm Per Diem Rate April 1, 2023 to March 31, 2024 (C)	Estimated Quantity (Days) (D)	Extended Total (E) = [(A+B+C)/3] X D	
1.	Lead Biologist/Project Manager Name:	\$	\$	\$	300	\$	
2.	Senior Biologist/Reviewer Name:	\$	\$	\$	60	\$	
3.	Project Personnel Name(s):	\$	\$	\$	240	\$	
8.	Technical Support Personnel Name(s):	\$	\$	\$	45	\$	
	Subtotal for Initial Offer Period STREAM 2 (for evaluation purposes only) (Excluding Taxes):					\$	
		\$					

Stream 2 Option Period 1 - April 1, 2024 to March 31, 2025

Sire	Stream 2 Option Period 1 – April 1, 2024 to March 31, 2025					
		TABLE E				
	STREAM 2 – Wi	Idlife and Habit	at Management			
		Firm Per	Estimated Quantity	Extended		
No.	Title	Diem Rate	(Days)	Total		
		(A)	(B)	(C) = A X B		
1.	Lead Biologist/Project					
	Manager	\$	100	\$		
	Name:					
2.	Senior Biologist/Reviewer	\$	20	\$		
	Name:	Φ	20	a		
3.	Project Personnel	\$	80	¢		
	Name(s):	Φ	00	Φ		
4.	4. Technical Support Personnel \$ 15					
	\$					
	\$					
	Subtotal for Option Year 1 STREAM 2 (for evaluation purposes only) (Excluding Taxes):					
	\$					

Stream 2 Option Period 2 - April 1, 2025 to March 31, 2026

<u> </u>	Otteam 2 Option 1 chod 2 - April 1, 2020 to march 31, 2020					
	TABLE F					
	STREAM 2 – Wi	Idlife and Habit	at Management			
No.	Title	Firm Per Diem Rate (A)	Estimated Quantity (Days) (B)	Extended Total (C) = A X B		
1.	Lead Biologist/Project Manager Name:	\$	100	\$		
2.	Senior Biologist/Reviewer Name:	\$	20	\$		
3.	Project Personnel Name(s):	\$	80	\$		
4.	Name(s): \$ 15					
	Subtotal for Option Year 2 STREAM 2 (for evaluation purposes only) (Excluding Taxes):					
	TAXES (Please insert, as applicable)%: \$					

EVALUATED PRICE - STREAM 2				
Wildlife and Habitat Management				
Subtotal for Initial Offer Period (STREAM 2):	\$			
Subtotal for Optional Offer Period 1 (STREAM 2):	\$			
Subtotal for Optional Offer Period 2 (STREAM 2):	\$			
Total Evaluated Price	¢			
(Exclusive of Taxes):	Ф			

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Please refer to Annex D.

4.1.1.2 Point Rated Technical Criteria

Please refer to Annex D.

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit (70%) and Price (30%)

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. for the following streams:
 - i) *Stream 1: obtain the required minimum of **240** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **400** points.
 - ii) *Stream 2: obtain the required minimum of **240** points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **400** points.
 - *As applicable
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. 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.

- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)						
		Bidder 1	Bidder 2	Bidder 3		
Overall Techn	ical Score	115/135	89/135	92/135		
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00		
Calculations	Technical Merit	115/135 x 70	89/135 x 70 =	92/135 x 70 =		
	Score	= 59.63	46.15	47.70		
	Pricing Score	45/55 x 30 =	45/50 x 30 =	45/45 x 30 =		
		24.55	27.00	30.00		
Combined Ra	ting	84.18	73.15	77.70		
Overall Rating		1 st	3 rd	2 nd		

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity – Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<a href="https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture.

appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer 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 Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror 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 Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

Signature	Date

5.2.3.2 Electronic Payment Instruments

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- () Acquisition Card;
- () Direct Deposit (Domestic and International)

5.2.3.3 Replacement of Specific Individuals

A7017C (2008-05-12) – Replacement of Specific Individuals

5.2.3.4 Former Public Servant

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, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer non-responsive.

Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the <u>Financial Administration Act</u> 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 <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

YES() NO()

If so, the Offeror 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, Offerors agree that the successful Offeror'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 Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES() NO()

If so, the Offeror 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.

The following certification signed by the Contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and

complete		
Signature	 Date	
Print Name of Signatory		

Print Name of Signatory

ATTACHMENT 1 TO PART 5 LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to Information Bulletin: Required information to submit a bid or offer for additional details.

List of names for integrity verification form

PART 6 - SECURITY REQUIREMENTS

6.1 Security Requirements

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party which contain security requirements are not
 to be awarded without the prior written permission of the Contracting Authority (i.e. a new
 SRCL must be submitted and processed following the same procedure as for the contract
 with security requirement).

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

- **7.2.1** The following security requirements apply and form part of the Standing Offer:
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party which contain security requirements are not
 to be awarded without the prior written permission of the Contracting Authority (i.e. a new
 SRCL must be submitted and processed following the same procedure as for the contract
 with security requirement).

7.3 Standard Clauses and Conditions

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

Revision to Departmental Name:

As this solicitation is issued by DFO, any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as a reference to DFO or its Minister.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

7.3.1 General Conditions

<u>2005</u> (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- Report 1: April 1 to June 30;
- Report 2: July 1 to September 30
- Report 2: October 1 to December 31
- Report 4: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than thirty (30) calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of Standing Offer Award to March 31, 2024.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for **two (2) additional one (1) year periods**, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority **fifteen (15)** days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Hannah State

Title: Senior Contracting Officer
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services

Address: 301 Bishop Drive

Fredericton, New Brunswick, E3C 2M6

Telephone: 506-429-2622 Fax: 506-452-3676

E-mail address: <u>DFOtenders-soumissionsMPO@DFO-MPO.GC.CA</u>

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

Name:	
Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail:	
The Project Au	thority is the representative of the department or agency for whom the
	rried out pursuant to a call-up under the Standing Offer and is responsible

7.5.3 Offeror's Representative (to be identified at Standing Offer award)

Name:	 	
Title:		
Address:		
Telephone:		
Facsimile:		
E-mail:		

7.6 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 <u>Public Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada.

7.8 Call-up Procedures

- 7.8.1 Any call-up for Work against this Standing Offer will be processed as follows:
 - 7.8.1.1 The Project Authority will provide the Offeror with the following information:
 - i. the description of the services required and the location coordinates;
 - ii. the schedule deemed acceptable by the identified User, if applicable.
 - 7.8.1.2 The cost per service call will be established in accordance with the Basis of Payment, attached hereto as Annex "B".
 - 7.8.1.3 The Offeror will be authorized by the identified User to proceed with the Work by the issuance of a duly completed and signed Call-up from a Purchase Order form. The Offeror shall not commence any work until it has received a Call-up which is signed by the Identified User. The Offeror acknowledges that any and all work performed in the absence of a signed call-up will be done at its own risk, and Canada shall not be liable for payment therefore.
- 7.8.2 A call-up made against this Standing Offer shall form a contract only for those goods or services, or both, which have been called-up, provided always that such call-up is made in accordance with the provisions of this Standing Offer.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the call-up form PWGSC-TPSGC 942 – Call-up Against a Standing Offer.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ (to be filled in at standing offer issuance) (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or four (4) months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

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

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions <u>2005</u> (*2017-06-21*), General Conditions Standing Offers Goods or Services
- d) <u>2035</u> (2020-05-28), General Conditions Higher Complexity Services;
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Standing Offer Reporting; and
- h) the Offeror's offer dated _____ (to be inserted at Standing Offer Award).

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in **the province** or territory where the goods and/or services are to be rendered.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

<u>2035</u> (2020-05-28), General Conditions – Higher Complexity – Services, apply to and form part of the contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.

7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 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.

7.5 Payment

7.5.1 Basis of Payment

The Contractor will be paid firm hourly rates stipulated in the call-up, calculated in accordance with the Basis of Payment detailed in Annex "B".

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.

7.5.2 Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$
 ______ (to be inserted at Standing Offer issuance). Customs duties are included and Applicable Taxes are extra.
- 2. 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:
 - a. when it is 75% committed, or
 - b. four months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. 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.

7.5.3 Method of Payment

The following methods of payment will apply:

- 1. SACC Manual clause H1000C (2008-05-12), Single Payment
- 2. SACC Manual clause H1008C (2008-05-12), Monthly Payment

7.5.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Acquisition Card;
- b. Direct Deposit (Domestic and International);

7.6 Invoicing Instructions

- The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. One (1) copy must be forwarded to the following email addresses:
 <u>DFO.invoicing-facturation.MPO@canada.ca</u>

 <u>CC AP Coder:</u> _______ (to be identified at Standing Offer award)
 - b. One (1) copy must be forwarded to the Project Authority identified in the call-up.

7.7 Insurance G1005C (2016-01-28) – 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

Technical Advisory Services to Support Compliance with Environmental Regulations and Policies

2.0 Introduction

Fisheries and Oceans Canada (DFO) requires the provision of a variety of technical advisory services to facilitate the Department's environmental management activities and the Department's operations and assets (compliance with environmental regulations and policies) in all regions across Canada.

Up to a maximum of eight (8) Standing Offer Agreement(s) (SOAs) will be established (up to four for each of the two project streams) to provide the services described herein. Since both streams are independent of the other, Bidders may bid on either or both project streams. If a Bidder is successful on both streams, they may be awarded two SOAs.

3.0. Background

To support the initiatives of DFO's Office of Environmental Coordination (OEC), the Department has recognized the need to acquire external resources and expertise to assist the OEC in Headquarters in a timely, effective and cost-efficient manner. The Department requires the services of resources qualified in the provision of a variety of technical advisory services to facilitate the Department's environmental management activities and the Department's operations and assets (compliance with environmental regulations and policies) in all regions across Canada.

The OEC provides advice, develop and implement tools, frameworks, policies and strategies to facilitate compliance with environmental regulations, federal policies and industry best management practices for DFO operations and assets. In managing its properties and conducting its operations, DFO has the obligation to avoid and/or minimize environmental impacts, to ensure that equipment and facilities meet basic requirements under established guidelines or regulatory requirements for environmental management, including for example, hazardous materials, petroleum storage tanks, halocarbons, and energy.

In the past, due to the large volume of related requirements, there have been constraints for the Department around capacity and timing when using traditional means of hiring qualified personnel to complete these activities. Such constraints have led to significant delays and it is now paramount for the Department to have the ability to engage SOA Suppliers directly allowing for an expeditious processing of service requests. Standing Offer Agreements have been successful in the past in reducing these barriers to implementing environmental management work.

4.0 Objective

DFO's main objective is to enter into one or more Standing Offer Agreements to assist the department in:

- Maintaining Environmental Compliance program and due diligence;
- Meeting the Office of Environmental Coordination compliance program commitments, including those related to wildlife and habitat management;
- Maintaining and updating the Departmental Environmental Management System; and.
- Achieving program performance objectives.

5.0 Scope

The purpose of this requirement is to acquire technical advisory services that will provide support, technical and subject matter expertise in support of the OECs program and to support compliance with environmental regulations and policies.

The Department has obligations to comply with federal environmental regulations and policies for operations and assets. There is a requirement to conduct environmental compliance audits or assessments to determine if the department is meeting federal environmental regulations. Guidance documents such as environmental management plans, standard operating procedures and/or training programs may also be needed to help ensure compliance for the Department's operations and assets.

5.1 Requirements

Tasks, Activities, Deliverables and Milestones

Stream 1 - Environmental Compliance Management and Auditing

The Contractor is responsible for (but not limited to) carrying out the following tasks:

5.1.1 Develop and conduct environmental compliance audits.

Contractors must provide their own auditing protocols, and Lead Auditors must ensure that these address all federal, provincial and municipal environmental laws and regulations, and:

- are applicable to the facility to be audited;
- are pertinent to the type of audit to be conducted; and
- have been recently reviewed and modified to address new regulatory requirements

To assist Contractors, an *Auditor's Handbook* is available that describes Departmental environmental compliance audit requirements. A table of federal laws and regulations is provided in the *Auditor's Handbook*. Lead Auditors should confirm that their checklists include these requirements as some federal regulations pertain specifically to the federal house and operations which take place on federal lands (ex. Federal Halocarbon Regulations, 2003 – CEPA or Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations, 2008 – CEPA).

The scope of the audit also includes an assessment of conformance with Departmental and federal government policies and best practices and, where relevant, provincial regulatory requirements and international agreements. A listing of these policies and best practices is included in the *Auditor's Handbook*. These listings have been provided as a reference point and should be supplemented as required to fully address the environmental aspect being assessed in the location of interest.

The Fisheries and Oceans Canada National Environmental Compliance and Audit Program (NECAP) also includes a *Pre-Visit Survey* which is sent to the facility in advance of the audit to identify the key environmental and operational issues at the site. The completed pre-visit survey will be provided to the Contractor at least one week prior to the site visit portion of the audit. The audit team is expected to be familiar with all relevant regulatory and other requirements prior to the site visit.

The NECAP is based on recognized national and international standards. Practices are closely aligned with audit practices used in other disciplines (such as financial audits) but with consideration for technical and management issues associated with environmental risk.

5.1.2 Develop and conduct Environmental Management System audits.

Fisheries and Oceans Canada is committed to developing, implementing, maintaining, monitoring and reporting on its National Environmental Management System (National EMS) in order to manage and continually improve its environmental performance with a focus on environmental regulatory compliance. The National EMS is based on ISO 14001 standard and other applicable requirements and commitments included in acts and regulations, federal and departmental policies as well as some best management practices.

Regional Offices of Environmental Coordination (Regional OECs or ROECs) are responsible for developing, implementing, maintaining and improving their respective EMS based on the National EMS and taking into account specific regional commitments and requirements. The National EMS sets the minimum requirements for the Regional EMSs. It is also the responsibility of the ROECs to monitor and report on their respective regional EMS.

The Department's National and/or Regional Environmental Management System (EMS) will be audited against the ISO 14001 standard, and/or the DFO's National EMS for Operations and Assets guidance documents and plans. This will be an internal audit to identify gaps in the system in order to comply with the ISO 14001 standard and/or with the DFO's stated goals and objectives. The Contractor's auditor(s) must be familiar with the ISO 14001 standard.

- 5.1.3 Develop and conduct fuel storage tank compliance audits.
- 5.1.4 Investigate, analyze, and provide guidance respecting the correction of nonconformities with environmental laws, regulations, guidelines and/or environmental deficiencies in practices, systems, plans, and/or activities undertaken at sites.
- 5.1.5 Review reports on corrective actions taken for non-conformities with environmental laws, regulations and guidelines, analyze and evaluate the findings, report on trends, and recommend areas for improvement.
- 5.1.6 Develop national, regional and/or site specific environmental Standard Operating Procedures, Management Plans, Emergency Response Plans, best management practices and/or other compliance management tools.
- 5.1.7 Develop procedures, protocols, manuals or other elements related to an Environmental Management System.
- 5.1.8 Develop and/or deliver training on environmental topics, including 'train the trainer' sessions to enable OEC employees to provide training and advice.
- 5.1.9 Facilitate departmental meetings or workshops regarding specific environmental initiatives.

Stream 2 - Wildlife and Habitat Management

The Contractor is responsible for (but not limited to) carrying out the following tasks:

5.1.10 Conduct site surveys to confirm the presence of migratory birds, species at risk, species at risk habitat or critical habitat at DFO sites.

Fisheries and Oceans Canada has determined that habitat and species disturbance is a significant environmental risk to the Department. DFO is in the process of developing a National Wildlife and Habitat Management Strategy, which aims to ensure that species at risk (SAR), migratory birds and their identified habitats are protected in the context of operational and maintenance activities at DFO and Canadian Coast Guard (CCG) properties and sites.

Suppliers may be asked to:

- conduct desktop reviews to determine the likelihood of migratory birds, SAR, SAR habitat, designated Critical Habitat, fish habitat, and protected areas being present at DFO-CCG properties/sites;
- conduct site visits to develop wildlife/SAR inventories including confirmed presence or evidence of SAR, suitable SAR habitat, Critical Habitat, presence or evidence of migratory birds (protected under the *Migratory Birds Convention Act*),
- provide geospatial data (i.e., latitude and longitude) of confirmed or suspected SAR occurrences, migratory bird occurrences, and their critical habitats. Geospatial data should be a geodatabase (.gdb) or shapefile (.shp) and conform to program requirements.
- collect other data related to relevant federal or provincial legislation related to wildlife.
- 5.1.11 Develop comprehensive, site-specific Wildlife and Habitat Management Plans for DFO sites.

The management plan should list specific actions to protect defined Migratory Birds, and Species at Risk noted to be present, nearby or highly likely to be present. These actions should respond to the site specific activities and operations carried out on the site(s). Note that information on activities and operations carried out on the site(s) will be provided by DFO.

Suppliers may be asked to:

- prepare comprehensive, site-specific Wildlife and Habitat Management Plans incorporating existing information in SAR recovery strategies, critical habitat orders, as well and specific species knowledge which would indicate appropriate management controls to be implemented on-site.
- Suppliers are asked/may be asked to map the SAR occurrence, migratory bird, protected areas, and critical habitat geospatial data, and provide a high resolution copy of this map to accompany the raw geospatial data.
- Develop other management tools related to relevant federal or provincial legislation related to wildlife.

6.0 Specifications and Standards

Stream 1 – Environmental Compliance Management and Auditing

Contractor(s) should be aware of federal, provincial and municipal laws, regulations, guidelines and standards related to the environment and environmental management. Applicable federal legislation includes but is not limited to the following:

- Canadian Environmental Protection Act
- Fisheries Act
- Impact Assessment Act
- Canada Wildlife Act
- Species at Risk Act
- Migratory Birds Convention Act

Unless specified otherwise, Contractor(s) shall provide their own protocols and documents, relevant to the site or sites that address laws and regulations, guidelines and standards related to the following environmental aspects:

- Air Emissions
- Water Consumption and Groundwater Quality
- Hazardous Materials and Waste
- Fuel Handling and Storage Tank Management
- Wastewater Management
- Halocarbons
- Environmental Emergency Response
- Solid non-hazardous waste
- Environmental Assessment
- Environmental Management Systems.

Stream 2 - Wildlife and Habitat Management

Contractor(s) should be aware of federal, provincial and municipal laws, regulations, guidelines and standards related to the environment and environmental management. Applicable federal legislation includes but is not limited to the following:

- Canadian Environmental Protection Act
- Fisheries Act
- Impact Assessment Act
- Canada Wildlife Act
- Species at Risk Act
- Migratory Birds Convention Act

Unless specified otherwise, Contractor(s) shall provide their own protocols and documents, relevant to the site or sites that address laws and regulations, guidelines and standards related to the following environmental aspects:

- Species at Risk, Endangered Species, and their habitats
- Environmentally sensitive and protected areas and habitats
- Wildlife and habitat

7.0 Project Authority Role

For all Project Streams, the DFO Project Authority assigned to each call-up/contract will provide support, guidance, direction, instruction, acceptances and information as required.

8.0 Fisheries and Oceans Canada Support

DFO will provide the following support:

- a) The overall project management will be provided by the OEC. The Standing Offer Management Authority (SOMA) at OEC will oversee the implementation of the SOAs, provide guidance on their use, and track overall expenditures included under these SOAs.
- b) The SOMA will provide comments on any documentation created for the purpose of managing the work under the Standing Offer Agreements.
- c) The Project Authority will work closely with the Contractor throughout each project to provide feedback. The Project Authority will provide access to any relevant and accessible data and background documents, as well as other documents required (to the extent that they are available). This includes program documentation, including but not exclusive to, background information/documents, etc. As well, if needed, a list of potential key informants/contacts for interviews and survey respondents will be provided and any other administrative or financial data required for undertaking the work.
- d) The Project Authority will liaise on behalf of the Contractor with any relevant Program, Committee or other required DFO partners on issues related to the management of the work.
- e) The Project Authority will provide comments on any documentation created for the purposes of completing the work under a specific Call-up on individual projects.
- f) The SOMA and/or the Project Authority will be responsible for any needed translation of documents, including the final deliverable(s).
- g) Where needed and available, the SOMA and/or the Project Authority will provide some or all of the following:
 - Access to departmental library, government and departmental policies and procedures, publications, reports, studies, etc.
 - Access to a staff member who will be available to coordinate activities.
 - Provide other assistance or support.

9.0 Project Management Control Procedures

One point of contact at DFO will be assigned for each Call-up requirement and this will be the Project Authority, who will facilitate communication with other DFO representatives. One start-up meeting may be arranged within 2 weeks of Standing Offer award to review the work plan. Biweekly updates to the DFO Project Authority contact person will be required (via phone call or email) to discuss progress, problems, and path forward. The frequency can be altered, as required, by the Project Authority.

For each Call-up issued under each respective Standing Offer Agreement, the OEC or ROEC Project Authorities will identify the timeline for the completion of the work. As well, accurate monthly timesheets must be submitted by the Contractor.

10.0 Methods and Sources of Acceptance

The OEC or ROEC Project Authorities will review material submitted as part of the work and

determine the quality of the submission and if the collection, analysis and interpretation of data/information has been done in such a way as to deem the work acceptable.

11.0 Change Management Procedures

The Project Authority 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 Project Authority; however 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.

12.0 Supplier's Obligations and Responsibilities

Deliverables must be specified within each Call-up form. The scope of the work attached to each Call-up form shall identify the particular deliverables, tasks and other relevant areas of consideration that are required to be implemented by the Contractor in the provision of services. The Contractor shall complete all work in conformity with the instructions issued by the DFO Project Authority and in accordance with the requirements described in this Statement of Work.

- **12.1** The Contractor must provide written status reports relating to the delivery of specific services and the completion of assigned tasks.
- **12.2** The Contractor must provide a mutually agreed upon principal contact for each Call-up form who shall be actively involved in and responsible for all activities undertaken.
- **12.3** The Contractor must confirm with the Project Authority, in writing, the receipt and successful completion of all Call-up forms.
- **12.4** The Contractor must complete assigned work according to pre-defined schedules and standards as outline in each Call-up form.
- **12.5** The Contractor must provide quality assurance monitoring on all deliverables.
- **12.6** The Contractor must liaise with the Project Authority for meetings, project reviews and other related project management activities.

13.0 Estimated Level of Effort

Fisheries and Oceans Canada has estimated the total level of effort required for each project stream based on an analysis of the contracts awarded over the last three years. The total level of effort provided to DFO is estimated to be as follows, which will be shared by each Standing Offer Agreement awarded:

No.	Title	Initial Contract Period (Standing Offer Award to March 31, 2024)	Option Year 1 (April 1, 2024 to March 31, 2025)	Option Year 2 (April 1, 2025 to March 31, 2026)
Stream 1 – Environmental Compliance Management and Auditing				
1.	Lead Auditor / Project Manager	Up to 300 days*	Up to 100 days*	Up to 100 days*
2.	Senior Auditor / Reviewer	Up to 60 days*	Up to 20 days*	Up to 20 days*
3.	Project Personnel	Up to 240 days*	Up to 80 days*	Up to 80 days*
4.	Technical Support	Up to 45 days*	Up to 15 days*	Up to 15 days*

	Personnel			
	Stream 2 – Wildlife and Habitat Management			
5.	Lead Biologist / Project Manager	Up to 300 days*	Up to 100 days*	Up to 100 days*
6.	Senior Biologist / Reviewer	Up to 60 days*	Up to 20 days*	Up to 20 days*
7.	Project Personnel	Up to 240 days*	Up to 80 days*	Up to 80 days*
8.	Technical Support Personnel	Up to 45 days*	Up to 15 days*	Up to 15 days*

*This is an estimated level of effort and in no way is a commitment of work by the Government of Canada.

14.0 Training

Unless otherwise noted in a Call-up, with the exception of any familiarization training necessary for OEC and ROEC environment, all training of Contractor's staff is to be provided at the Contractor's expense. Familiarization training will not include training on any of the software tools or systems used by the OEC and ROEC. Training of Contractor staff must not interfere with the contracted for level of service and all costs are to be borne by the Contractor.

Unless otherwise noted in a Call-up form, all training of the Contractor's staff, including any familiarization training with respect to legislative requirements, acceptable protocols and DFO procedures, is to be provided at the Contractor's expense. Training of the Contractor's staff is to not interfere with the contracted level of service and all training costs are to be borne by the Contractor.

15.0 Resource Replacement

- **15.1** Resource replacement may be undertaken by the Contractor, but **only** with the prior written approval of the Contracting Authority through a formal standing offer amendment.
- 15.2 Any cost associated with the replacement of resources shall be entirely at the Contractor's expense.
- 15.3 Should the Contractor, at any time, be unable to provide the services of the named resource(s), the Contractor shall be responsible for providing replacement resources at the same cost, who shall be of equivalent or greater ability or attainment and who shall be acceptable to the SOMA.
- In advance of the date upon which any replacement resource(s) are to commence work, the Contractor shall notify the Project Authority, in writing, of the reason for the unavailability of the named resource(s). The Contractor shall then provide to the SOMA the name(s) and detailed CV of the qualifications and experience of the proposed resource(s). Proposed replacement resources(s) will be evaluated by the SOMA on the basis of the minimum qualifications and resource requirements for the specific resource categories identified in the Request for Standing Offer (RFSO). Proposed replacement resource(s) shall meet or exceed the experience, education, knowledge, skills and abilities requirements of the resource(s) they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) they are proposed to replace, the SOMA reserves the right to refuse the proposed replacement resource(s).
- 15.5 Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been duly authorized by the Contracting Authority and SOMA through a formal standing offer amendment.

Any replacement resource(s) approved by the Project Authority shall be available and onsite to commence work within five (5) calendar days of the Contractor being notified by the SOMA, and after having received the formal standing offer amendment.

16.0 Reporting Requirements

- As specified in the Call-up form which includes the Statement of Work, the Contractor shall provide regular status reports and various *ad hoc* oral status reports to the Project Authority in relation to any and all task requests issued to the Contractor.
- 16.2 It is the responsibility of the Contractor to facilitate and maintain regular communication with the Project Authority. In addition, the Contractor shall immediately notify the Project Authority of any issues, problems or areas of concern in relation to any work completed under a task request as they arise.
- 16.3 In addition to the reports provided, the Project Authority shall monitor the Contractor's ongoing service levels by conducting review meetings with the Contractor on an as and when required basis to monitor services progress as well as to exchange information relevant to chronic problem areas, action plans and planning activity.
- **16.4** DFO is to approve the report format for each individual task.

17.0 PERFORMANCE STANDARDS

In providing the advisory services to DFO, the Contractor shall, at a minimum, conform to the following performance standards and quality assurance requirements.

- All deliverables rendered under each Call-up are subject to inspection by the Project Authority or a designated representative. The Project Authority reserves the right to verify the accuracy and completeness of all deliverables and services submitted by the Contractor.
- 17.2 All work/services delivered by the Contractor will be subject to the approval and acceptance of the Project Authority or delegated representative. Should the work or any portion thereof not be to the satisfaction of the Project Authority, the Contractor may be required to correct such work at the Contractor's expense.
- 17.3 The Contractor shall guarantee the performance of all work under the Standing Offer is undertaken in accordance with code of ethics of the engineering profession.

18. Location of Work, Work site and Delivery Point

Fisheries and Oceans Canada divides the country into seven (7) regions for management of all regulatory and environmental issues. These regions include Newfoundland and Labrador, Maritimes, Gulf, Quebec, Ontario and Prairies, Arctic, and Pacific.

The Canadian Coast Guard is divided in four (4) regions (Western, Central, Arctic and Atlantic).

Projects range in complexity, location, and site conditions. Work is expected to take place in all regions. Work could take place on the interior of buildings or in open terrain. Inspections could be required on buildings and infrastructure (such as storage tanks) and on environmental media (soil, water, sediment, air). Some sites are remote (e.g. northern locations or on islands) and Contractors will have to account for accessing such areas.

19.0 Meetings

Contractors will be required to meet with DFO's Project Authority throughout the tenure of the process to provide updates on the project. The meetings will take place in the locations specified in the Call-up or by telecommunications. The number and timing of the meetings will be determined between the Project Authority and the Contractor at the outset of the project.

If there is work to be performed in DFO offices, the Contractor will, for better coordination with the departmental operation's needs, follow the same time schedule as employees of DFO.

If the work is performed at locations other than DFO's offices, the time schedule and location of work shall be in accordance with the contract Call-up/Statement of Work and based on any practical considerations for the site in question.

The Contractor will be required to comply with any and all applicable provincial, local and site-specific health and safety requirements, including but not limited to the provision and use of approved personal protective equipment, and health-screening/contract tracing documentation.

Due to existing workload and deadlines, all personnel assigned to each Call-up must be ready to work in close and frequent contact with the departmental representative and other departmental personnel.

20.0 Language requirements

The on-site working language of all audits included in Stream 1 will be English, except for audits conducted at facilities in the Quebec region (and potentially the Gulf region), which will be in French. All proposed on-site audit team members for audits in the Province of Quebec, MUST be fully bilingual (French and English); they must have advanced proficiency in the French language for oral, comprehension, and written communication as described in the table below. All reports for audits of facilities in the Province of Quebec must be provided in French.

Lan	Language Proficiency Grid						
	Oral	Comprehension	Written				
Basic	A person speaking at this level can: ask and answer simple questions; give simple instructions; and, give uncomplicated directions relating to routine work situations.	 A person reading at this level can: fully understand very simple texts; grasp the main idea of texts about familiar topics; and, read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine jobrelated tasks. 	A person writing at this level can: • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.				

	A person speaking at this	A person reading at this level	A person writing at this level
Intermediate	 level can: sustain a conversation on concrete topics; report on action taken; give straightforward instructions to employees; and, provide factual descriptions and explanations. 	 can: grasp the main idea of most work-related texts; identify specific details; and, distinguish main from subsidiary ideas. 	can: deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: • support opinions, and understand and express hypothetical and conditioned ideas.	A person reading at this level can: understand most complicated details, inferences and fine points of meaning; and, have a good comprehension of specialized or less familiar material.	A person writing at this level can: write texts where ideas are developed and presented in a coherent manner.

^{*} All projects carried out on sites within the Quebec Region will be undertaken in French (including all reporting requirements).

21.0 Travel and Living

Should travel be required as part of individual requirements resulting from any Call-up requirement, it must be pre-approved by the Project Authority and be included in the call-up form. All pre-approved travel will be reimbursed in accordance with the then current National Joint Council Directive on Travel and Living Expenses (Website: http://www.njc-cnm.gc.ca/doc.php?did=82&lang=eng), without allowance thereon for overhead or profit. All payments are subject to government audit.

For economy of travel, use of personnel from Contractor's nearby regional office is expected, as appropriate for the project. Proposed personnel and detailed travel estimates are subject to DFO Project Authority's review and acceptance prior to authorization.

22.0 Imposed Constraints

- 22.1 All work is to be conducted in accordance with acceptable protocols and practices, regulatory procedures and requirements. All work is to be conducted considering environmental preventative care and sustainable practices.
- **22.2** All Standing Offer Agreement Supplier Teams are to be led by a qualified senior consultant representative.
- 22.3 All documentation is to be delivered in either MS Word, MS Excel, MS PowerPoint, MS Project, MS Visio, MS Access, PDF or ArcGIS desktop suite-compatible files (including geodatabase), as instructed by the Project Authority.

22.4 Technical, Operational and Organizational Environment

Fisheries and Oceans Canada sites and operational activities exist in various locations across multiple provinces. Work therefore will be completed over varying terrain and include multiple ecosystem types. Work can occur over lengthy timeframes encompassing all seasons and weather. Some of the more remote sites may require the use of helicopters and/or boats for access.

22.5 Any Contractor having done a preliminary assessment or other related activities for a particular site under a previous Call-up conducted under the DFO Standing Offer Agreement may not be eligible to review, audit or implement that work under any future Call-ups related to the site. DFO has determined that any such decision will be made on a case-by-case basis.

23.0 Green Procurement

The Contractor shall ensure, wherever possible, that all materials employed and work methods utilized by both the Contractor and its deployed resources shall accommodate the Policy on Green Procurement.

24.0 STANDARDS OF CONDUCT - CONFIDENTIALITY

The Contractor agrees to hold as confidential, and shall not disclose to any person or firm, any information gathered through assignment(s) or the knowledge of pending assignments. The only exception is if the disclosure of such confidential information is necessary for the performance of the duties of any potential Call-up Requirements or Contracts, as agreed by the Project Authority.

If any qualified resource provided by the Contractor deliberately, or through negligence, discloses any information to an unauthorized person, the contract and/or standing offer agreement may be terminated.

If any qualified resource provided by the Contractor deliberately, or through negligence, discloses any information designated as PROTECTED or SECRET or CONFIDENTIAL to an unauthorized person, the Call-up Requirements or standing offer may be terminated and prosecution may follow.

25.0 Call-up Process (Selection of a Supplier Once the Standing Offer Agreements are in Place)

The Call-up process defined herein will govern all departmental work assignments.

The Project Authority will establish the scope of services to be performed. Each individual Call-Up may be directed to whichever supplier DFO deems best suited for the requirement, at the choice of the Project Authority, based on skill sets, availability, past work, etc. If more than one company has the required skill set, the work will be distributed on a rotational basis. The Project Authority will attempt to distribute the work as evenly as possible, by contract value, among the suppliers.

25.1 Call-up Process/Call-up request

The Supplier will be provided the scope of services and will submit a proposal to the Project Authority in accordance with the fixed hourly rates established under the Standing Offer. The Supplier's proposal shall include the category of personnel, name of personnel and the number of hours estimated/required to perform the services, as well as an estimate of proposed disbursements, including travel and living expenses, if applicable.

The Work will be authorized or confirmed by the Identified User(s) using the call-up form PWGSC-TPSGC 942 – Call-up Against a Standing Offer.

26.0 Applicable Documents and Glossary

26.1 Applicable Documents

Relevant documents can be found at the following websites.

http://www.ccme.ca/

http://www.ec.gc.ca/default.asp?lang=En&n=48d356c1-1

http://www.justice.gc.ca/eng

http://www.iso.org/iso/home/standards/management-standards/iso14000.htm

Other applicable DFO documents include:

- National Environmental Compliance Audit Program Auditor's Handbook
- Environmental Policy Statement for Fisheries and Oceans Canada Operations and Assets
- The Department of Fisheries and Oceans Implementation Plan for National Environmental Management System
- National Environmental Compliance Audit Program Operating Procedure
- National Halocarbon Environmental Management Plan
- National Storage Tank Environmental Management Program

ANNEX "A-1" Call-Up Form

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PWGSC-TPSGC 942 (01/2014)

ANNEX "B" - BASIS OF PAYMENT

The Contractor will be paid in accordance with the following firm per diem rates for the provision of all services associated with the Contract, including all associated costs necessary to carry out the required work. All deliverables are F.O.B. Destination. Customs duties are included, and Applicable Taxes are extra.

1. GST/HST

- a. All prices and amounts of money in the contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price herein and will be paid by Canada.
- b. The estimated GST or HST to the extent applicable will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt, or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency (CRA) any amounts of GST and HST paid or due.
- **2**. The Crown will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.

3. Definition of a Day/Proration:

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

Hours worked X applicable firm per diem rate 7.5 hours

- All resources must be available to work outside normal office hours during the duration of the Contract.
- ii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.

A.1 - INITIAL CONTRACT PERIOD - Contract Award to March 31, 2024

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

STREAM 1 - Environmental Compliance Management and Auditing

	TABLE A.1 STREAM 1 – Environmental Compliance Management and Auditing						
Category of Resource	Name of Resource	Number of required Resources	Firm Per Diem Rate Standing Offer Award to March 31, 2022	Firm Per Diem Rate April 1, 2022 to March 31, 2023	Firm Per Diem Rate April 1, 2023 to March 31, 2024		
Lead Auditor / Project Manager		1	\$	\$	\$		
Senior Auditor / Reviewer		1	\$	\$	\$		
Project Personnel		1	\$	\$	\$		
Technical Support Personnel		1	\$	\$	\$		

STREAM 1 - Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the <u>Treasury Board Travel Directive</u>, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Total Estimated Cost – Limitation of Expenditure: \$_____ (to be entered at standing offer award). Applicable Taxes are extra.

B.1 – OPTION TO EXTEND THE TERM OF THE CONTRACT

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid the following firm per diem rates for the provision of all services associated with the Contract, including all associated costs necessary to carry out the required work. All deliverables are F.O.B. Destination. Customs duties are included, and Applicable Taxes are extra.

 $\begin{array}{c} \text{File No. - N}^{\circ} \text{ du dossier} \\ F5211-200264 \end{array}$

Table B1.1 - Optional Services - Optional Period One: (April 1, 2024 to March 31, 2025)

STREAM 1	TABLE B1.1 STREAM 1 – Environmental Compliance Management and Auditing					
Category of Resource	Name of Resource	Number of required Resources	Firm Per Diem Rate			
Lead Auditor / Project Manager		1	\$			
Senior Auditor / Reviewer		1	\$			
Project Personnel		1	\$			
Technical Support Personnel		1	\$			

Table B1.2 - Optional Services - Optional Period Two: (April 1, 2025 to March 31, 2026)

STREAM 1	TABLE B1.2 STREAM 1 – Environmental Compliance Management and Auditing					
Category of Resource	Name of Resource	Number of required Resources	Firm Per Diem Rate			
Lead Auditor / Project Manager		1	\$			
Senior Auditor / Reviewer		1	\$			
Project Personnel		1	\$			
Technical Support Personnel		1	\$			

STREAM 2 – Wildlife and Habitat Management

A.2 - INITIAL CONTRACT PERIOD - Contract Award to March 31, 2024

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

	TABLE A.2						
Category of Resource	STREAM Name of Resource	2 – Wildlife and Hab Number of required Resources	Firm Per Diem Rate Standing Offer Award to March 31,	Firm Per Diem Rate April 1, 2022 to March 31,	Firm Per Diem Rate April 1, 2023 to March 31,		
		Resources	2022	2023	2024		
Lead Biologist / Project Manager		1	\$	\$	\$		
Senior Biologist / Reviewer		1	\$	\$	\$		
Project Personnel		1	\$	\$	\$		
Technical Support Personnel		1	\$	\$	\$		

STREAM 2 - Travel and Living Expenses

The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the <u>Treasury Board Travel Directive</u>, and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority. All payments are subject to government audit.

Total Estimated Cost – Limitation of Expenditure: \$_____ (to be entered at standing offer award). Applicable Taxes are extra.

B.2 – OPTION TO EXTEND THE TERM OF THE CONTRACT

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid the following firm per diem rates for the provision of all services associated with the Contract, including all associated costs necessary to carry out the required work. All deliverables are F.O.B. Destination. Customs duties are included, and Applicable Taxes are extra.

Table B2.1 - Optional Services - Optional Period One: (April 1, 2024 to March 31, 2025)

TABLE B2.1
STREAM 2 – Environmental Compliance Management and Auditing

Category of Resource	Name of Resource	Number of required Resources	Firm Per Diem Rate
Lead Biologist / Project Manager		1	\$
Senior Biologist / Reviewer		1	\$
Project Personnel		1	\$
Technical Support Personnel		1	\$

Table B2.2 - Optional Services - Optional Period Two: (April 1, 2025 to March 31, 2026)

STREAM 2	TABLE B2.2 STREAM 2 – Environmental Compliance Management and Auditing						
Category of Resource	Name of Resource	Number of required Resources	Firm Per Diem Rate				
Lead Biologist / Project Manager		1	\$				
Senior Biologist / Reviewer		1	\$				
Project Personnel		1	\$				
Technical Support Personnel		1	\$				

Solicitation No. - N° de l'invitation F5211-200264

File No. - N° du dossier F5211-200264

ANNEX "C" - STANDING OFFER REPORTING

The Contractor must report on a quarterly basis the call-up/contract activities. The minimum reporting requirements are as follows:

- a. The standing offer number;
- b. The supplier name;
- c. The reporting period;
- d. The date of the call-up/contract;
- e. The call-up/contract number for each call-up/contract, including amendments;
- f. Description of Service;
- g. The Project Authority;
- h. Date of completion of work;
- i. The value of the call-up/contract, Goods or Services Tax/Harmonized Sales Tax included, as applicable.

Example:							
SO #: Compan Reportin	y: g period: ˌ			-			
Call-up	Call up	Description of	Project	Date of	Price	Qty	Extended

Call-up Date	Call up #	Description of Service	Project Authority	Date of Completion of Work	Price (\$)	Qty	Extended Total = Price x Qty

ANNEX "D" - EVALUATION CRITERIA

Evaluation Instructions

The experience of the Bidder must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out.

Bidders are also advised that the month(s) of experience listed for a project whose timeframe overlaps that of another referenced project will only be counted once. For example, Project 1 timeframe is July 2009 to December 2009; Project 2 timeframe is October 2009 to January 2010; the total months of experience for these two project references is seven (7) months.

The experience must be clearly identified by providing:

- The project name;
- The name of the client organization;
- The period during which the service was provided (month and year);
- · A detailed outline of the services provided; and
- Contact name and email address to act as a reference

NOTE: To qualify as a reference project, the proposed resource has to have worked full-time on the project for a minimum of three (3) weeks.

Please note bidders MUST complete the following charts and include with their bid submission.

For those bidding on Stream 1: Environmental Compliance Management and Auditing: <u>tables A to E must be completed.</u>

For those bidding on Steam 2: Wildlife and Habitat Management, tables F to J must be completed.

For those bidding on both Stream 1 and Stream 2, all tables A to J must be completed.

Stream 1: Environmental Compliance Management and Auditing

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

	TABLE A				
	MANDATORY CRITERIA				
No. Mandatory Criteria Cross Reference to Proposal Page (Bidder to complete)					
	Resource Team				
M1	The Bidder MUST submit the names and CVs of its proposed resource team who will be performing the services over the course of the				

	Standing Offer Agreement. The resource team must consist of the following four (4) resource categories: • Lead Auditor / Project Manager • Senior Auditor / Reviewer • Project Personnel • Technical Support Personnel	
M2	Lead Auditor – Certification and Experience The Bidder MUST provide proof* that the proposed Lead Auditor is an Environmental Professional - Compliance Auditor - EP (CEA) by the Canadian Environmental Certification Approvals Board or by L'Association québécoise de vérification environnementale, and has conducted a minimum of two (2) recent** environmental audits. *Proof is considered to be a copy of the valid certification and must be submitted with the bid.	
	**Recent is defined as within the last eight (8) years of the bid closing date.	
M 3	Corporate Experience – Environmental Compliance Audits The Bidder MUST demonstrate using project descriptions that it has recent* experience conducting environmental compliance audits using environmental compliance tools, plans and/or procedures for a minimum of two (2) unrelated projects where federal, provincial and/or territorial environmental laws, regulations, guidelines and/or policies applied to the work. *Recent is defined as within the last eight (8) years of the bid closing date.	
М4	Corporate Experience – Environmental Management Systems (EMSs) Audits The Bidder MUST demonstrate using project descriptions that it has recent* experience conducting environmental management systems (EMSs) audits using Environmental Management Systems tools, plans and/or procedures for a minimum of two (2) unrelated projects where federal, provincial and/or territorial environmental laws, regulations, guidelines and/or policies applied to the work.	

years of the bid closing date.	
Corporate Experience – Environmental Training	
The Bidder MUST demonstrate using project descriptions that it has recent * experience conducting environmental training or workshops/meeting facilitation for a minimum of two (2) unrelated projects.	
	Training The Bidder MUST demonstrate using project descriptions that it has recent* experience conducting environmental training or workshops/meeting facilitation for a minimum of

Point Rated Criteria:

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables below. In order to qualify for the rating process, proposals must respond to the following rated requirements in the order shown and must include the referenced Section / Page in the Bidder's proposal.

Bids **MUST** achieve an overall minimum score as specified in the tables below of the Rated Requirements, in order to be considered technically responsive. Proposals which fail to attain the minimum score of the Rated Requirements will be considered technically non-responsive and no further evaluation will be conducted.

Stream 1 - Environmental Compliance Management and Auditing

	TABLE B POINT RATED CRITERIA LEAD AUDITOR / PROJECT MANAGER PROPOSED RESOURCE NAME:				
No. Rated Criteria Max Points Points Breake				Cross Reference to Proposal Page No. (Bidder to complete)	
R1	Experience with Compliance Audits for Facilities The Bidder should demonstrate using project descriptions that the Proposed Resource has recent* experience in conducting environmental compliance audits for facilities, related to the environmental aspects referenced in Section 6.0 of the Statement of Work.	40	Points will be awarded as follows: 2 projects = 10 points 3 projects = 20 points 4 projects = 30 points 5 projects or more = 40 points		

	*Recent is defined as within the last eight (8) years of the bid closing date.			
R2	Experience in Development of Compliance Tools for fuel storage, halocarbons and hazardous waste The Bidder should demonstrate using project descriptions that the Proposed Resource has recent* experience in developing the following compliance tools for fuel storage tanks, halocarbons, and hazardous materials and waste: • environmental management plans; AND/OR • standard operating procedures *Recent is defined as within the last eight (8) years of the bid closing date.	30	Points will be awarded as follows: 1 project = 10 points 2 projects = 20 points 3 projects or more = 30 points	
R3	Experience with Environmental Management System Audits and Analysis The Bidder should demonstrate using project descriptions that the Proposed Resource has recent* experience in conducting environmental management system audits, based on the ISO 14001 standard, as well as experience developing and/or reviewing/assessing procedures, protocols, frameworks, manuals, environmental management plans (EMPs) and/or other components of an Environmental Management System. *Recent is defined as within the last eight (8) years of the bid closing date.	30	Points will be awarded as follows: 1 project = 10 points 2 projects = 20 points 3 projects or more = 30 points	
(Min	Total Evaluated Score: imum points required: 60 including a minimum score of 10 in R1):	/100		

TABLE C POINT RATED CRITERIA SENIOR AUDITOR / REVIEWER

PROPOSED RESOURCE NAME:

No.	Rated Criteria	Max Points	Points Breakdown	Cross Reference to Proposal Page No. (Bidder to complete)
R1	Experience with Compliance Audits for Facilities The Bidder should demonstrate using project descriptions that the Proposed Resource has recent* experience in conducting and/or providing senior review of environmental compliance audits for facilities, related to the environmental aspects referenced in Section 6.0 of the Statement of Work. *Recent is defined as within the last eight (8) years of the bid closing date.	50	Points will be awarded as follows: 1 project = 10 points 2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	
R2	Experience with analysis of an Environmental Management System The Bidder should demonstrate using project descriptions that the Proposed Resource has recent* experience in conducting and/or providing senior review for environmental management system audits, based on the ISO 14001 standard, as well as experience developing and/or reviewing/assessing procedures, protocols, frameworks, manuals, environmental management plans (EMPs) and/or other components of an Environmental Management System. *Recent is defined as within the last eight (8) years of the bid closing date.	50	Points will be awarded as follows: 1 project = 10 points 2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	
	Total Evaluated Score: (Minimum points required: 60):	/100		

TABLE D POINT RATED CRITERIA PROJECT PERSONNEL TEAM EXPERIENCE

		T		T
No.	Rated Criteria	Max Points	Points Breakdown	Cross Reference to Proposal Page No. (Bidder to complete)
R1	Experience with development of compliance tools The Bidder should demonstrate, using project descriptions that the proposed Team's Project Personnel have recent* experience in developing Standard Operating Procedures, Management Plans, Emergency Response Plans, best management practices and/or other compliance management tools related to the environmental aspects referenced in Section 6.0 of the Statement of Work. *Recent is defined as within the last four (4) years of the bid closing date.	50	Points will be awarded as follows: 1 project = 10 points 2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	
R2	Experience with analysis of an Environmental Management System The Bidder should demonstrate, using project descriptions that the proposed Team's Project Personnel have recent* experience developing and/or reviewing/assessing procedures, protocols, frameworks, manuals, environmental management plans (EMPs) and/or other components of an Environmental Management System. *Recent is defined as within the last four (4) years of the bid closing date.	50	Points will be awarded as follows: 1 project = 10 points 2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	
	Total Evaluated Score: (Minimum points required: 60):	/100		

TABLE E

POINT RATED CRITERIA TECHNICAL SUPPORT PERSONNEL TEAM EXPERIENCE

No.	Rated Criteria	Max Points	Points Breakdown	Cross Reference to Proposal Page No. (Bidder to complete)
R1	Experience with development of compliance tools The Bidder should demonstrate, using project descriptions that the proposed Team's Technical Support Personnel have recent* experience providing technical or administrative support associated with the development of Standard Operating Procedures, Management Plans, Emergency Response Plans, best management practices and/or other compliance management tools related to the environmental aspects referenced in Section 6.0 of the Statement of Work. *Recent is defined as within the last four (4) years of the bid closing date.	50	Points will be awarded as follows: 1 project = 10 points 2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	
R2	Experience with analysis of an Environmental Management System The Bidder should demonstrate, using project descriptions that the proposed Team's Technical Support Personnel have recent* experience providing technical or administrative support associated with the development procedures, protocols, frameworks, manuals, environmental management plans (EMPs) and/or other components of an Environmental Management System.	50	Points will be awarded as follows: 1 project = 10 points 2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	

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*Recent is defined as within the four (4) years of the bid closing date.		
Total Evaluated Score: (Minimum points required: 60):	/100	

STREAM 2 – WILDLIFE AND HABITAT MANAGEMENT

Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

	TABLE F					
	MANDATORY CRITERIA					
No.	Mandatory Criteria	Cross Reference to Proposal Page No. (Bidder to complete)				
M1	Resource Team The Bidder MUST submit the names and CVs of its proposed resource team who will be performing the services over the course of the Standing Offer Agreement. The resource team must consist of the following four (4) resource categories: • Lead Biologist / Project Manager • Senior Biologist / Reviewer • Project Personnel • Technical Support Personnel					
M2	Lead Biologist – Certification and Experience The Bidder MUST provide proof* that the proposed Lead Biologist is a professional biologist with associated professional designation OR have a degree from a recognized post-secondary institution with specialization in biology AND possess a minimum of five (5) years' work experience describing ecosystem components such as vegetation and wildlife, and has conducted a minimum of two (2) recent** species at risk and/or migratory birds field assessments.					

	*Proof is considered to be a copy of the valid registration and must be submitted with the bid. **Recent is defined as within the last eight (8) years of the bid closing date.	
	Corporate Experience – Species at Risk/Migratory Birds Field Assessments	
М3	The Bidder MUST demonstrate using project descriptions that it has recent * experience conducting site surveys to determine the presence of any migratory birds, species at risk, species at risk habitat or critical habitat for a minimum of two (2) unrelated projects.	
	*Recent is defined as within the last eight (8) years of the bid closing date.	
	Corporate Experience – Preparation of Wildlife and Habitat Management Plans	
М4	The Bidder MUST demonstrate using project descriptions that it has recent * experience developing wildlife and habitat management plans (and/or site-specific species at risk management plans) for a minimum of two (2) unrelated projects.	
	*Recent is defined as within the last eight (8) years of the bid closing date.	

TABLE G POINT RATED CRITERIA LEAD BIOLOGIST / PROJECT MANAGER PROPOSED RESOURCE NAME: **Cross Reference** to Proposal Page Max **Rated Criteria** No. **Points Breakdown** No. **Points** (Bidder to complete) **Experience with wildlife and** habitat assessments Points will be awarded as follows: R1 50 The Bidder should demonstrate, using project 1 project = 10 points descriptions that the Proposed 2 projects = 20 points Resource has recent* 3 projects = 30 points

	experience in conducting field assessments and wildlife surveys similar in scope to those described in Section 5.1.10 of the Statement of Work. Species at risk and critical habitat experience should be emphasized.		4 projects = 40 points 5 projects or more = 50 points	
	*Recent is defined as within the last eight (8) years of the bid closing date.			
R2	Experience with the development of Wildlife and Habitat Management Plans The Bidder should demonstrate, using project descriptions that the Proposed Resource has recent* experience developing wildlife and habitat management plans (Species at Risk management plans). *Recent is defined as within the last eight (8) years of the bid closing date.	50	Points will be awarded as follows: 1 project = 10 points 2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	
	Total Evaluated Score: (Minimum points required: 60):	/100		

TABLE H **POINT RATED CRITERIA SENIOR BIOLOGIST / REVIEWER** PROPOSED RESOURCE NAME: _ Cross Reference to Proposal Page Max No. **Rated Criteria Points Breakdown** No. **Points** (Bidder to complete) Experience with wildlife and habitat assessments Points will be awarded as follows: R1 50 The Bidder should demonstrate, using project 1 project = 10 points descriptions that the Proposed 2 projects = 20 points 3 projects = 30 points Resource has recent*

	experience in conducting and/or providing senior review of field assessments and wildlife surveys similar in scope to those described in Section 5.1.10 of the Statement of Work. Species at risk and critical habitat experience should be		4 projects = 40 points 5 projects or more = 50 points	
	*Recent is defined as within the last eight (8) years of the bid closing date.			
R2	Experience with the development of Wildlife and Habitat Management Plans The Bidder should demonstrate, using project descriptions that the Proposed Resource has recent* experience developing and/or providing senior review of wildlife and habitat management plans (Species at Risk management plans). *Recent is defined as within the last eight (8) years of the bid closing date.	50	Points will be awarded as follows: 1 project = 10 points 2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	
	Total Evaluated Score: (Minimum points required: 60):	/100		

	TABLE I				
POINT RATED CRITERIA PROJECT PERSONNEL					
TEAM EXPERIENCE					
No.	Rated Criteria	Max Points	Points Breakdown	Cross Reference to Proposal Page No. (Bidder to complete)	
R1	Experience with wildlife and habitat assessments The Bidder should	50	Points will be awarded as follows:		

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	demonstrate, using project descriptions that the proposed Team's Project Personnel have recent* experience in conducting field assessments and wildlife surveys similar in scope to those described in Section 5.1.10 of the		1 project = 10 points 2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	
	Statement of Work. Species at risk and critical habitat experience should be emphasized.			
	*Recent is defined as within the last four (4) years of the bid closing date.			
	Experience with the development of Wildlife and Habitat Management Plans		Points will be awarded as follows: 1 project = 10 points	
R2	The Bidder should demonstrate, using project descriptions that proposed Team's Project Personnel have recent* experience developing wildlife and habitat management plans (Species at Risk management plans).	50	2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	
	*Recent is defined as within the last four (4) years of the bid closing date.			
	Total Evaluated Score: (Minimum points required: 60):	/100		

TABLE J					
POINT RATED CRITERIA TECHNICAL SUPPORT PERSONNEL					
TEAM EXPERIENCE					
No.	Rated Criteria	Max Points	Points Breakdown	Cross Reference to Proposal Page No. (Bidder to complete)	
R1	Experience with wildlife and habitat assessments The Bidder should	50	Points will be awarded as follows:	. ,	

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	demonstrate, using project descriptions that the proposed Team's Technical Support Personnel have recent* experience providing technical or administrative support associated with the completion of field assessments and wildlife surveys. Species at risk and critical habitat experience should be emphasized.		1 project = 10 points 2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	
	*Recent is defined as within the last four (4) years of the bid closing date.			
R2	Experience with the development of Wildlife and Habitat Management Plans The Bidder should demonstrate, using project descriptions that the proposed Team's Technical Support Personnel have recent* experience providing technical or administrative support associated with the development of wildlife and habitat management plans (Species at Risk management plans). *Recent is defined as within	50	Points will be awarded as follows: 1 project = 10 points 2 projects = 20 points 3 projects = 30 points 4 projects = 40 points 5 projects or more = 50 points	
	the last four (4) years of the bid closing date. Total Evaluated Score:			
(N	Minimum points required: 60):	/100		