



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre  
d'approvisionnement  
Fisheries and Oceans Canada | Pêches et  
Océans Canada  
200 Kent Street | 200 rue Kent  
Ottawa, ON, K1A 0E6

**Email / Courriel :** [DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca](mailto:DFO.Tenders-Soumissions.MPO@dfo-mpo.gc.ca) and  
[Richard.soulliere@dfo-mpo.gc.ca](mailto:Richard.soulliere@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

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

Proposition à : Pêches et Océans Canada

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

|   |  |   |
|---|--|---|
| <b>Title / Titre</b><br>Engineering Services for a Dynamic River Environment and Drafting/Illustration Services   |  | <b>Date</b><br>November 16, 2023                    |
| <b>Solicitation No. / N° de l'invitation</b><br>30003611/A-001  |  |   |
| <b>Solicitation Closes / L'invitation prend fin</b><br><b>At / à :</b> 2:00 PM<br>EST (Eastern Standard Time / HNE (Heure Normale de l'Est))<br><b>On / le :</b> December 12, 2023  |  |   |
| <b>F.O.B. / F.A.B.</b><br>Destination   | <b>Taxes</b><br>See herein — Voir ci-inclus  | <b>Duty / Droits</b><br>See herein — Voir ci-inclus |
| <b>Destination of Goods and Services / Destinations des biens et services</b><br>See herein — Voir ci-inclus  |  |   |
| <b>Instructions</b><br>See herein — Voir ci-inclus  |  |   |
| <b>Address Inquiries to : / Adresser toute demande de renseignements à :</b><br>Richard Soulliere, Senior Contracting Officer<br><b>Email / Courriel:</b><br><a href="mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca">DFOtenders-soumissionsMPO@dfo-mpo.gc.ca</a> and<br><a href="mailto:Richard.soulliere@dfo-mpo.gc.ca">Richard.soulliere@dfo-mpo.gc.ca</a> |  |   |
| <b>Delivery Required / Livraison exigée</b><br>See herein — Voir en ceci  | <b>Delivery Offered / Livraison proposée</b> |   |
| <b>Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur</b>   |  |   |
| <b>Telephone No. / No. de téléphone</b>   | <b>Email / Adresse courriel</b>              |   |
| <b>Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)</b>  |  |   |
| <b>Signature</b>  | <b>Date</b>                                  |   |



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

### **1.2. Summary**

- 1.2.1.** The Big Bar Landslide Response, Fisheries and Oceans Canada (DFO), is responsible for remediating the impact of a landslide on the Fraser River, approximately 100 kilometres north of Lillooet, BC. Based on the west coast, within the Pacific Region, the Big Bar team is tasked with executing temporary operations and establishing a long-term solution to fish passage at the slide site. DFO and its partners are currently assessing the remaining effects of the slide and exploring further solutions to improve fish passage. Following extensive efforts to date, the response team requires ongoing monitoring of hydraulic conditions and engineering support from a senior professional engineer, a junior engineer, and a draftsperson/illustrator. This RFP is to establish a contract from contract award to May 31, 2028 that provides engineering services to be rendered at the Big Bar site.
- 1.2.2.** This bid solicitation is to establish a contract for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside the resulting contract.
- 1.2.3.** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information and Part 7 - Resulting Contract Clauses.

### **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 from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.



## **PART 2. - BIDDER INSTRUCTIONS**

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

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

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1. Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

#### **2.1.2. Technical Difficulties of Bid Transmission**

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- i. The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- ii. The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

#### **2.1.3. Completeness of the Bid**

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

##### 2.1.3.1. Completeness of the Bid Checklist

Bids will be reviewed and deemed to be complete when the following elements have been submitted by the Bidder:



| Complete (Y/N) | Action Taken   |
|----------------|--|
|                | Certifications and securities required at bid closing are included.  |
|                | Bids are properly signed, that the Bidder is properly identified.  |
|                | Acceptance of the terms and conditions of the bid solicitation and resulting contract.   |
|                | All documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.                               |
|                | All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada. |

## 2.2. Submission of Bids

Bids must be submitted only to the two email addresses indicated on page 1 of the bid solicitation by the date and time indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile, courier, or postal mail to DFO will not be accepted.

## 2.3. 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.

## 2.4. Applicable Laws

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

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

## 2.5. 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 five (5) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.6. Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) 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 the Bidder submit **all** its bid in separately saved sections as follows and **prior to the bid closing date and time and to the email addresses indicated**:

- Section I: Technical Bid** (one soft copy in PDF format)  
**Section II: Financial Bid** (one soft copy in PDF format)  
**Section III: Certifications** (one soft copy in PDF format)

#### **Important Notes:**

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

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

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

#### **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 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.

For educational requirements for a particular degree, designation or certificate, DFO will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials ([CICIC](#)).

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

#### **Section II: Financial Bid**

- 3.1.1.** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The price breakdown must not include the Applicable





Taxes or travel costs. No changes to the level of effort will be accepted and will render a bid non-compliant.

**3.1.2.** When preparing their financial bid, Bidders should review clause 4.1.2 Financial Evaluation of Part 4 of the bid solicitation and article 7.6 Payment of Part 7 of the bid solicitation.

**3.1.3. Exchange Rate Fluctuation**

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation applies to this solicitation.

**Section III: Certifications**

Bidders must submit:

- i. A completed and signed cover page of this solicitation; and
- ii. the certifications and additional information required under Part 5 (including Attachment 1 to Part 5).

Bidders are also asked to provide Attachment 2 to Part 5 with their bid.



### ATTACHMENT 1 TO PART 3, PRICING SCHEDULE

The Bidder must complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid for each of the periods specified below its quoted all-inclusive fixed daily rate for each of the resource categories identified. Customs duties are included and **Applicable Taxes are extra**.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule 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.

Travel costs for resources performing the Work are not included in the financial evaluation. For more information related to travel, see article 7.7.3 Limitation of Expenditures for Authorized Travel and Living Expenses.

**Contract Periods:**

| <b>Contract Period 1:<br/>Date of Contract award to May 31, 2024</b> |                          |  |                       |
|--|--------------------------|--|-----------------------|
|  | (C)                      | (D)                                    | (E)                   |
| Resource Category  | Estimated Number of Days | Firm All-Inclusive Daily Per Diem Rate | Total Cost (= C x D)  |
| Senior Professional Engineer   | 110                      | \$ [Bidder to insert]                  | \$ [Bidder to insert] |
| Junior Engineer  | 110                      | \$ [Bidder to insert]                  | \$ [Bidder to insert] |
| Draftsperson/Illustrator   | 110                      | \$ [Bidder to insert]                  | \$ [Bidder to insert] |
| <b>Total Estimated Price Contract Period 1:</b>                      |                          |  | \$ [Bidder to insert] |

| <b>Contract Period 2:<br/>June 1, 2024 to May 31, 2025</b> |                          |  |                       |
|--|--------------------------|--|-----------------------|
|  | (C)                      | (D)                                    | (E)                   |
| Resource Category  | Estimated Number of Days | Firm All-Inclusive Daily Per Diem Rate | Total Cost (= C x D)  |
| Senior Professional Engineer                               | 110                      | \$ [Bidder to insert]                  | \$ [Bidder to insert] |
| Junior Engineer  | 110                      | \$ [Bidder to insert]                  | \$ [Bidder to insert] |
| Draftsperson/Illustrator                                   | 110                      | \$ [Bidder to insert]                  | \$ [Bidder to insert] |
| <b>Total Estimated Price Contract Period 2:</b>            |                          |  | \$ [Bidder to insert] |

| <b>Contract Period 3:<br/>June 1, 2025 to May 31, 2026</b> |                          |  |                       |
|--|--------------------------|--|-----------------------|
|  | (C)                      | (D)                                    | (E)                   |
| Resource Category  | Estimated Number of Days | Firm All-Inclusive Daily Per Diem Rate | Total Cost (= C x D)  |
| Senior Professional Engineer                               | 110                      | \$ [Bidder to insert]                  | \$ [Bidder to insert] |
| Junior Engineer  | 110                      | \$ [Bidder to insert]                  | \$ [Bidder to insert] |
| Draftsperson/Illustrator                                   | 110                      | \$ [Bidder to insert]                  | \$ [Bidder to insert] |
| <b>Total Estimated Price Contract Period 3:</b>            |                          |  | \$ [Bidder to insert] |



| <b>Contract Period 4:<br/>June 1, 2026 to May 31, 2027</b> |                                 |   |                             |
|--|---------------------------------|---|-----------------------------|
|  | <b>(C)</b>                      | <b>(D)</b>                                    | <b>(E)</b>                  |
| <b>Resource Category</b>                                   | <b>Estimated Number of Days</b> | <b>Firm All-Inclusive Daily Per Diem Rate</b> | <b>Total Cost (= C x D)</b> |
| Senior Professional Engineer                               | 110                             | \$ [Bidder to insert]                         | \$ [Bidder to insert]       |
| Junior Engineer  | 110                             | \$ [Bidder to insert]                         | \$ [Bidder to insert]       |
| Draftsperson/Illustrator                                   | 110                             | \$ [Bidder to insert]                         | \$ [Bidder to insert]       |
| <b>Total Estimated Price Contract Period 3:</b>            |                                 |   | \$ [Bidder to insert]       |

| <b>Contract Period 5:<br/>June 1, 2027 to May 31, 2028</b> |                                 |   |                             |
|--|---------------------------------|---|-----------------------------|
|  | <b>(C)</b>                      | <b>(D)</b>                                    | <b>(E)</b>                  |
| <b>Resource Category</b>                                   | <b>Estimated Number of Days</b> | <b>Firm All-Inclusive Daily Per Diem Rate</b> | <b>Total Cost (= C x D)</b> |
| Senior Professional Engineer                               | 110                             | \$ [Bidder to insert]                         | \$ [Bidder to insert]       |
| Junior Engineer  | 110                             | \$ [Bidder to insert]                         | \$ [Bidder to insert]       |
| Draftsperson/Illustrator                                   | 110                             | \$ [Bidder to insert]                         | \$ [Bidder to insert]       |
| <b>Total Estimated Price Contract Period 3:</b>            |                                 |   | \$ [Bidder to insert]       |

| <b>Total Bid Price</b>  |                       |
|---|-----------------------|
| <b>(Total Estimated Price Contract Period 1 + Total Estimated Price Contract Period 2 + Total Estimated Price Contract Period 3 + Total Estimated Price Contract Period 4 + Total Estimated Price Contract Period 5</b> | \$ [Bidder to insert] |

**Note:** ALL amounts in ALL the preceding tables EXCLUDE Applicable Taxes.

**Definition of a Day/Proration**

- i. A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:  
**(Hours worked × applicable firm per diem rate) ÷ 7.5 hours**
- ii. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- iii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



## **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 evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1. Technical Evaluation**

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

#### **4.1.2. Financial Evaluation**

1. The price of the bid will be evaluated as follows:
  - a. The evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.
  - b. Canadian-based Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - c. Foreign-based Bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based Bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

### **4.2. Basis of Selection**

#### **4.2.1. 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 40 points overall for the technical evaluation criteria which are subject to point rating. The technical rating is performed on a scale of 113 points.
2. Bids not meeting 4.2.1.1.a., 4.2.1.1.b., or 4.2.1.1.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 of responsive bids 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 following table 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).

| <b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b> |                              |                             |                            |                            |
|---|------------------------------|-----------------------------|----------------------------|----------------------------|
|   |                              | <b>Bidder 1</b>             | <b>Bidder 2</b>            | <b>Bidder 3</b>            |
| <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> | $115/135 \times 70 = 59.63$ | $89/135 \times 70 = 46.15$ | $92/135 \times 70 = 47.70$ |
|   | <b>Pricing Score</b>         | $45/55 \times 30 = 24.55$   | $45/50 \times 30 = 27.00$  | $45/45 \times 30 = 30.00$  |
| <b>Combined Rating</b>  |                              | 84.18                       | 73.15                      | 77.70                      |
| <b>Overall Rating</b>   |                              | 1st                         | 3rd                        | 2nd                        |



## ATTACHMENT 1 TO PART 4, EVALUATION CRITERIA

### 1.0 Mandatory Technical Criteria

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

Bids which fail to meet the mandatory technical criterion will be declared non-responsive and no further evaluation will be conducted. Each mandatory technical criterion should be addressed separately.

For educational requirements for a particular degree, designation or certificate, DFO will only consider educational programs that were successfully completed by the resource by the time of bid closing. If the degree, designation or certification was issued by an educational institution outside of Canada, the Bidder is requested to provide a copy of the results of the academic credential assessment and qualification recognition service issued by an agency or organization recognized by the Canadian Information Centre for International Credentials ([CICIC](#)).

| #         | Description of Mandatory Technical Criterion (MT)   | Cross Reference to Proposal<br><i>[Bidder to insert]</i> |
|-----------|---|--|
| <b>M1</b> | <p>The proposed <b>Senior Professional Engineer</b> must have five (5) years of experience working as the lead on projects to modify hydraulic conditions in a river within the last ten (10) years as of bid closure.</p> <p>To demonstrate this experience, the Bidder must provide project summaries that must include all the following:</p> <ul style="list-style-type: none"> <li>a) Name of client organization;</li> <li>b) Start and end date (month and year) of the proposed resource's involvement on the project; and</li> <li>c) Description of the proposed resource's roles and responsibilities in the project.</li> </ul>   |  |
| <b>M2</b> | <p>The proposed <b>Senior Professional Engineer</b> must hold a professional engineer license valid in the province of British Columbia. A copy of proof of the license must be included in the technical bid by bid closure.</p>   |  |
| <b>M3</b> | <p>The proposed <b>Senior Professional Engineer</b> must have at least eight (8) years of experience (as of bid closure) as an engineer (that involves any of the tasks listed here: <a href="https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spctsoc-tspsso-clas5-eng.html#a5-4">https://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/spctsoc-tspsso-clas5-eng.html#a5-4</a>).</p> <p>To demonstrate this experience, the Bidder must provide project summaries that must include all the following:</p> <ul style="list-style-type: none"> <li>a) Name of client organization;</li> <li>b) Start and end date (month and year) of the proposed resource's involvement on the project; and</li> <li>c) Description of the proposed resource's roles and responsibilities in the project.</li> </ul> |  |



|                  |  |  |
|------------------|--|--|
| <p><b>M4</b></p> | <p>The proposed <b>Junior Engineer</b> must meet one of the following two elements:</p> <ul style="list-style-type: none"> <li>i. Hold a professional engineer or engineer in training license valid in the province of British Columbia (a copy of proof of the license must be included in the technical bid by bid closure) AND at have least one (1) year of experience (as of bid closure) as a junior engineer*;<br/>OR</li> <li>ii. Have at least two (2) years of experience (as of bid closure) as a junior engineer*.</li> </ul> <p>To demonstrate the work experience, the Bidder must provide project summaries that must include all the following:</p> <ul style="list-style-type: none"> <li>a) Name of client organization;</li> <li>b) Start and end date (month and year) of the proposed resource's involvement on the project; and</li> <li>c) Description of the proposed resource's roles and responsibilities in the project.</li> </ul> <p>If item i is selected, the Bidder must provide a copy of proof of the license in the technical bid by bid closure.</p> <p>* For evaluation purposes, the tasks performed by a junior engineer involve any of the tasks listed here:<br/><a href="https://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/spctsoc-tspssoc-clas5-eng.html#13">https://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/spctsoc-tspssoc-clas5-eng.html#13</a> .</p> |  |
| <p><b>M5</b></p> | <p>The proposed <b>Senior Draftsperson/Illustrator</b> must have completed either:</p> <ul style="list-style-type: none"> <li>i. Secondary education (high school);<br/>OR</li> <li>ii. A post-secondary program (CEGEP, college, university) of at least two years of full-time studies from a recognized accredited institution.</li> </ul> <p>A copy of the degree or diploma must be included in the technical bid by bid closure.</p>   |  |
| <p><b>M6</b></p> | <p>The proposed <b>Senior Draftsperson/Illustrator</b> must have at least six (6) years of experience (as of bid closure) as a draftsperson/illustrator (that involves any of the tasks listed here: <a href="https://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/spctsoc-tspssoc-clas5-eng.html#11">https://www.tpsgc-pwgsc.gc.ca/app-acq/sp-ps/spctsoc-tspssoc-clas5-eng.html#11</a>).</p> <p>To demonstrate this experience, the Bidder must provide project summaries that must include all the following:</p> <ul style="list-style-type: none"> <li>a) Name of client organization;</li> </ul>   |  |



|  |  |  |
|--|--|--|
|  | <p>b) Start and end date (month and year) of the proposed resource's involvement on the project; and</p> <p>c) Description of the proposed resource's roles and responsibilities in the project.</p> |  |
|--|--|--|

## 2.0 Point-Rated Technical Criteria

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

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

| #         | Description of Point Rated Technical Criterion   | Scoring Guide  | Cross Reference to Proposal<br>(page #)<br><i>[Bidder to insert]</i> |
|-----------|--|--|--|
| <b>R1</b> | <p>The Bidder should demonstrate that their proposed <b>Senior Professional Engineer</b> has experience working as the lead in adverse safety conditions that include falling rocks and flooding.</p> <p>To demonstrate this experience, the Bidder must provide project summaries that must include all the following:</p> <ul style="list-style-type: none"> <li>a) Name of the client organization;</li> <li>b) Start and end date (month and year) of the proposed resource's involvement on the project;</li> <li>c) Description of the type and scope of services provided by the proposed resource that include the safety conditions faced.</li> </ul> | <p>From one year to less than three years of experience = 6 points</p> <p>From 3 years to 4 years of experience = 12 points</p> <p>More than 4 years of experience = 18 points</p> <p><b>Max points: 18</b></p>                  |  |
| <b>R2</b> | <p>The Bidder should demonstrate that their proposed <b>Senior Professional Engineer</b> has experience leading evaluations of options to modify hydraulic conditions in a river using 2D and Computational Fluid Dynamics (CFD) 3D computer modelling.</p> <p>To demonstrate this experience, the Bidder must provide project summaries that must include all the following:</p> <ul style="list-style-type: none"> <li>a) Name of the client organization;</li> <li>b) Start and end date (month and year) of the proposed resource's involvement on the project; and</li> </ul>   | <p>for experience using <b>2D modelling</b> to lead evaluations of options to modify hydraulic conditions in a river:</p> <p>from one year to less than two years = 4 points</p> <p>from two years to three years = 8 points</p> |  |





| #         | Description of Point Rated Technical Criterion   | Scoring Guide   | Cross Reference to Proposal (page #)<br><i>[Bidder to insert]</i> |
|-----------|--|---|---|
|           | <p>c) Description of the type and scope of services provided by the proposed resource that include the type of computer modelling performed and the type of natural environment (i.e. river).</p>  | <p>more than three years = 12 points</p> <p>for experience using <b>3D CFD modelling</b> to lead evaluations of options to modify hydraulic conditions in a river:</p> <p>from one year to less than two years = 4 points</p> <p>from two years to three years = 8 points</p> <p>more than three years = 12 points</p> <p><b>Max points: 24</b></p> <p>Up to 12 points for 2D modelling</p> <p>Up to 12 points for 3D CFD modelling</p> |   |
| <b>R3</b> | <p>The Bidder's proposed <b>Senior Professional Engineer</b> should have experience working with scientific teams that assess and mitigate biological risk to a fish population.</p> <p>To demonstrate this experience, the Bidder must provide project summaries that must include all the following:</p> <ul style="list-style-type: none"> <li>a) Name of the client organization;</li> <li>b) Start and end date (month and year) of the proposed resource's involvement on the project; and</li> <li>c) Description of the type and scope of services provided by the proposed resource that include the species of fish for which risks were analyzed and the general</li> </ul> | <p>from one year to less than two years = 6 points</p> <p>from two years to three years = 12 points</p> <p>more than three years = 18 points</p> <p><b>Max points: 18</b></p>   |   |



| #         | Description of Point Rated Technical Criterion   | Scoring Guide  | Cross Reference to Proposal (page #)<br><i>[Bidder to insert]</i> |
|-----------|--|--|---|
|           | composition of the working team (managers, scientists, etc.).  |  |   |
| <b>R4</b> | <p>The Bidder's proposed <b>Senior Professional Engineer</b> should have experience setting up and operating a process to remotely monitor hydraulic conditions in a river.</p> <p>To demonstrate this experience, the Bidder must provide project summaries that must include all the following:</p> <ul style="list-style-type: none"> <li>a) Name of the client organization;</li> <li>b) Start and end date (month and year) of the proposed resource's involvement on the project; and</li> <li>c) Description of the type and scope of services provided by the proposed resource that include the type of natural environment (i.e. river).</li> </ul>  | <p>from one year to less than two years = 6 points</p> <p>from two years to three years = 12 points</p> <p>more than three years = 18 points</p> <p><b>Max points: 18</b></p>                          |   |
| <b>R5</b> | <p>The Bidder's proposed <b>Senior Draftsperson / Illustrator</b> should have experience providing each of the following tasks:</p> <ul style="list-style-type: none"> <li>i. preparing computer aided Computational Fluid Dynamics design;</li> <li>ii. preparing two-dimensional hydraulic modelling;</li> <li>iii. preparing bathymetric surveys</li> </ul> <p>To demonstrate this experience, the Bidder must provide project summaries that must include all the following:</p> <ul style="list-style-type: none"> <li>a) Name of the client organization;</li> <li>b) Start and end date (month and year) of the proposed resource's involvement on the project; and</li> <li>c) Description of the type and scope of services provided by the proposed resource.</li> </ul> | <p>For each task type:</p> <p>from one year to less than two years = 4</p> <p>more than three years = 9 points</p> <p><b>Max points: 27</b></p> <p>up to 9 points for each of the three task types</p> |   |
| <b>R6</b> | <p>The Bidder's proposed <b>Senior Professional Engineer</b> should have experience with at least one project of more than three months in duration where the job site where they worked included all the following elements:</p>  | <p>2 points per element (I – iv)</p> <p>Experience for multiple elements</p>   |   |



| #  | Description of Point Rated Technical Criterion  | Scoring Guide  | Cross Reference to Proposal (page #)<br><i>[Bidder to insert]</i> |
|--|---|--|---|
|  | <ul style="list-style-type: none"> <li>i. Required the use of helicopters for shuttle transport;</li> <li>ii. Exclusive reliance on self-sustaining off-grid power source (e.g. solar power, but not fossil fuels) at the job site;</li> <li>iii. Exposure to winds over 30km/hr;</li> <li>iv. Time to nearest vehicle maintenance facility and fuel replenishing source exceeded 90 minutes (one-way).</li> </ul> <p>To demonstrate this experience, the Bidder must provide project summaries that must each include all the following:</p> <ul style="list-style-type: none"> <li>a) Name of the client organization;</li> <li>b) Start and end date (month and year) of the proposed resource's involvement on the project; and</li> <li>c) Location and description of the job site where the proposed resource worked.</li> </ul> | <p>can be from different projects.</p> <p>For example, Project A for I and Project B for ii, but NOT Projects A and B for i.</p> <p><b>Max points: 8</b></p> |   |
| <p>Maximum Total Technical Score = 113 pts<br/>(minimum overall pass mark = 40 points)</p> |   |  |   |



## **PART 5. - CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1. Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1. Integrity Provisions – Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2. Additional Certifications Required with the Bid**

The Bidder must provide with its bid the required additional certifications included in Attachment 1 to Part 5 – Bid Submission Form.

### **5.2. Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1. Integrity Provisions – Required Documentation**

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

#### **5.2.2. Federal Contractors Program for Employment Equity – 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 available at the bottom of the page of the [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.



Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed Federal Contractors Program for Employment Equity – Certification at Section 6 in Attachment 2 to Part 5, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity – Certification, for each member of the Joint Venture.

### **5.2.3. Additional Certifications Precedent to Contract Award**

#### **5.2.3.1. Former Public Servant**

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, Bidders must provide the information required in Section 1 in Attachment 2 to Part 5 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.

#### **5.2.3.2. Status and Availability of Resources**

Section 2 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by the Bidder.

#### **5.2.3.3. Education and Experience**

Section 3 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by Bidders.

#### **5.2.3.4. Official Languages**

Section 4 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by Bidders.

#### **5.2.3.5. Submission of Only One Bid**

Section 5 in Attachment 2 to Part 5 includes a copy of the certification that must be provided by Bidders.

#### **5.2.3.6. List of Names for Integrity Verification**

Section 7 in Attachment 2 to Part 5 contains a link to a form that must be provided by the Bidder regarding their submission.



## ATTACHMENT 1 TO PART 5, BID SUBMISSION FORM

The Bidder must complete and submit the following in its bid:

| BID SUBMISSION FORM   |  |  |
|---|--|--|
| <b>Bidder's Full Legal Name</b> (For joint ventures, this must be the representative member of the joint venture.)  |  |  |
| <b>Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)</b>   | Name                                       |  |
|   | Title                                      |  |
|   | Address                                    |  |
|   | Telephone #                                |  |
|   | Email                                      |  |
| <b>Bidder's <u>Procurement Business Number (PBN)</u></b><br>[see the Standard Instructions 2003]<br><br><i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>   |  |  |
| <b>Jurisdiction of Contract:</b> Province or territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in the solicitation)   |  |  |
| <b>Joint Venture Information:</b> To be provided only if the Bidder is a joint venture.   | Members of the joint venture               |  |
|   | Representative Member of the joint venture |  |
| On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its proposed resources able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol> |  |  |
| <b>Signature of Authorized Representative of Bidder and Date</b>  |  |  |



## ATTACHMENT 2 TO PART 5, ADDITIONAL CERTIFICATIONS REQUIRED PRECEDENT TO CONTRACT AWARD

### 1. Former Public Servant

#### 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;  
l 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.

As per the above definitions, is the Bidder a FPS?

Yes (  ) No (  )

“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; and
- (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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction 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.

### 2. 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.

### 3. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

### 4. Official Languages

The Bidder certifies that, in response to this solicitation, that each proposed resource is fluent in English. The individuals proposed must each be able to communicate orally and in writing in English without any assistance and with minimal errors.

### 5. Submission of Only One Bid

By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other Bidder.





## 6. Federal Contractors Program for Employment Equity – Certification

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit the [Employment and Social Development Canada \(ESDC\) – Labour's website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html).

Date: \_\_\_\_\_ Instructions to the Bidder ☹️ (YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

Instructions to the Bidder: Complete both A and B.

### 5. Instructions to the Bidder: Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and / or permanent part-time employees.
- A5. The Bidder certifies having a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees.
- A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-Labour. **As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.**

### B. Instructions to the Bidder: Check only one of the following:

- B1. The Bidder is not a Joint Venture.
- OR
- B2. The Bidder is a Joint venture. **Instructions to the Bidder: Refer to the Joint Venture section of the Standard Instructions. If the Bidder is a Joint Venture, it must provide the Contracting.**

I, the Bidder (or an authorized agent of the Bidder), attest and certify that all the above declarations are true and complete in every regard.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_



## 7. List of Names for Integrity Verification

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

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

Bidders may use the [integrity verification form](https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html) (available at <https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>) to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.



## **PART 6. - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **6.1. Security Requirements**

6. Before award of a contract, the following condition must be met:
  7. the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses.
  8. Before access to sensitive information is provided to the Bidder, the following conditions must be met:
    - (a) the Bidder's proposed individuals requiring access to sensitive information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 – Resulting Contract Clauses; and
    - (b) the Bidder's security capabilities must be met as indicated in Part 7 – Resulting Contract Clauses.
3. For additional information on security requirements, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.



## PART 7. - RESULTING CONTRACT CLAUSES

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

### 7.1. Statement of Work

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

### 7.2. Standard Clauses and Conditions

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

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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](#) (2022-12-01), General Conditions – Higher Complexity – Services, apply to and form part of the Contract with the following replacement:

Subsection 12 of [2035](#) (2022-12-01) General Conditions – Higher Complexity – Services - Invoice Submission, is amended as follows:

Delete: [2035 12](#) (2013-03-21), Invoice Submission .

Insert: **Invoice Submission**

1. Invoices must be submitted in the Contractor's name to [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to: the Project Authority and the admin/"AP Coder". The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.
2. Invoices must show:
  - a. Contractor's Name and remittance physical address;
  - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
  - c. Invoice Date;
  - d. Invoice Number;
  - e. Invoice Amount (broken down into item and tax amounts);
  - f. Invoice Currency (if not in Canadian dollars);
  - g. DFO Reference Number (PO Number or other valid reference number);
  - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. The Project Authority must provide the Contractor with the information of the admin/"AP Coder". **Note:** Invoice will be return to the Contractor if that information is not provided);
  - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - j. Deduction for holdback, if applicable;
  - k. The extension of the totals, if applicable; and
  - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.



3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### **7.2.2. Supplemental General Conditions**

The Supplemental General Conditions [4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules applies to and forms part of the Contract.

### **7.3. Security Requirements**

**7.3.1.** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract:

No Security Requirement, escort required at DFO-CCG site(s), except for public zones.

1. The Contractor and all individuals assigned to work on the Contract MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
2. The Contractor and all individuals assigned to work on the Contract MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
3. The Contractor and all individuals assigned to work on the Contract MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
4. Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial 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, 2028 inclusive.

#### **7.4.2. Comprehensive Land Claims Agreements (CLCA)**

The Contract is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the Contract.

### **7.5. Authorities**

#### **7.5.1. Contracting Authority**

The Contracting Authority for the Contract is:

Name: Richard Soulliere  
Title: Senior Contracting Officer  
Fisheries and Oceans Canada



Address: 200 Kent St., Ottawa, ON, K1A 0E6  
Telephone: 343-576-2873  
E-mail address: [Richard.soulliere@dfo-mpo.gc.ca](mailto:Richard.soulliere@dfo-mpo.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 **[will be identified at contract award]**.

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. Contractor's Representative

The Contractor's Representative for the Contract **[will be determined at contract award]**.

## 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: 2019-01](#) of the Treasury Board Secretariat of Canada.

**Note to Bidders:** The above clause will be deleted if the Contractor of the contract resulting contract from solicitation # 30003611/B is not a former public servant.

## 7.7. Payment

### 7.7.1. Basis of Payment – Limitation of Expenditure

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment in Annex B to a limitation of expenditure of \$ **TBD** . Customs duty are included and Applicable Taxes are extra.

### 7.7.2. Canada's Total Liability

- A. Canada's total liability to the Contractor under the Contract must not exceed \$ **TBD** . Customs duties are included and 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:
  1. when it is 75 percent committed, or



2. four (4) months before the Contract expiry date, or
3. 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.

#### **7.7.3. Limitation of Expenditures for Authorized Travel and Living Expenses**

- i. Regarding article 6.1.a in Annex A – Statement of Work, the Contractor will be paid for its authorized travel and living expenses in the province of British Columbia reasonably and properly incurred in the performance of the Work done, delivered or performed, at cost, without any allowance for profit and administrative overhead, in accordance with the meal and private vehicle 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", to a limitation of expenditure of \$ **TBD**. Customs duty are included and Applicable Taxes are extra.
- ii. All travel must have the prior written authorization of the Project Authority.
- iii. The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.
- iv. Canada will not reimburse the Contractor for any travel or living expenses outside of British Columbia including any expenses incurred getting to or from British Columbia.

#### **7.7.4. Method of Payment – Monthly Payments**

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

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

#### **7.7.5. Time Verification**

SACC Manual clause [C0711C](#) (2008-05-12), Time Verification applies to and forms part of the Contract.

#### **7.7.6. Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using the following Electronic Payment Instrument: Direct Deposit (Domestic and International).



## 7.8. Invoicing Instructions

- 7.8.1. The Contractor must submit invoices in accordance with subsection 7.2.1 entitled “General Conditions” above. Invoices cannot be submitted until all work identified in the invoice is completed.
- 7.8.2. Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at [DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca](mailto:DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca) with a cc to the Project Authority and the admin/AP Coder and provides the required information as stated in subsection 7.8.1 (above).

## 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 British Columbia.

**Note to Bidders:** The above clause will be modified if the winning Bidder has selected a different Canadian province or territory of their choice in its bid.

## 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 [4013](#) (2022-06-20) Compliance with on-site measures, standing orders, policies, and rules;
- (c) the general conditions [2035](#) (2022-12-01) Higher Complexity – Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Security Requirements Check List;
- (f) Annex C, Basis of Payment;
- (g) the Contractor's bid dated **TBD**.

## 7.12. Foreign Nationals (Canadian Contractor) **OR** (Foreign Contractor)

SACC Manual clause [A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor) applies to and forms part of the Contract.

**OR**





SACC Manual clause [A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor) applies to and forms part of the Contract.

**Note to Bidders:** Only 1 of the above SACC manual clauses will apply to any resulting contract, depending on the Contractor's status.

### 7.13. Insurance – No Specific Requirement

SACC Manual clause [G1005C](#) (2016-01-28), Insurance - No Specific Requirement applies to and forms part of the Contract.

### 7.14. 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](#)".
- (e) The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the other party in writing, *either Party* may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca) , by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca)
- (f) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the administration of certain federal contracts, regardless of dollar value. If you have concerns regarding the administration of a federal contract, you may contact OPO by e-mail at [boa.opo@boa-opo.gc.ca](mailto:boa.opo@boa-opo.gc.ca) , by telephone at 1-866-734-5169, or by web at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca) .

### 7.15. Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that each of its agents, representatives or subcontractors (hereinafter referred to as Contractor Representatives) complies with the following self-identification requirements:

- a. Contractor Representatives who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify themselves as a Contractor Representative prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not an employee of the Government of Canada;
- b. During the performance of any Work at a Government of Canada site, each Contractor Representative must be clearly identified at all times as being a Contractor Representative; and
- c. If a Contractor Representative requires the use of the Government of Canada's e-mail system in the performance of the Work, then the individual must clearly identify him or herself as an agent or subcontractor of the Contractor in all electronic mail in the signature block as well as under "Properties." This identification protocol must also be used in all other correspondence, communication, and documentation.



- d. If Canada determines that the Contractor is in breach of any obligation stated in this Article, upon written notice from Canada the Contractor must submit a written action plan describing corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client and the Contracting Authority, and twenty working days to rectify the underlying problem.
- e. In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

#### **7.16. Environmental Considerations**

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a) Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



## ANNEX A - STATEMENT OF WORK

### 1. Title:

Engineering Services for a Dynamic River Environment and Drafting/Illustration Services

### 2. Background:

In November 2018, a massive landslide occurred along the Fraser River near Big Bar Creek, British Columbia (location 51.219374N, 122.151088W). The slide sheared off 110,000 cubic metres of rock that fell into a canyon in a highly remote section of the river. The result was a large increase in water velocity and turbulence through the narrow canyon and the creation of a five-metre waterfall during high water flows. This obstruction stopped some returning Pacific salmon from reaching their spawning grounds, thus impacting the reproductive cycle of several key Upper Fraser salmon populations, including Early Stuart, Bowron and Taseko sockeye.

During the winter of 2019-20, an access road was constructed and in-river blasting and rock removal took place. The rock removal plus the installation of a "nature-like" fishway in 2021 have improved fish passage conditions. However, the slide at Big Bar may still be an impediment to the passage of early migrating salmon during high flow conditions. The slide site is remote, relatively difficult to access, devoid of most infrastructure and prone to extreme weather, heavy erosion, mudslides and rock falls. All visitors to site are required to follow strict health and safety guidelines established by DFO and the construction Prime Contractor.

The Big Bar Landslide Response, Fisheries and Oceans Canada (DFO), is responsible for remediating the impact of a landslide on the Fraser River, approximately 100 kilometres north of Lillooet, BC. Based on the west coast, within the Pacific Region, the Big Bar team is tasked with executing temporary operations and establishing a long-term solution to fish passage at the slide site. DFO and its partners are currently assessing the remaining affects of the slide and exploring further solutions to improve fish passage. Following extensive efforts to date, the response team requires ongoing monitoring of hydraulic conditions and engineering support.

### 3. Objective

To establish the best permanent solution for Big Bar while, if needed, deploying temporary operations to monitor and assist fish. DFO requires engineering support for this phase of the program.

These services are a new requirement as no Contractor has been supplying DFO-CCG with these services.

### 4. Resource Requirements

The services of the following part-time resources are required to perform the Work:

- one (1) Senior Professional Engineer (P. Eng.)
- one (1) Junior Engineer
- one (1) Draftsperson / Illustrator

### 5. Scope of Work

#### 5.1 Tasks – Senior Professional Engineer:

The Contractor's Senior Professional Engineer must provide services that include:

- conducting technical studies to produce technical options, validate and assess options, assess technical risks and evaluate designs
- developing design and prototype engineering solutions
- planning, designing, and implementing hydraulic monitoring programs



- designing programmable hydraulic data acquisition, test sensors and recorders used in conjunction with equipment testing
- reviewing and making recommendations on work proposals
- participating in planning meetings and technical reviews
- developing and assessing maintenance strategies, plans and support requirements
- obtaining and incorporating feedback on biological risk from DFO's scientific teams
- leading the process for Computational Fluid Dynamics modelling of hydraulic conditions
- plan, design and implement bathymetric surveys

## 5.2 Tasks – Junior Engineer:

The Contractor's Junior Engineer must assist the Senior Professional Engineer by assisting with:

- technical studies to produce technical options, validate and assess options, assess technical risks and evaluate designs;
- the development design and prototyping of engineering solutions;
- planning, designing and implementation of hydraulic monitoring programs;
- the design of programmable hydraulic data acquisition, test sensors and recorders used in conjunction with equipment testing;
- the maintenance of hydraulic equipment on site; and
- conducting bathymetric surveys on site.

The Contractor's Junior Engineer must also perform tasks that include:

- collecting comments and recommendations on work proposals; and
- participating in planning meetings and technical reviews.

## 5.3 Tasks - Draftsperson/Illustrator:

The Contractor's Draftsperson/Illustrator must provide support services to the Senior Professional Engineer that include:

- producing conceptual engineering drawings for use in memos and reports;
- preparing document illustrations;
- preparing computer aided Computational Fluid Dynamics design;
- preparing two-dimensional hydraulic modelling; and
- preparing bathymetric surveys.

## 6. Location of the Work

Some of the Work must be conducted virtually. Also, each of the Contractor's resources must be present on-site at the Big Bar site when required by the Project Authority. It is estimated that the Senior Professional Engineer and the Junior Engineer will need to go to the Big Bar site four times per year whereas it is estimated that the Draftsperson/Illustrator will only likely need to go to the Big Bar site once near the commencement of the Work.

### 6.1 Work Site Constraints

- a) The Big Bar worksite is located two hours away from the nearest population centre (Lillooet, BC) on rough dirt roads. Often, those roads are very difficult to traverse due to snow, rain, ice, mud, rock fall, wash outs, ruts, logs, forest fires, etc. The Contractor is responsible for the transportation of their resources to the worksite. Often, the crews must use small helicopters (e.g. Bell Jet Ranger) to access various locations of the worksite, shuttling short distances in a river canyon with unpredictable winds. The Contractor is responsible for transportation of resources to the helicopter take-off point (e.g. Lillooet) and for chartering a helicopter. If an overnight stay is required to continue performing the Work over consecutive days, the Contractor's personnel performing the Work must seek accommodation in either Lillooet or Clinton (in British Columbia).



- b) At the worksite, there is no power. All systems must be powered by extensive solar arrays year round. We require the installation of a self-sustaining power source to provide electricity to the equipment for 12 months of the year. There is also a lack of continuous sunlight in winter, which must be considered.
- c) The worksite is extremely arid and is surrounded by high cliffs and steep terrain. From April through October, the river levels can reach extremes, which can flood and inundate part of the worksite.
- d) The worksite has extreme climatic swings; it is extremely inhospitable, arid and dusty. In winter the temperatures are colder than -30 degrees Celsius. In summer the temperature regularly exceeds 40 degrees Celsius. Strong winds, over 40km/h, are often present. Most of the equipment is stationed outside, "in the elements", and is continuously subject to these adverse conditions.

## **7. Language of the Work**

All written deliverables created by the Contractor for the Project Authority must be in English.

## **8. Reporting Requirements**

The Contractor's resources performing the Work must maintain contact with the Technical Authority, at a minimum, on a weekly basis. Written reports generated by the Contractor must be provided in Microsoft Office format to the Technical Authority. A weekly status report and monthly progress report may be required.

## **9. Estimated Level of Effort**

Each of the Contractor's resources must be available to perform the Work at least two working days per week for the duration of the Contract.

## **10. DFO Obligations**

DFO will provide the Contractor with all existing reference documentation and site access necessary to perform the Work.



**ANNEX B - BASIS OF PAYMENT**

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

**1.0 Professional Fees**

The Contractor will be paid the all-inclusive fixed time rates as follows:

**Contract Periods:**

|  |   |
|--|---|
| <b>Contract Period 1:<br/>Date of Contract award to May 31, 2024</b> |   |
| <b>Resource Category</b>   | <b>Firm All-Inclusive Daily Per Diem Rate</b> |
| Senior Professional Engineer   | \$ [from Bidder's financial bid]              |
| Junior Engineer  | \$ [from Bidder's financial bid]              |
| Draftsperson/Illustrator   | \$ [from Bidder's financial bid]              |

|  |   |
|--|---|
| <b>Contract Period 2:<br/>June 1, 2024 to May 31, 2025</b> |   |
| <b>Resource Category</b>                                   | <b>Firm All-Inclusive Daily Per Diem Rate</b> |
| Senior Professional Engineer                               | \$ [from Bidder's financial bid]              |
| Junior Engineer  | \$ [from Bidder's financial bid]              |
| Draftsperson/Illustrator                                   | \$ [from Bidder's financial bid]              |

|  |   |
|--|---|
| <b>Contract Period 3:<br/>June 1, 2025 to May 31, 2026</b> |   |
| <b>Resource Category</b>                                   | <b>Firm All-Inclusive Daily Per Diem Rate</b> |
| Senior Professional Engineer                               | \$ [from Bidder's financial bid]              |
| Junior Engineer  | \$ [from Bidder's financial bid]              |
| Draftsperson/Illustrator                                   | \$ [from Bidder's financial bid]              |

|  |   |
|--|---|
| <b>Contract Period 4:<br/>June 1, 2026 to May 31, 2027</b> |   |
| <b>Resource Category</b>                                   | <b>Firm All-Inclusive Daily Per Diem Rate</b> |
| Senior Professional Engineer                               | \$ [from Bidder's financial bid]              |
| Junior Engineer  | \$ [from Bidder's financial bid]              |
| Draftsperson/Illustrator                                   | \$ [from Bidder's financial bid]              |

|  |   |
|--|---|
| <b>Contract Period 5:<br/>June 1, 2027 to May 31, 2028</b> |   |
| <b>Resource Category</b>                                   | <b>Firm All-Inclusive Daily Per Diem Rate</b> |
| Senior Professional Engineer                               | \$ [from Bidder's financial bid]              |
| Junior Engineer  | \$ [from Bidder's financial bid]              |
| Draftsperson/Illustrator                                   | \$ [from Bidder's financial bid]              |



### **1.1 Definition of a Day/Proration**

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

$$\text{(Hours worked} \times \text{applicable firm per diem rate)} \div 7.5 \text{ hours}$$

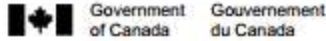
- ii. All proposed personnel must be available to work outside normal office hours during the duration of the Contract.
- iii. No overtime charges will be authorized under the Contract. All time worked will be compensated according to paragraph above.



## **ANNEX C - SECURITY REQUIREMENTS CHECK LIST**

The first three pages security requirements check list for any resulting contract is located on the following three pages. The final page will be included with any resulting contract.





|   |
|---|
| Contract Number / Numéro du contrat<br><b>30003611</b>                      |
| Security Classification / Classification de sécurité<br><b>UNCLASSIFIED</b> |

**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

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

|   |
|---|
| Security Classification / Classification de sécurité<br><b>UNCLASSIFIED</b> |
|---|



|   |
|---|
| Contract Number / Numéro du contrat<br><b>30003611</b>                      |
| Security Classification / Classification de sécurité<br><b>UNCLASSIFIED</b> |

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :  No  Yes  
Non  Oui

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel : \_\_\_\_\_

Document Number / Numéro du document : \_\_\_\_\_

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

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

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

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

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

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

|   |
|---|
| Security Classification / Classification de sécurité<br><b>UNCLASSIFIED</b> |
|---|



|   |
|---|
| Contract Number / Numéro du contrat<br><b>30003611</b>                      |
| Security Classification / Classification de sécurité<br><b>UNCLASSIFIED</b> |

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

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

| Category<br>Catégorie                          | PROTECTED<br>PROTÉGÉ     |                          |                          | CLASSIFIED<br>CLASSIFIÉ      |                          |                           | NATO   |                          |                          |   | COMSEC                   |                          |                          |                              |                          |                           |
|--|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|---------------------------|--|--------------------------|--------------------------|---|--------------------------|--------------------------|--------------------------|------------------------------|--------------------------|---------------------------|
|  | A                        | B                        | C                        | Confidential<br>Confidentiel | Secret                   | Top Secret<br>Très Secret | NATO Restricted<br>NATO Diffusion Restreinte | NATO Confidential        | NATO Secret              | COSMIC Top Secret<br>COSMIC Très Secret | Protected<br>Protégé     |                          |                          | Confidential<br>Confidentiel | Secret                   | Top Secret<br>Très Secret |
|  |                          |                          |                          |                              |                          |                           |  |                          |                          |   | A                        | B                        | C                        |                              |                          |                           |
| Information / Assets<br>Renseignements / Biens | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |
| Production                                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |
| IT Media<br>Support TI                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |
| IT Link<br>Lien électronique                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  | <input type="checkbox"/>                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>     | <input type="checkbox"/> | <input type="checkbox"/>  |

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

12. b) Will the document attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

|   |
|---|
| Security Classification / Classification de sécurité<br><b>UNCLASSIFIED</b> |
|---|