



<p><b>RETURN BIDS TO:</b> <b>RETOURNER LES SOUMISSIONS À:</b></p> <p><b>Bid Receiving - Environment Canada</b> <b>/ Réception des soumissions – Environnement Canada</b></p> <p><b>Electronic Copy:</b></p> <p>ec.soumissions-bids.ec@ec.gc.ca</p> <p>Bid Solicitation No. 5000054369</p> <p><b>BID SOLICITATION</b> <b>DEMANDE DE SOUMISSIONS</b></p> <p><b>PROPOSAL TO: ENVIRONMENT CANADA</b></p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p><b>SOUSSION À:</b> <b>ENVIRONNEMENT CANADA</b></p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p><b>Title – Titre</b> <b>Production of a Guide/Manual on In-situ Burning for Oil Spill Response</b></p>	
	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000054369</b></p>	
	<p><b>Date of Bid solicitation (2021-08-31) – Date de la demande de soumissions (2021-08-31)</b></p>	
	<p><b>Bid Solicitation Closes (2021-09-27) - La demande de soumissions prend fin (2021-09-27)</b></p> <p>at – à 2:00 P.M. on – le 2021-09-27</p>	<p><b>Time Zone – Fuseau horaire</b></p> <p>EDT</p>
	<p><b>F.O.B – F.A.B</b> <b>Destination</b></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> <b>Aurora Hudson</b> <b>Aurora.hudson@ec.gc.ca</b></p>	
	<p><b>Telephone No. – N° de téléphone</b> <b>1 (819) 300-0314</b></p>	<p><b>Fax No. – N° de Fax</b></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> <b>See Herein</b></p>	
	<p><b>Destination - of Services / Destination des services</b> <b>See Herein</b></p>	
	<p><b>Security / Sécurité</b> <b>There is no security requirement associated with this requirement.</b></p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	



	<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b></p> <p><b>Signature</b> <span style="float: right;"><b>Date</b></span></p>
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**TITLE: Production of a Guide/Manual on In-situ Burning for Oil Spill Response**

**PART 1 - GENERAL INFORMATION**

**1. Introduction**

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include a Financial Bid Presentation Sheet and Mandatory Technical Criteria And Point Rated Technical Criteria

The Annexes include the Statement of Work and the Basis of Payment,

**2. Summary**

- 2.1 Environment Canada has a requirement for the development of a state-of-the-art, scientific-based, in-situ burn manual for oil spill response as detailed in the Statement of Work, Annex A to the bid solicitation.

The period of the contract is from contract award to March 31, 2023.

- 2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.
- 2.4 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP) and the Canadian Free Trade Agreement (CFTA).

**3. Debriefings**

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



## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

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

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

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

**Under “Text” at 02:**

**Delete:** “Procurement Business Number”

**Insert:** “Deleted”

**At Section 02 Procurement Business Number**

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** In its entirety

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

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 07 Delayed Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

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

**Delete:** In its entirety

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

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

**Delete:** In their entirety

**Insert:** “Deleted”

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

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

**Insert:** “Deleted”

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

**Delete:** In its entirety

**Insert:** “Deleted”

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

**Delete:** “sixty (60) days”



**Insert:** "one hundred and twenty (120) days"

### **1.1 PWGSC SACC Manual Clauses**

A7035T (2007-05-25), List of Proposed SubContractors

## **2. Submission of Bids**

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

## **3. Former Public Servant – Competitive Bid**

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

### **Definitions**

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

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

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

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

### **Former Public Servant in Receipt of a Pension**

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



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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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



## **5. Applicable Laws**

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

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

## **6. Basis for Canada's Ownership of Intellectual Property**

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

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





## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Section I: Technical Bid 1 soft copy in PDF format by e-mail

Section II: Financial Bid 1 soft copy in PDF format by e-mail

Section III: Certifications 1 soft copy in PDF format by e-mail

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

#### **Note for electronic submission of bids:**

In order to be considered, bids must be received no later than 1400h (2 p.m.) (Eastern Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [ec.soumissions-bids.ec@ec.gc.ca](mailto:ec.soumissions-bids.ec@ec.gc.ca)

Attention: Aurora Hudson

Solicitation Number: 5000054369

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

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

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's



responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

## **Section I: Technical Bid**

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

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

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

## **Section II: Financial Bid**

- 1.1** Bidders must submit their financial bid in accordance with Attachment 1 to Part 3 - Financial Bid Presentation. The total amount of Applicable Taxes must be shown separately.
- 1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.3** Bidders must submit their prices and rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- 1.4 Price Breakdown**

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.

The professional fees must include the total estimated cost of all travel and living expenses that may need to be incurred for:

- (i) Work described in Part 6, Resulting Contract of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws-lois.justice.gc.ca/eng/acts/N-4/>;
- (ii) travel between the successful bidder's place of business and the NCR; and
- (iii) the relocation of resources

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

- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.



- (c) **Materials and Supplies (if applicable):** The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) **Subcontracts (if applicable):** The bidders should identify all of the proposed subContractors and provide in their financial bid for each one a price breakdown.
- (e) **Other Direct Charges (if applicable):** The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 6 of the bid solicitation.
- (f) **Applicable Taxes:** The bidders should indicate the Applicable Taxes separately.

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

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

**1.6 Other clauses**

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

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.



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

**1.0** The Bidder must complete this Financial Bid Presentation Sheet and price breakdown. Both documents must be included in its financial bid.

<b>Deliverable No.</b>	<b>Deliverables Description</b>	<b>Date Due</b>	<b>% of Total Bid Price</b>	<b>All inclusive Cost (CAD)</b>
1	Project management plan for the design and writing of the guidance documents comprehensive Table of contents and outline/concept, draft literature review outline.	January 5, 2022	17%	\$_____
2	Final Literature Review Report.	March 1, 2022	16%	\$_____
3	1 <sup>st</sup> Drafts of the guidance documents and job aids.	April 30, 2022	17%	\$_____
4	2 <sup>nd</sup> Drafts of the guidance documents and job aids.	August 30 , 2022	25%	\$_____
5	3 <sup>rd</sup> Drafts of the guidance documents and job aids.	October 30, 2022	10%	\$_____
6	Final drafts of guidance documents and job aids.	January 15 2023	10%	
7	Contractor consultation, review and provision of revised high quality material as required during ECCC manual production.	March 20, 2023	5%	\$_____
Total Evaluated Cost excluding Taxes: (Add 1 to 7)				
Taxes				



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1.0 Evaluation Procedures

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

### 1.1 Technical Evaluation

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

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

### 1.2 Financial Evaluation

#### 1.2.1 Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

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

Mandatory Financial Criteria		Yes/No
MF1	The total cost proposed by the Bidder must not exceed \$280,000 excluding taxes.	

#### 1.2.2 Evaluation of Price

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

- 1.2.3 For bid evaluation and Contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3.

## 2. Basis of Selection

### 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;
  - (b) meet all mandatory criteria and mandatory financial criteria; and
  - (c) obtain the required minimum of 77 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 110 points.



2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 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%)

	<b>Bidder</b>		
	Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>	115/135	89/135	92/135
<b>Bid Evaluated Price</b>	\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>			
<b>Technical Merit Score</b>	$115/135 \times 70 = 59.62$	$89/135 \times 70 = 46.15$	$92/135 \times 60 = 47.70$
<b>Pricing Score</b>	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
<b>Combined Rating</b>	84.16	73.15	77.70
<b>Overall Rating</b>	<b>1st</b>	<b>3rd</b>	<b>2nd</b>



**ATTACHMENT 1 TO PART 4,  
MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA**

**Technical Evaluation**

**1.1.1 Mandatory Technical Criteria**

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
<b>M1</b>	<p>The Bidder must demonstrate in its bid a minimum of ten (10) years experience, within the last 16 years working in the field of oil spill response, <b>specifically related to in situ burning</b>, and the provision of operational oil spill preparedness and response advice. This experience must be demonstrated by providing a list of sample projects (to a maximum of 20 projects total) for which the Bidder or a member of the proposed team was the primary Contractor/researcher. This list must include, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>i. Project title or spill event;</li> <li>ii. Client name and contact info (to verify information provided);</li> <li>iii. Duration of the project (start and end dates);</li> <li>iv. Description of the work completed, including roles and responsibilities.</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M2</b>	<p>A minimum of three (3) of the projects provided in M1 must demonstrate the Bidder's experience creating guidance documents (guidelines, operations manuals, planning documents) for the use of oil spill response practitioners and must have been completed within the last 10 years.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>M3</b>	<p>The Bidder must provide in its bid a workplan to complete the Work described in the statement of Work, Annex A. The workplan must include, at a minimum, the following elements:</p> <ul style="list-style-type: none"> <li>i. Identify the proposed team;</li> <li>ii. Assign responsibilities/tasks to each team member;</li> <li>iii. Provide estimated timelines for completion of each task, including milestones;</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No	



Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
	iv. Describe the methodology and approach that will be used to complete each task and carry out the objectives of the Work; v. Identify any assumptions and risks and how they will be addressed.		
<b>M4</b>	The Bidder must provide in its bid a curriculum vitae (CV) for each member of the team proposed in M3. The CVs must include, at a minimum, the following information: i. Name ii. Qualifications iii. Years of experience iv. Relationship to the Bidder v. Relevant publications  The CVs must cross-reference and confirm the information provided in response to the mandatory and rated criteria.	<input type="checkbox"/> Yes <input type="checkbox"/> No	





### 1.1.2 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain a minimum overall number of points equal to **70%** of the available points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

#### Point Rated Technical Criteria

The criteria contained herein will be used by ECCC to evaluate each proposal that has met all of the mandatory criteria. Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. ECCC's assessment will be based solely on the information contained within the proposal. ECCC may confirm information or seek clarification from bidders.

The points to be awarded for each rating criteria are assessed against the indicators described.

A minimum score of 70% (77 points) is required to qualify. In addition, minimums are indicated for the project team experience (R2).

Item	Rated Requirements	Points Allocation	Max Points	Min Points	Demonstrated Compliance, cross reference to Resume
R1	The proposed Workplan (M3) should demonstrate a clear approach and methodology to complete the Work described in Annex A, as well as a clear understanding of the requirements.	<p>The following rating scheme will be used to evaluate this criterion:</p> <p>The proposed Workplan is has a logical methodology and a detailed approach that includes well-defined steps and elements. The Workplan includes highly relevant challenges and risks and methods of addressing them have been described in detail. The bidder demonstrates a clear understanding of the requirement. <b>30 points</b></p> <p>The proposed Workplan has a logical methodology and an approach that includes defined steps and elements but detail is lacking. The Workplan includes challenges and risks and methods of addressing them have been described but detail is lacking and some may not be relevant. The bidder</p>	30	10	



Item	Rated Requirements	Points Allocation	Max Points	Min Points	Demonstrated Compliance, cross reference to Resume
		<p>demonstrates an understanding of the requirement.</p> <p style="text-align: right;"><b>20 points</b></p> <p>The proposed Workplan has a methodology and an approach that includes some steps and elements but not all steps are in logical order, or there are gaps and detail is lacking. The Workplan's challenges and risks are not well-developed or methods of addressing them are not included or relevant. The bidder demonstrates a minimal understanding of the requirement.</p> <p style="text-align: right;"><b>10 points</b></p> <p>The proposed Workplan has a methodology and an approach that has minimal steps and most elements are not identified. The Workplan does not include challenges and risks or ways of addressing them. The bidder does not demonstrate any understanding of the requirement.</p> <p style="text-align: right;"><b>5 points</b></p> <p>The proposed Workplan has a methodology and approach that does not have steps and elements are not identified. The Workplan does not include challenges, risks and ways of addressing them. The bidder does not demonstrate any understanding of the requirement.</p> <p style="text-align: right;"><b>0 points</b></p>			
<b>R2</b>	<b>Project Team Experience</b>				
<b>R2.1</b>	The proposed Project Manager identified in the work plan should demonstrate the relevant project experience to manage projects of this nature. The bidder must identify the number of years of experience the	<p>Points will be allocated as follows (minimum of 5 years experience required):</p> <p>less than 5 years – Bidder will be deemed non-responsive and given no further consideration.</p> <p>5 - 10 years of experience:</p>	<b>20</b>	<b>5</b>	



Item	Rated Requirements	Points Allocation	Max Points	Min Points	Demonstrated Compliance, cross reference to Resume
	resource has managing projects <b>concerning oil spill response</b> , cross-listed against the CV provided.	<p style="text-align: right;"><b>5 points</b></p> <p>&gt;10-15 years of experience: <b>10 points</b></p> <p>&gt;15-20 years of experience: <b>15 points</b></p> <p>&gt;20 years of experience: <b>20 points</b></p>			
<b>R2.2</b>	The proposed project team, excluding the Project Manager, should demonstrate the experience required to prepare scientific documents. The bidder must identify the combined total number of years of experience of all of the project team members in the preparation of scientific documents and papers as well as scientific manuals, cross-listed against the CV provided.	<p>Points will be allocated as follows (minimum of 5 years experience required):</p> <p>less than 5 years – Bidder will be deemed non-responsive and given no further consideration.</p> <p>5 - 10 years of experience: <b>5 points</b></p> <p>&gt;10-15 years of experience: <b>10 points</b></p> <p>&gt;15-20 years of experience: <b>15 points</b></p> <p>&gt;20 years of experience: <b>20 points</b></p>	<b>20</b>	<b>5</b>	
<b>R2.3</b>	The proposed Project Manager identified in the work plan should demonstrate the experience relevant to <b>in situ burning of spilled oil</b> necessary to generate the appropriate document content. The bidder must identify the projects concerning <b>in situ burning of spilled oil</b> as a significant contributor, cross-listed against the CV provided.	<p>Points will be allocated as follows (minimum of 5 years experience required):</p> <p>less than 5 years – Bidder will be deemed non-responsive and given no further consideration</p> <p>5 - 10 years of experience: <b>5 points</b></p> <p>&gt;10-15 years of experience: <b>10 points</b></p> <p>&gt;15-20 years of experience: <b>15 points</b></p> <p>&gt;20 years of experience: <b>20 points</b></p>	<b>20</b>	<b>5</b>	
<b>R2.4</b>	The proposed project team, excluding the Project Manager, should demonstrate the experience relevant to <b>in situ burning of spilled oil</b>	<p>Points will be allocated as follows (minimum of 5 years experience required):</p>	<b>20</b>	<b>5</b>	



Item	Rated Requirements	Points Allocation	Max Points	Min Points	Demonstrated Compliance, cross reference to Resume
	<p>necessary to generate the appropriate document content. The bidder must identify the combined total number of years of experience of all of the project team members on projects concerning <b>in situ burning of spilled oil</b> as a significant contributor, cross-listed against the CV provided. See key sampling terms in Annex A, 5 Scope</p>	<p>Less than 5 years – Bidder will be deemed non-responsive and given no further consideration.</p> <p>5 - 10 years of experience: <b>5 points</b></p> <p>&gt;10-15 years of experience: <b>10 points</b></p> <p>&gt;15-20 years of experience <b>15 points</b></p> <p>&gt;20 years of experience: <b>20 points</b></p>			
	<b>Total Points Available:</b>		<b>110</b>		
	<b>Minimum Points Required</b>		<b>77</b>		



## **PART 5 - CERTIFICATIONS**

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

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

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

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

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

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

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

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

### **2. Additional Certifications Required Precedent to Contract Award**

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

#### **2.1 Status and Availability of Resources**

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

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



Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

## **2.2 Education and Experience**

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



## **PART 6 - RESULTING CONTRACT**

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

### **Title: Production of a Guide/Manual on In-situ Burning for Oil Spill Response**

#### **1. Statement of Work**

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

#### **2. Standard Clauses and Conditions**

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

##### **2.1 General Conditions**

2010B (2020-05-28), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

##### **At Section 12 Transportation Costs**

**Delete:** In its entirety

**Insert:** "Deleted"

##### **At Section 13 Transportation Carriers" Liability**

**Delete:** In its entirety.

**Insert:** "Deleted"

##### **At Section 18, Confidentiality:**

**Delete:** In its entirety

**Insert:** "Deleted"

##### **Insert Subsection: "35 Liability"**

"The Contractor is liable for any damage caused by the Contractor, its employees, subContractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

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

##### **Canada to own Intellectual Property rights in Copyright**

##### **At Section 19 Copyright**

**Delete:** In its entirety

**Insert:**

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



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

#### **At Section 06 Subcontracts**

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

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

#### **At Section 19 Copyright**

**Delete:** In its entirety

**Insert:** "Deleted"

### **2.2 Supplemental General Conditions**

The following supplemental general conditions apply to and form part of the Contract:

4007 (2010-08-16), *Canada to own Intellectual Property Rights in Foreground*

#### **3. Security Requirement**

**3.1** There is no security requirement applicable to this Contract.

#### **4. Term of Contract**





**4.1 Period of the Contract**

The period of the Contract is from date of Contract to March 31, 2023 inclusive.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Aurora Hudson  
Title: Procurement Officer  
Environment and Climate Change Canada  
Procurement and Contracting Division  
Address: 200 Boulevard Sacre-Coeur, Gatineau, QC K1A 0H3

Telephone: 819-300-0314  
E-mail address: [aurora.hudson@ec.gc.ca](mailto:aurora.hudson@ec.gc.ca)

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

**5.2 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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

**5.3 Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_



## 6. Proactive Disclosure of Contracts with Former Public Servants

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

## 7. Payment

### 7.1 Basis of Payment

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

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

### 7.2 Limitation of Expenditure

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

whichever comes first.

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

### 7.3 PWGSC SACC Manual Clauses

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

### 7.4 Time Verification

C0711C (2008-05-12) Time Verification



## 8. Invoicing Instructions

### 8.1 Milestone Payments

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

- (a) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

## 9. Certifications

### 9.1 Compliance

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

## 10. Applicable Laws

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

## 11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010B General Conditions - Professional Services (Medium Complexity) (2020-05-28) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid - if the bid was clarified or amended, insert at the time of contract award, as clarified on \_\_\_\_\_ or as amended on \_\_\_\_\_ and insert date(s) of clarification(s) or amendment(s)*).

## 12. Insurance

PWGSC SACC Manual clause G1005C (2016-01-28) Insurance



## **ANNEX A STATEMENT OF WORK**

### **1. Background Information**

Environment and Climate Change Canada (ECCC) has a mandate under the Government of Canada's legislative and policy framework on environmental emergencies to protect the environment and reduce the effects of spills of hazardous materials. As part of this responsibility, ECCC provides scientific and technical advice to responders on the fate and behavior of oil released in the environment, and response options to clean up and mitigate the impact. One vehicle for making information on response measures broadly available is through the development of manuals, guides and response tools targeted to specific sectors within the broader scope of oil spill response. Past examples of publications by ECCC include:

- Guidelines on the Use and Acceptability of Oil Spill Dispersants, 1984
- Disposal Options for Recovered Bitumen, 1999
- In-situ Burning: A Cleanup Technique for Oil Spills on Water, 2000
- Guidelines for Selecting Shoreline Treatment Endpoints for Oil Spill Response, 2007
- A Field Guide to Oil Spill Response on Marine Shorelines, 2016
- Shoreline Cleanup Assessment Technique (SCAT) Manual, 3<sup>rd</sup> edition, 2018

For more than three (3) decades, ECCC has carried out an extensive and on-going research and development (R&D) program on in-situ burning as an effective and environmentally responsible oil spill response technique. The internationally recognized studies included lab-scale R&D, outdoor meso-scale pan burns, multi-agency field studies in Mobil Bay AL, and the benchmark full-scale NOBE demonstration field trial (1993) conducted in the Newfoundland offshore. Much of the knowledge gained from the R&D studies has been reported in hundreds of peer-reviewed conference proceedings and journal papers by ECCC and others.

In 2000, ECCC prepared a publication that condensed the knowledge current to that date titled "In-situ Burning: A Cleanup Technique for Oil Spills on Water". Since that time, significant developments have occurred. Since 2000, studies have continued including R&D on responder health and safety, results from more than 400 operational burns as part of the response to the Macondo spill in 2010, and subsequent research efforts on in-situ burning funded by the US Bureau of Safety and Environmental Enforcement. In addition, industry has conducted significant study on in-situ burning as part of the Joint Industry Program on Arctic Oil Spill Response Technology. A current need exists to update the ECCC's 2000 in-situ burning publication to incorporate the learnings of the past twenty years.

### **2. Emergencies Science and Technology Section (ESTS)**

The Emergencies Science and Technology Section (ESTS) of the Science and Technology Branch is the ECCC Scientific/Technical Authority for providing scientific and technical support on in-situ burning of spilled oil as a potential countermeasure for environmental emergencies. Through a long history of research and providing support to emergencies response to fulfil the ECCC mandate, ESTS has developed the knowledge and expertise to provide oversight on the development of targeted guidance documents that will support the update of an in-situ burning guidebook for government regulators during a response and recovery of an oil spill.

ESTS has managed similar collaborative projects to produce guidance manuals in the past, most recently the Shoreline Cleanup Assessment Technique (SCAT) Manual, 3<sup>rd</sup> ed., (2018), Field Guide to Oil Spill Response on Marine Shorelines (2016) and currently under development, the Field Guide for Freshwater Response to Oil Spills (in press).



### **3. Rationale for Scientific/Technical Group of Experts**

To address the needs of lead response authorities and planners related to the use of in-situ burning as a potential response countermeasure within an operational response framework, there is a requirement to consolidate existing knowledge in a targeted summary guidance document. To produce the required guidance materials, ECCC's ESTS requires the services of scientific/technical experts with significant experience in general oil spill preparedness, response and recovery, as well as significant specialized expertise related to the needs, assessment, design and implementation of an in-situ burning program to address a range of complex objectives encountered during an oil spill response and recovery. The work includes, but is not limited to, the following:

- Prepare a project management plan;
- Prepare a comprehensive Table of Contents and an outline/concept of the planned guidance document;
- Review existing guides, academic literature, and relevant publications to update the current state-of knowledge;
- Write the guidance document;
- Prepare job aids (e.g. decision flowcharts, objectives, checklists, request forms, SOPs);
- Revise drafts based on feedback from reviews;
- Design of a publishing format for the manual;
- Preparation of the final Guide in English language; and,
- Consultation and review during ECCC's preparation of the published final guide.

The completed manual, including job aids and forms, must be provided in electronic format and submitted to ECCC in print-ready form using current Government of Canada publication criteria in English.

### **4. Objective**

The objective of this contract is to develop a reference document that is intended to be a state-of-the-art, scientific-based, in-situ burn manual for oil spill response. The intention is to cover a wide range of subject matter such as establishing in-situ burn program objectives within a command regime, the design and implementation of an in-situ oil spill burn program for oil spill response, science to support net environmental benefit decisions, science-based environmental monitoring, and responder/public health and safety. The document will provide government agency's oil spill responders with the core knowledge and technical support tools necessary to inform the planning, preparation, and considerations for the implementation of an in-situ burn program in support to a spill incident. The document will update and expand ECCC's 2000 in-situ burn publication by drawing from existing publications, both internal and external to government, and synthesizing the information and best practices into a useable reference document of new, state-of-the-art, knowledge.

ECCC seeks the services of a scientific/technical expert, or a team of experts, to produce a guidance document on an in-situ burn program for oil spill response and recovery in Canada, including supporting job aids. The scientific/technical expert, or group of experts, must have significant experience in general oil spill preparedness, response and recovery, as well as significant specialized expertise related to the needs, assessment, design and implementation of an in-situ burning program to address a range of complex objectives encountered during an oil spill response and recovery. ECCC will be the Scientific/Technical Authority to specify the requirements and provide oversight for the development of the new guidance document.

### **5. Scope**

The scientific/technical expert, or team of experts, will provide scientific expertise on the use of in-situ burning within the context of general oil spill preparedness for oil spill response and recovery in Canada. The guidance document or manual must provide government decision-makers and planners with core



knowledge and technical support tools. The technical support tools are necessary to inform the planning, preparation, and technical considerations for the implementation of a comprehensive in-situ burn program to address a broad range of issues relevant to a spill response and recovery operation.

Key in-situ burn terms to inform the team of scientific/technical experts in the scope of the guide are presented:

- government regulators informing the responsible party and the decision-makers within a response command system and recovery regime;
- objectives, design and implementation of an in-situ burn program,
- science-based approach to support net environmental benefit decisions (risk assessment), environmental monitoring, and responder/public health and safety;
- in-situ burning and implications on the response phase, recovery phase, and long-term recovery;
- incorporating local expertise;
- real-time detection and monitoring, and plume characterization/tracking to support operational decision makers;
- offshore and nearshore marine environment;
- inland water burn, application to oiled vegetation, wetlands, peat, bogs, fens as a countermeasure;
- application to Arctic environment including in ice-infested - water, along ice cover shoreline;
- personnel training and competency measures;
- equipment required and response tactics;
- spill-of-opportunity in-situ burn program to support the response and recovery regimes; and,
- short and long term monitoring on the impact to sensitive environment and damage assessment including but not limited to shoreline, intertidal and bottom sediment, habitat, biota, benthos, commercial and sport fisheries, public facilities, etc.

The successful Contractor(s) must consult with ECCC during the development of the project management plan to ensure that the breadth of topics addressed in the manual is consistent with ECCC priorities.

## **6. Tasks/Deliverables**

The tasks and deliverables will extend over the two (2) fiscal years 2021/22 and 2022/23. In 2022/23 the final version of the guide must be provided to ECCC for internal production of the guide to Government of Canada standards. The contract period will begin on the date the contract is awarded and ends on March 31<sup>st</sup>, 2023.

The first fiscal year 2021/22 must include the following:

- The project management plan and design of project timelines, tasks, and deliverables to ensure the document is produced within the defined timeframe;
- Prepare comprehensive Table of Contents and outline/concept of the planned Guide;
- A draft literature review;
- The final literature review report must be submitted in fiscal year 2021/22; and
- In 2021/22, the preparation of the 1<sup>st</sup> draft.

In 2022/23, the following is required:

- Editing and production of the 2nd draft, as well as job aids drafts;
- 3rd draft, and the final version must be completed, as well as job aids;
- In 2022/23, the completed English manual and job aids from the contract will be produced internally by ECCC to Government of Canada publication standards; and
- The Contractor must be available for consultation, review and provision of revised high quality photos, graphic, etc as required by ECCC during production of the ECCC final manual.

In consultation with the ECCC Scientific/Technical Authority, the Contractor is responsible for, but not limited to:



- Provide a project management plan for the design and writing of a guidance document on in-situ burn guidance document and the associated jobs aids. The management plan must include information on the project design, tasks, clear milestones, and deliverables, a brief description of the activities or tasks, and specify the scientific/technical lead for each task;
- Conduct a thorough literature review on the current state-of-the-art knowledge and state-of-the-application for the in-situ burn guidance. The Contractor must provide a document demonstrating the literature search and review on in-situ burn guidance, relevant scientific information/documentation reviewed for the in-situ burning of oil spills, and a list of appropriate contacts consulted for this project;
- Develop a comprehensive Table of Contents and outline/concept of the planned guidance document (e.g. types of tables, figures, etc.);
- Provide a draft of the guidance document and job aids, including the appropriate text, graphics, photographs, All figures and tables to be used in the document(s) and in the job aids must be in a format that can be edited. Delivery of the draft must be in electronic format, MS Word 2016 or later, to the Scientific/Technical Authority for review/approval;
- Provide the final set of guidance documents and revised job aids, including any corrections requested by the ECCC’s Scientific/Technical Authority of the draft. The submission must be in electronic version in MS Word 2016 or later. All the pictures, and graphics must be presented in jpg or other print-quality, high resolution format; and
- The Contractor must be available for consultation, review and provision of revised high quality photos, graphic, etc if required by ECCC during production of the ECCC final manual.

The following table presents the deliverables and timeframes.

<b>Deliverable</b>	<b>Due Date</b>
	<i>Fiscal 21/22</i>
Project management plan for the design and writing of the guidance documents, comprehensive Table of contents and outline/concept, draft literature review outline	January 5, 2022
Final Literature Review Report	March 1, 2022
	<i>Fiscal 22/23</i>
1 <sup>st</sup> Drafts of the guidance documents and job aids	April 30, 2022
2 <sup>nd</sup> Drafts of the guidance documents and job aids	August 30, 2022
3 <sup>rd</sup> Drafts of the guidance documents and job aids	October 30, 2022
Final drafts of guidance documents and job aids	January 15, 2023
Contractor consultation, review and provision of revised high quality material as required during ECCC manual production	March 20, 2023

## 7. Meetings

At a minimum, the Contractor must:

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

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



- The overall project management plan;
- A list of the work that was scheduled to be completed during the reporting period;
- Identification of problem areas, if any;
- Any action required by ESTS or the Scientific/Technical Authority;
- Meeting minutes; and,
- Other important information deemed appropriate.

## **8. Responsibilities of the Scientific/Technical Authority**

ECCC's Scientific/Technical Authority is responsible for:

- Clarifying the work objectives and requirements, including coordinating with the Contractor to define, review, and approve timelines for tasks/deliverables;
- Reviewing the progress of tasks/deliverables and the changes to the management plan, as necessary;
- Review and approve the proposed management plan, comprehensive Table of Contents and outline/concept of the planned guidance document (e.g. types of tables, figures, etc.) for the development of the guidance documents and job aids;
- Review requested modifications where required, and approve the draft and final print ready versions of the documents and job aids;
- Production of the ECCC final guide in compliance with Government of Canada publication standards, ensuring that the guide/manual meets federal publication requirements, and printing the guide/manual.

## **9. Responsibilities of the Contractor**

The Contractor must:

- Submit all formal written working documents (e.g. meeting minutes) and deliverables to the Scientific/Technical Authority in electronic format in English Microsoft Word (MS Office 2016 or later version);
- Submit all formal written deliverables to the Scientific/Technical Authority in print-ready, electronic format in English Microsoft Word (MS Office 2016 or later version);
- A full listing of reference materials/bibliographies and data sources must be provided as formal written deliverables;
- Submit all pictures, figures, and tables in jpg or other print-quality, high resolution format that can be edited.
- Be available to discuss the status and findings of tasks/deliverables by conference call and/or meetings.

## **10. Location of Work**

The work will be performed from the Contractor's own business location. Travel costs are not anticipated and will not be reimbursed by ECCC. Should there be an unforeseen need, the contract must be amended and any travel will be in accordance with Federal Government procurement guidelines, National Joint Council Travel Directive.

## **11. Language and Reporting Requirements**

The Contractor must communicate and write project updates in English. All project update documents and reports will be produced in English. The Contractor will provide all written project update material to





Environment and Climate Change Canada Scientific/Technical Authority in computer readable version of Microsoft Word (MS Office 2016 or later version). The Contractor will prepare all figures and tables to be used in the documents.



**ANNEX B  
BASIS OF PAYMENT**

<b>Deliverable No.</b>	<b>Deliverables Description</b>	<b>Date Due</b>	<b>% of Total Bid Price</b>	<b>All inclusive Cost (CAD)</b>
1	Project management plan for the design and writing of the guidance documents comprehensive Table of contents and outline/concept, draft literature review outline	January 5, 2022	17%	\$ _____
2	Final Literature Review Report	March 1, 2022	16%	\$ _____
3	1 <sup>st</sup> Drafts of the guidance documents and job aids	April 30, 2022	17%	\$ _____
4	2 <sup>nd</sup> Drafts of the guidance documents and job aids	August 30, 2022	25%	\$ _____
5	3 <sup>rd</sup> Drafts of the guidance documents and job aids	October 30, 2022	10%	\$ _____
6	Final drafts of guidance documents and job aids	January 15, 2023	10%	
7	Contractor consultation, review and provision of revised high quality material as required during ECCC manual production	March 20, 2023	5%	\$ _____
Total Cost excluding Taxes: (Add 1 to 7)				
Taxes				
Total cost including taxes				