

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:

Bid Receiving - Environment and Climate Change Canada / Réception des soumissions - Environnement et changement climatique Canada

Electronic Copy:

soumissionsbids@ec.gc.ca Attn: Tim Pelletier, 5000058777

BID SOLICITATION DEMANDE DE SOUMISSONS

PROPOSAL TO: ENVIRONMENT AND **CLIMATE CHANGE CANADA**

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.

SOUMISSION À: ENVIRONNEMENT ET CHANGEMENT CLIMATIQUE CANADA

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).

Title - Titre

Develop an Inventory of aboveground Storage tanks and truck, rail, and marine loading equipment

EC Bid Solicitation No. /SAP No. - No de la demande de soumissions EC / Nº SAP

5000058777

Date of Bid solicitation (YYYY-MM-DD) - Date de la demande de soumissions (AAAA-MM-JJ)

December 10, 2021

Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)

at - à 2:00 P.M. EST on - le January 19, 2022 Time Zone - Fuseau horaire

Eastern Standard Time (EST)

F.O.B - F.A.B Ottawa Ontario

Address Enquiries to - Adresser toutes questions à Tim Pelletier, CD, SCMP, CFSP Senior Procurement Officer Timothy.pelletier@ec.gc.ca

Telephone No. – Nº de téléphone Fax No. – Nº de Fax

Delivery Required (YEAR-MM-DD) - Livraison exigée (AAAA-MM-JJ)

May 31, 2022

Destination of Services / Destination des services 351 St. Joseph Blvd. Gatineau QC

Security / Sécurité

There is no security requirement associated with this requirement.

Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. – N° de téléphone Fax No. – N° de Fax

Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) /

Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- **Part 2 Bidder Instructions**: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include, Financial Bid Presentation Sheet, Mandatory Technical Criteria And Point Rated Technical Criteria.

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

1.2 Summary

- 1.2.1 Oil, Gas and Alternative Energy Division of Environment and Climate Change Canada has a requirement to develop a comprehensive inventory of aboveground storage tanks, loading racks and large volume gasoline bulk plants/eqiupment as detailed in the Statement of Work, Annex "A" to the bid solicitation. The period of the contract is from contract signing date to March 31, 2022.
- 1.2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003 (2020-05-28).
- 1.2.3 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.

- 1.2.4 The requirement is subject to the provisions of the following trade agreements:
 - Canadian Free Trade Agreement (CFTA),
 - Canada–Chile Free Trade Agreement
 - Canada-Korea Free Trade Agreement (CKFTA)
 - Canada-Honduras Free Trae Agreement
 - Canada-Panama Free Trade Agreement
 - Canada-Columbia Free Trade Agreement.
- 1.2.5 This procurement is not subject to Comprehensive Land Claims Agreement(s) (CLCAs).
- 1.2.6 This procurement is not set aside under the federal government's Procurement Strategy for Aboriginal Business.

1.3. 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

2.1. 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 PSPC/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 and Climate Change Canada as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation:"

At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada"

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

Delete: In its entirety

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"

2.2 Submission of Bids

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

2.3 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 FPSs, 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 <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 Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs 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: 2019-01 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.

2.4 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.

2.5 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.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least eight (8) business days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Basis for Canada's Ownership of Intellectual Property

- 2.7.1 Environment and Climate Change Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the Policy on Title to Intellectual
 Property Arising Under Crown Procurement Contracts:
 - 2.7.2.1 the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination;

2.8 Bid Challenge and Recourse Mechanisms

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1. Bid Preparation Instructions

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

Section I: Technical Bid (one (1) soft digital emailed copy in PDF format),

Section II: Financial Bid (one (1) soft digital emailed copy in PDF format),

Section III: Certifications (one (1) soft digital emailed copy in PDF format),

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

Note for electronic submission of bids:

In order to be considered, bids must be received by 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: soumissionsbids@ec.gc.ca

Attention: Tim Pelletier

Solicitation Number: 5000058777

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.

Section II: Financial Bid

- 3.1.1 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.
- 3.1.2 Bidders must submit their rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

3.2. Price Breakdown

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

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

providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.

- g. Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- **3.3** Bidders should include the following information in their financial bid:
 - a. Their legal name; and
 - b. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.



ATTACHMENT 1 - TO PART 3 - FINANCIAL BID PRESENTATION SHEET

The Bidder must complete this Financial Bid Presentation Sheet and include it in its financial bid.

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

Table 1 - Project Phases

Milestone No.	Deliverables	Estimated Days from contract award	Firm amount
1	Draft Project Work Plan	14 days	\$
2	Final Work Plan with gaps/issues identified	28 days	\$
3	Draft Inventory – Large Storage Tanks	110 days	\$
4	Draft Inventory – Loading Racks and Bulk Plants	110 days	\$
5	Draft Report	110 days	\$
6	Final Report	120 days	\$
	\$		
	\$		
	\$		



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.2. 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.

4.3. Financial Evaluation

4.3.1 Mandatory Financial Criteria

The maximum funding available for the Contract resulting from the bid solicitation is \$100,000.00 (Applicable taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the funding available for each fiscal period or the maximum funding available.

4.3.2 Evaluation of Price

- 1. The price of the bid will be evaluated in Canadian dollars, the Applicable Taxes excluded, Canadian customs and excise taxes included.
- 2. The volumetric data included in the Financial Bid Presentation Sheet detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 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.

4.4 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) obtain the required minimum of 76 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 102 points.

- 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.
- 8. 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).

Table 4-1, Example of combined rating calculation

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technic	al Score	115/135	89/135	92/135
Bid Evaluated F	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.7
Calculations	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.0
Combined Ratio	ng	84.17	73.15	77.7
Overall Rating		1st	3rd	2nd



ATTACHMENT 1 - TO PART 4 – MANDATORY TECHNICAL CRITERIA AND POINT RATED TECHNICAL CRITERIA

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

Table 4.2 - Mandatory Technical Criteria

Item	Mandatory Criteria	Proposal Page #	Met/ Not Met
M1	The Bidder must demonstrate that the proposed resource has at least five (5) years experience in the Oil and Gas data analysis field, within the last fifteen (15) years Where on one of the referece projects, the resource must have been the Project manager with analysis similar in nature to that		
	been the Project manager with analysis similar in nature to that of the project outlined in the Statement of Work (SoW). Submission requirement The bidder must demonstrate that they meet the requirement by providing project references using information below for the noted experience obtained within the time specified in this criterion. For each of the projects referenced, Bidder must provide: a. Project Number b. Client organization / Project Name c. Duration: Start Date / End Date d. Total level of effort: (# years/# months) a. Bidders MUST account for all overlapping projects and ensure that the level of work effort is accurate e. role and contribution to each project justifying the experience claimed for the resource (define in the proposed resource resume)		

1.2 Point Rated Technical Criteria

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

Bids, which fail to obtain the required minimum number of points specified, will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Proposals that do not obtain a minimum of 76/102 points will not be evaluated any further.

Table 4.3 - Point-Rated Technical Criteria

Item	Rated Criteria	Maximum Score
R1	Understanding of Objectives, Scope and Background The Bidder should demonstrate understanding of the project's objectives, scope and the relevant policy issues involved in the Objectives, Scope and Background section in its proposal. The demonstrated understanding of the objectives, scope and background can be shown by providing a summary of understanding and will be awarded points as follows: (12) Excellent means that bidder has demonstrated understanding by providing a summary of background, objective statement and demonstrating how it will assist ECCC in the background and Scope statement included ALL of the following: a. Full inventory of tanks, containing petroleum liquid: i. Location by provinceHow many tanks in each province? ii. Proximity to populated/urban regions. iii. Site locations such as refineries, upgraders, large and small terminals or petrochemical plants. b. Type of product in the tanks;	Score
	c. Control Systems; and d. Size (10) Good means that the bidder has demonstrated understanding by providing a summary of background, objective statement demonstrating how it will assist ECCC in the background and Scope statement included 3 out of the 4 scope items above.	12
	(8) Adequate means that the bidder has demonstrated understanding by providing a clear objective showing how it will achieve the scope and included 3 of 4 scope items above, but failed to provide a background summary.(6) Sufficient means that the bidder has demonstrated understanding by	
	providing a good background but objective was not clear. (4) Inadequate means that the bidder failed to provide an objective, or background and only included 2 of the 4 Scope items above.	
	(2) Not evident means that the bidder failed to provide an objective and background staements and did not include a complete Scope statement.	
	(0) Not addressed means that the bidder failed to provide any of the Scope items.	
R2	Project Approach	
	The Bidder should demonstrate understanding of the logistical requirements to conduct the project successfully. The Bidder can demonstrate this understanding by defining an approach that is clear, detailed, reasonable and feasible.	25

R4	Qualifications of Project Manager	40
	0: Not addressed (no obstacles identified)	
	5: Not evident: identified few obstacles/problems and no solutions provided.	
	10: Inadequate: vague or incomplete recognition of problems and solutions.	
	information, but with limited mitigation methods.	
	avoidance/mitigation of each issue. 15: Adequate: complete and correct recognition of risk surrounding	
	20: Good: complete and correct recognition of problems and solutions, demonstrating a solid understanding and	
	solutions, demonstrating thoughtful details.	
	25: Excellent: comprehensive recognition of problems and	
	maintain quality control Points will be awarded as follows:	
	The Bidder should address potential obstacles or problems that may arise during this phase of the project and articulate the Bidder's strategy for addressing these obstacles or problems and	
R3	Obstacles, Problems and Quality Control	
Do		
	5. Tanks and loading racks at large bulk plants (5 points or 0)	
	 Tanks and loading racks at petrochemical plants (5 points or 0) 	
	points)	
	2. Tanks and loading racks at upgraders (5 points or 0)3. Tanks and loading racks at large and small terminals (5 or 0	
	Tanks and loading racks at refinery sites (5 points or 0) Tanks and loading racks at ungradors (5 points or 0)	
	The Bidder should outline its methodology in steps to develop inventory of tanks, loading racks and bulk plants for each of the five (5) elements identified in Annex "A", paragraph C – Scope subparagraph (1), including:	
	This approach should outline how the Bidder will meet the overall objectives of the project, identify key milestones and timelines, and describe its specific approach to accomplish each of the individual tasks contained in the Statement of Work. The Bidder should identify each step of their approach and clearly mention how these steps will contribute to meeting the objectives.	

The Bidder should demonstrate the Project Manager has led projects that involved any of the following two subjects: (a) data collection and analysis, or (b) emissions VOCs from petroleum sector Points will be awarded as follows: **2 points** per subject and per field, to a maximum of 8 points per project and maximum total of 40 points **0 points** means no projects shown in either of these fields: refineries or upgraders, ii. crude or finished product distribution **Submission requirement** The bidder should demonstrate that they meet the requirement by providing project references using information below for the referenced experience. For each of the projects referenced, Bidder should provide: a. Project Number b. Client organization / Project Name c. Duration: Start Date / End Date d. Total level of effort: (# years/# months) e. Bidders are advised that concurrent overlapping project periods are not to be counted individually f. role and contribution to each project justifying the experience claimed for the resource (define in the proposed resource resume) R4.1 Project Manager has demonstrated greater than five (5) years experience. **Submission requirement** The bidder should demonstrate that they meet the requirement by providing project references using information below for the noted experience obtained within the time specified in this criterion. For each of the projects referenced, Bidder must provide: a. Project Number b. Client organization / Project Name 10 c. Duration: Start Date / End Date d. Total level of effort: (# years/# months) e. Bidders are advised that concurrent overlapping project periods are not to be counted individually f. role and contribution to each project justifying the experience claimed for the resource (define in the proposed resource resume) This will be scored as follows: 10 points for greater than 20 years 6 points for 15 years to 19 years

	Total Points, minimum score required is 76 points	102
	For each of the projects referenced, Bidder should provide: a) Duration: Start Date / End Date b) Total level of effort: (# years/# months) c) Bidders should account for all overlapping projects and ensure that the level of work effort is accurate d) role and contribution to each project justifying the experience claimed for the resource (define in the proposed resource resume)	
	 Current tank design standards and evaporative losses (5 points or 0), or; Oil and gas product transfer and distribution (5 points or 0). 	15
	Canadian refining and upgrading sector, (5 points or 0), or; Current tools design standards and even pretive leaves (5).	
	At least one (1) team member should demonstrate work experience within the last twenty (20) years in data interpretation and collection within one (1) of the following areas:	
R5	Project Team Experience	
	2 points between 6 and 10 years	
	4 points 11 years and 14 years	



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.

5.1. Certifications Required Precedent to Contract Award

5.1.1 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.

5.1.2. 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 (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#afed) 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.

5.2. 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.

5.2.1. 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.

5.2.2. Education and Experience

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

5.3. Certifications Required with the Bid

Bidders must submit the duly completed certifications in Attachment 1 to Part 5, as part of their bid.

5.4. Set-aside for Aboriginal Business

This procurement is not set aside for aboriginal business.



Attachment 1 to Part 5, Certifications

Will attach PDF of :

- Integrity Regime, and;
 FPS form



PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1. Security Requirement

There is no security requirement in this solicitation or the resulting Contract.

6.2. Insurance Requirements

- 6.2.1 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.
- 6.2.2 The Contractor freely accepts and fully assumes all risks, dangers and hazards associated with the performance of the work under this contract and the possibility of third party and personal injury, death, property damage or loss resulting therefrom.
- 6.2.3 Without restricting the generality of the foregoing, the Contractor releases Her Majesty the Queen in right of Canada, Her Heirs, successors, officers, employees, servants, contractors and agents from all liability, and do hereby waive as against Her Majesty all recourses, claims, causes of action of any kind whatsoever, in respect of all personal injuries or property losses which the Contractor may suffer arising out of or connected with my Work under the Contract.

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

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

Title: (insert only at contract award)

7.1. Statement of Work

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

7.2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the PSPC/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.

7.2.1 General Conditions

2035 (2020-05-28), General Conditions - Professional Services (High Complexity), as modified below, apply to and form part of the Contract.

7.2.2 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

7.3. Security Requirement

There is no security requirement applicable to this Contract.

7.4. Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract to May 31, 2022, inclusive.

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Contract is not subject to Comprehensive Land Claims Agreement(s):

7.5. Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tim (him, he) Pelletier, CD, SCMP, CFSP Senior Procurement Officer Procurement & Contracting Services Environment and Climate Change Canada Office: 902-920-4479

17th Floor, 45 Alderney Drive, K'jipuktuk (Dartmouth) NS B2Y 2N6

Timothy.Pelletier@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.

7.5.2 Project Authority

The Project Authority for the Contract is:
Name: Title: Organization: Address: Telephone: Facsimile: E-mail address:
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 Project 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.
7.5.3 Invoice and administration Contact
Name: Title: Organization: Address: Telephone: Facsimile: E-mail address:
7.5.4 Contractor's Representative
Name: Title: Organization: Address: Telephone: Facsimile:
E-mail address:

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 *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.

7.7. Payment

7.7.1 Basis of Payment – Firm Price

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

7.7.2 Limitation of Price

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.

7.7.3 Time Verification

C0711C (2008-05-12), Time Verification

7.8. Invoicing Instructions

7.8.1 Milestone Payments Refrence H4012C SACC manual

H3010C - (2016-01-28), Milestone Payments without holdback

The schedule of milestones for which payments will be made in accordance with the Contract is shown Annex "B" – Basis of Payment.

7.9. Certifications and Additional Information

7.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.10. Applicable Laws

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

7.11. 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. the supplemental general conditions 4010 (2012-07-16), Services Higher Complexity;
- c. the general conditions 2035 (2020-05-28), General Conditions Higher Complexity Services;
- d. Annex A, Statement of Work;
- e. Annex B, Basis of Payment;

f.	the Contractor's bid dated	_, (insert date of bid)	(If the bid was cla	rified or amended,
	insert at the time of contract awa	<i>rd:</i> ", as clarified on _	" or ",as an	nended on
	" and insert date(s) of cl	arification(s) or amer	ndment(s)).	

7.12. Insurance

SACC Manual clause G1005C (2016-01-28), Insurance - No Specific Requirement

7.13. Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

ANNEX "A" - STATEMENT OF WORK

A. Background

On November 11, 2020, ECCC published final regulations (Reduction in the Release of Volatile Organic Compounds Regulations (Petroleum Sector)) in the Canada Gazette, Part II addressing volatile organic compound (VOC) emissions from process equipment at petroleum refineries, bitumen upgraders and integrated petrochemical facilities.

ECCC is interested to understand and gather information concerning VOC emissions from the storage and loading of petroleum liquids. This would include facilities such as refineries, upgraders, terminals, and petrochemical plants that operate large aboveground storage tanks or truck, rail, or marine loading equipment, along with bulk plants storing and transferring gasoline.

Generally, facilities with large tanks are issued "a permit to operate" from their respective provincial authorities. ECCC, however, has limited information on the product stored and the type, size, and number of tanks that are currently in operation. ECCC is seeking a contractor to develop a comprehensive inventory of all large aboveground storage tanks (larger than 4 m diameter) that are currently in operation at refineries, upgraders, terminals, and petrochemical plants, as well as an inventory of the loading racks at these facilities and of loading and storage equipment at large bulk plants.

B. Objective

The overall objective of this contract is to develop a comprehensive inventory of:

- 1) Aboveground storage tanks and loading racks at:
 - refineries:
 - upgraders;
 - · large and small terminals; and
 - petrochemical plants
- 2) Large volume gasoline bulk plants and their equipment

C. Scope

1. Elements of scope

For the petroleum sector, existing inventories of aboveground storage tanks, by type and size, may exist at the provincial level. Although national programs such as the National Pollutant Release Inventory may have certain information on emissions from aboveground storage tanks, a comprehensive inventory on a national level does not exist. ECCC is seeking a company to compile a database of all aboveground storage tanks currently being used at the following elements: a) refineries, b) upgraders, c) large and small terminals d) petrochemical facilities and c) large bulkplants.

2. Aboveground Tanks

The contractor will be responsible to prepare an inventory based on the number, size and contents (type of petroleum products stored) of petroleum storage tanks in operation in Canada that are located at the following sites:

1. Refineries

- 2. Upgraders
- 3. Large and small terminals (including finished product, refinery and crude terminals)
- 4. Petrochemical plants

The inventory shall include tanks that meet the following criteria:

- 1. Larger than 4 m in diameter or greater than 75 m³ in volume
- 2. Contain petroleum liquids with vapour pressures > 10 kPa, or vapour pressures > 3.5 kPa and > 2% w/w of benzene

The following information must be recorded for tanks:

- Capacity, diameter and height
- Product
- Type of VOC control equipment installed on the tank, if any
- GPS location and distance from fenceline to closest public dwelling
- Last internal inspection date, if readily available

3. Loading Racks

Petroleum liquid loading racks may produce substantial emissions without adequate vapour control measures at the tanker being loading.

The contractor will be responsible to prepare an inventory of all loading racks in operation in Canada with following criteria:

- 1. Loading petroleum liquids to truck, rail and/or marine
- 2. Load petroleum liquids with vapour pressures > 10 kPa, or vapour pressures > 3.5 kPa and > 2% w/w of benzene

The following information must be recorded for loading racks:

- Product type(s) and annual throughput(s)
- Type of VOC control equipment
- Tanker types loaded (truck, rail, marine)
- GPS location and distance from loading rack to closest public dwelling

4. Large Volume Bulk Plants

Large bulk plants may produce substantial emissions without adequate vapour control measures between storage tanks and loading operations. Bulk plants are often located close to populated areas, increasing the impacts of VOC emissions, and ECCC is seeking a company to compile a database of all large volume bulk plants.

The contractor will be responsible to prepare an inventory of large bulk plants based on the location, size (throughput) and equipment in operation in Canada with following criteria:

1. Include all tanks at bulk plants larger than 3 m in diameter or greater than 60 m³ in volume

that contain gasoline

- 2. Annual gasoline throughput
- 3. VOC control equipment (e.g. vapour balancing)
- 4. GPS location and distance from loading rack to closest public dwelling

D. Tasks

Task 1 – Identify tools/approach/sources to be used to develop the inventory of aboveground tanks.

The Contractor will write a detailed justification and describe the desired outcome. The advantages of the Contractor's proposed approach will be discussed, in terms of the method proposed, the data required and the impact on the results and certainty of the inventory. Finally, the Contractor will provide an estimate of time, and other resources needed to implement the proposed changes. The proposed changes must be descriptive and detailed.

Task 2 – Project work plan

The Contractor will develop a work plan. The work plan will be based on review of all existing information on aboveground storage tanks, loading racks and bulk plants associated with petroleum sector. For consistency, the proposed work plan must incorporate the following core principles:

- Thorough: Since the contractor may use several pieces of information (e.g., provincial operating permits, other sources and/or tools for gathering information etc.), all sources information must be substantiated, and all assumptions clearly stated and uncertainties assessed.
- <u>Transparent</u>: The proposed method/approach/technique used to gather information to develop the inventory of the aboveground tanks must be transparent by explicitly stating the methods, assumptions and data sources used.
- <u>Practical</u>: To help non-expert users of the inventory data, these input boxes must contain values that are from reliable data sources and supported by reasonable assumptions.

Further to the kick-off meeting, the Contractor will develop a project work plan for achieving the objectives, scope, timeline, tasks, and deliverables of this Contract.

Task 3- Identify issues and/or data gaps and potential impact on the project

In particular, the Contractor will:

- 1. Identify any information gaps that, unless filled, will compromise his/her ability to deliver the information in a meaningful and useful manner.
- 2. Suggest any approximations or workarounds that are typically used to close the information gaps identified above.
- 3. Explain the methodology and approach to be applied to this project, including the identification of any data/information sources outside of his/her company's control and the

collection methods he/she plans to use to obtain such information.

4. Explain the impact of any approximations/assumptions or workarounds issues that may affect the outcome of the project.

Data Sources

Understanding the data source and associated uncertainty increases the thoroughness and transparency of the inventory. As such, the Contractor will:

- Ensure each value is properly referenced;
- · Assess and present the uncertainty of the values; and
- Ensure each value has the appropriate units.

Task 4- Develop a draft report and database of tanks and loading racks by types (e.g. refinery, upgraders and loading terminals etc.) and bulk plants, all by province.

For tanks, the database must include tank diameter, height, capacity, product stored, VOC control equipment and GPS location and proximity to closest public dwelling. For loading racks, the database must include tanker types loaded (truck, rail marine), annual throughput of each applicable product loaded, VOC control equipment, GPS location and proximity to closest public dwelling. For bulk plants, the database must include number of applicable gasoline tanks, annual throughput of gasoline loaded, VOC control equipment, GPS location and proximity to closest public dwelling. Provide location of facility operating tanks, loading rack and bulk plant on a Google map.

The Contractor will prepare a draft report summarizing its findings and a complete database of all tanks, loading racks and large bulk plants, as specified under the scope of the Statement of Work. The Departmental Representative will review the draft report and the contents of the database of the aboveground storage tanks, loading racks and large bulk plants.

Task 5- Submission of final report and inventory of aboveground storage tanks

For this task, the Contractor will implement the additions and/or updates to the draft report and the inventory of the aboveground tanks, loading racks and large bulk plants approved by the Departmental Representative.

E. Deliverables

- 1. Final Project Work Plan.
- 2. Report on issues and data gaps, the potential impacts to the project and possible mitigation methods.
- 3. Mid-period Progress Report of project, to include:
 - a. High-level summary of
 - i. Current data
 - ii. Missing data
 - iii. Plan to obtain final data on schedule
 - iv. Assumptions
 - v. Challenges

- 4. Draft inventory of large storage tanks.
- 5. Draft inventory of loading racks and bulk tanks.
- 6. Final project report, to include listing of all relevant sources of information.
- 7. Final operational version of the inventory of aboveground storage tanks, loading racks and large bulk plants.

Table A1 – Estimated Deliverable Due Dates

Deliverable	Requested Days from Contract Award
Task 1	17
Task 2 and Task 3	42
Task 4 - Progress report of Inventory	50
Task 4 - Draft Inventory – Large Storage Tanks	70
Task 4 - Draft Inventory – Loading Racks and Bulk Plants	100
Task 4 - Draft Report	125
Task 5 (Final Report)	140

F. Official Languages and Document Formats

All work can be conducted in either French or English, however, any contact with general public during the course of the project should be in the Official language of choice of the person being contacted.

Documents, reports, inventories and any documents submitted to the Project Authority, shall be submitted in English, in PDF format or MS Excel format as appropriate.

Final inventory shall be submitted in an operational capability in digital format as MS Excel for Windows 2016 version or earlier file.

G. Acceptance Criteria

The work must be completed to the satisfaction and acceptance of the Technical Authority.

ANNEX "B" BASIS OF PAYMENT

To be completed at contract award.

Milestone No.	Deliverables	Estimated delivery Days from contract award	Firm amount
1	Draft Project Work Plan	14 days	\$(insert the amount at contract award).
2	Final Work Plan with gaps/issues identified	28 days	(insert the amount at contract award).
3	Draft Inventory – Large Storage Tanks	110 days	(insert the amount at contract award).
4	Draft Inventory – Loading Racks and Bulk Plants	110 days	\$(insert the amount at contract award).
5	Draft Report	110 days	\$(insert the amount at contract award).
6	Final Report	120 days	(insert the amount at contract award).
	(insert the amount at contract award).		
	(insert the amount at contract award).		
	\$(insert the amount at contract award).		