

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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet Relocation of Species at Risk	
Solicitation No. - N° de l'invitation T8032-120016/A	Date 2012-10-26
Client Reference No. - N° de référence du client T8032-120016	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-304-6062	
File No. - N° de dossier TOR-2-35175 (304)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-10	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Ditella, Maria	Buyer Id - Id de l'acheteur tor304
Telephone No. - N° de téléphone (905) 615-2069 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Work to be performed is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *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 (2012-07-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaire-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held on Wednesday, November 14th, 2012, at 10:00 a.m. at Transport Canada Windsor Gateway Project Office, 100 Ouellette Avenue (CIBC Building), corner of Ouellette and Riverside Drive, Suite 300. Bidders are requested to communicate with the Contracting Authority three (3) day(s) before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

4. Enquiries - Bid Solicitation

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

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

5. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid four (4) hard copies

Section II: Financial Bid two (2) hard copies

Section III: Certifications one (1) hard copies

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

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

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex B, Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

See Annex C - Evaluation Criteria

1.1.2 Point Rated Technical Criteria

See Annex C - Evaluation Criteria

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

The Bidder must submit its bid in accordance with Annex B, Pricing. Pricing must be provided in Canadian funds.

1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

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

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 300 (75%) points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 400 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive.

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%.

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% .

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 400 and the lowest evaluated price is \$50,000.00.

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

	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	325/400	310/400	375/400
Bid Evaluated Price	\$55,000.00	\$50,000.00	\$60,000.00

Calculations

Technical Merit Score	$325/400 \times 70 = 56.88$	$310/400 \times 70 = 54.25$	$375/400 \times 70 = 65.63$
Pricing Score	$50/55 \times 30 = 27.27$	$50/50 \times 30 = 30.00$	$50/60 \times 30 = 25.00$
Combined Rating	84.15	84.25	90.63
Overall Rating	3rd	2nd	1st

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

- 1.1 Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Certifications Precedent to Contract Award

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

2.1. Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

(d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

2.2 Former Public Servant Certification

Contracts with 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 with FPS, bidders must provide the information required below.

2.2.1 Definitions

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

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

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

"pension" means, in the context of the fee abatement formula, 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.

2.2.2 Former Public Servant in Receipt of a Pension

Is the Bidder a FPS in receipt of a pension as defined above? Yes () No ()

If so, the Bidder must provide the following information:

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

2.2.3 Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes () No ()

If so, the Bidder must provide the following information:

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

2.3 Status and Availability of Resources

SACC Manual clause A3005T (2010-08-16) Status and Availability of Resources

2.4 Education and Experience

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

3. Insurance Requirement

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

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

the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____, dated _____.

3. Standard Clauses and Conditions

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>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2012-07-16), General Conditions - Services (Medium Complexity) apply to and form part of the Contract.

The text under Subsection 4 of Section 27- Code of Conduct and Certifications - Contract of 2010C referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of (will be included in the Contract) to 31 May 2013.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Maria Ditella
Public Works and Government Services Canada
Acquisitions Branch
33 City Centre Drive, Suite 480C
Mississauga, Ontario
L5B 2N5
Telephone: (905) 615-2060

Solicitation No. - N° de l'invitation

T8032-120016/A

Amd. No. - N° de la modif.

Client Ref. No. - N° de réf. du client

T8032-120016

File No. - N° du dossier

TOR-2-35175

Buyer ID - Id de l'acheteur

tor304

CCC No./N° CCC - FMS No/ N° VME

Facsimile: (905) 615-2069
E-mail address: maria.ditella@pwgsc-tpsgc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

(will be included in the Contract)

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.

5.3 Contractor's Representative

Name: _____
Title: _____
Telephone No. _____
Facsimile No. _____
E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in contract for a cost of \$ (amount to be included in Contract). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

6.2 Limitation of Price

SACC *Manual* clause C6000C (2011-05-16) Limitation of Price

6.3 Milestone Payments

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 90 percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form *PWGSC-TPSGC 1111*, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. the total amount for all milestone payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
- c. all the certificates appearing on form *PWGSC-TPSGC 1111* have been signed by the respective authorized representatives;
- d. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted."

6.4 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description or "Deliverable"	Firm Amount	Due Date or "Delivery Date"

6.5 T1204 - Direct Request by Customer Department

1. Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, R.S. 1985, c. 1 (5th Supp.), payments made by departments and agencies to contractors under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T1204 Government Service Contract Payments slip.
2. To enable departments and agencies to comply with this requirement, the Contractor must provide Canada, upon request, its business number or Social Insurance Number, as applicable. (These requests may take the form of a general call-letter to contractors, in writing or by telephone).

7. Invoicing Instructions

7.1 Invoicing Instructions - Progress Payment Claim

1. The Contractor must submit a claim for payment using form *PWGSC-TPSGC 1111*, Claim for Progress Payment.

Each claim must show:

- a. all information required on form *PWGSC-TPSGC 1111*;

- b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. the description and value of the milestone claimed as detailed in the Contract.
2. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

The Contractor must not submit claims until all work identified in the claim is completed.

8. Certifications

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

9. Applicable Laws

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

10. 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;
- (c) the general conditions 2010C (2012-07-16) Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex , Insurance;
- (g) the Contractor's bid dated _____

11. Insurance Requirement

Solicitation No. - N° de l'invitation

T8032-120016/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35175

Buyer ID - Id de l'acheteur

tor304

Client Ref. No. - N° de réf. du client

T8032-120016

CCC No./N° CCC - FMS No/ N° VME

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

Solicitation No. - N° de l'invitation

T8032-120016/A

Client Ref. No. - N° de réf. du client

T8032-120016

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-2-35175

Buyer ID - Id de l'acheteur

tor304

CCC No./N° CCC - FMS No/ N° VME

ANNEX A

STATEMENT OF WORK

See attached document - 17 pages

ANNEX B**PRICING**

- A. The Bidder must submit a firm, all inclusive lot price for the Work as detailed in Annex A.
- B. The Bidder should detail the following elements for each task/milestone/phase of the Work, as applicable:

Labour: For each individual and/or labour category to be employed on the project: indicate the proposed time rates (**including overhead, excluding profit**) and the estimated time to be spent by each.

Equipment: The items required to complete the Work and identify the pricing basis inclusive of Customs Duty. These items will be deliverable to Canada upon completion of the project.

Materials, Supplies and Miscellaneous Services: General categories and the pricing basis. Indicate whether the items are likely to be used or consumed during the course of the Work.

Travel and Living Expenses: Estimated number and cost of journeys together with the basis of these costs in accordance with current Treasury Board Travel and Living Guidelines (see www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php) or, if applicable, in accordance with the organization's travel guidelines not to exceed Treasury Board Guidelines.

Subcontracts: Identify proposed subcontractors and provide the same cost breakdown information detailed herein.

Other Charges: Any other direct charges anticipated such as long distance communication and rentals and provide the estimated costs and relevance to the proposed Work.

Profit: Proposed profit, if any, and the basis on which it is computed and applied.

Total Price (excluding GST/HST)

Goods and Service Tax/Harmonized Sales Tax (GST/HST): must be identified separately.

Solicitation No. - N° de l'invitation

T8032-120016/A

Client Ref. No. - N° de réf. du client

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TOR-2-35175

Buyer ID - Id de l'acheteur

tor304

CCC No./N° CCC - FMS No/ N° VME

ANNEX C

EVALUATION CRITERIA

See attached document - 3 pages

ANNEX D

INSURANCE

A. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- (n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- (o) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

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

For other provinces and territories, send to:

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

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

B. Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - (a) Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - (b) Accident Benefits - all jurisdictional statutes
 - (c) Uninsured Motorist Protection
 - (d) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.



Annex A

Statement of Work

Relocation of Species-at-Risk

Windsor - Detroit River International Crossing and Essex Region, St. Clair National Wildlife Area

Environmental Services, Professional and Technical Programs
Ontario Region

Public Works and Government Services Canada

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1.0 INTRODUCTION

This project involves the relocation of two (2) species that are currently designated as threatened under the *Species at Risk Act (SARA)* (S.C. 2002, c.29), from lands that will be developed into a future plaza of the Detroit River International Crossing (DRIC) project to the Corsini Cell Location in the Lake St. Clair National Wildlife Area (LSCNWA). The species include: Willow Leaf Aster (*Symphotrichum praealtum* var. *praealtum*) and the Dense Blazing Star (*Liatris spicata*). This project will support the recovery of these species which are at risk due to habitat loss and alteration by relocating individuals that are likely to be disturbed by the proposed development.

Specific technical methodologies are specified in the SARA Permit which will allow the relocation of approximately 277 Dense Blazing Star plants, and 180 Willow Leaf Aster ramets (individual stems) and all other plants or ramets that are observed at the time of transplanting, and approximately 3804 m² of associated Tallgrass Prairie vegetation community.

2.0 BACKGROUND

The environmental assessment (EA) pursuant to the *Canadian Environmental Assessment Act* for the Detroit River International Crossing project concluded that the site preparation work for the construction of the new border inspection plaza will result in the loss of species listed (and protected) under the *Species at Risk Act (SARA)*. The mitigation measure outlined was to relocate potentially affected species-at-risk (SAR) which would require obtaining a SARA permit.

This project is related to the implementation of the conditions detailed in the SARA permit issued by Environment Canada (EC) on June 15, 2012.

EC also issued a permit under the Canada Wildlife Act (CWA) for work in the LSCNWA on June 15, 2012.

Thus the two permits are for the following activities:

- 1) Relocation of Willow Leaf Aster and Dense Blazing Star species-at-risk, and Tallgrass Prairie community, and,
- 2) Access into and work within the Corsini Cell Location at the LSCNWA.

3.0 PROPOSED PLAZA AND LSCNWA TRANSPLANT LOCATIONS

The location of the proposed federal plaza and border crossing is within the City of Windsor, Ontario roughly south of the Ojibway Parkway, west of the Ojibway Parkway where it continues south of the E.C. ROW Expressway, and north of the Black Oak Woods Heritage Park.

The Lake St. Clair National Wildlife Area (LSCNWA); specifically the Bear Creek Unit was presented by the Canadian Wildlife Services (CWS) of EC as a feasible option to where SAR can be relocated. The LSCNWA has a stated interest in restoring prairie habitat, and transplanting the Tallgrass Prairie Sod and SAR prairie plants provides an opportunity to increase the Tallgrass

Prairie on-site. Prairie plants grow on the dykes and drier ground. The Tallgrass Prairie habitat is continually enhanced by planting prairie species.

The exact location of the relocation is the Corsini Cell of the Bear Creek Unit of the LSCNWA, located on the eastern side of Lake St. Clair within the Municipality of Chatham-Kent. It is approximately 60 km from the current location of the Tallgrass Prairie and SAR located in the site of the proposed new border inspection plaza (referred to as “Plaza site”) in Windsor.

4.0 SCOPE OF WORK

Between October 1, 2012 and May 31, 2013 (excluding any other time of the year when the ground is frozen, relocate two (2) species that are currently designated as “threatened” under the *Species at Risk Act (SARA)*(S.C. 2002, c.29), and an area of Tallgrass Prairie habitat community to the LSCNWA.

The work would require the relocation of:

- Approximately 277 Dense Blazing Star plants;
- Approximately 180 Willow Leaf Aster ramets;
- All other plants or ramets of these two species that are observed at the time of transplant; and,
- Approximately 3804 m² of associated Tallgrass Prairie habitat community.

All work must be done in compliance with both the SARA permit and the CWA permit issued by EC and the associated Application under the Species at Risk Act (2002) prepared by Morrison Hershfield in 2011. The proposed specific tasks are requirements of the permit are detailed under Appendix A.

4.1 CURRENT SAR LOCATIONS

The following are the current locations and numbers of SAR surveyed in 2010 at the federal plaza that are anticipated to be affected by the proposed project.

- The total number of *Dense Blazing Star (Liatris spicata)* specimens that were found within the survey boundaries was 277. Dense Blazing Star was found in two locations: a Fresh-Moist Tallgrass Prairie remnant (175 plants were found) and a Grey Dogwood Cultural Meadow (102 plants were found).
- The total number of Willow Leaf Aster (*Symphotrichum praealtum var. praealtum*) individual stems found within the survey boundaries of the project was 180. As the plant is rhizomatous, identification of individual plants is difficult, thus this number represents the number of ramets noted in the survey areas.
- Typical habitat for dense blazing star was noted as being Fresh-Moist Tallgrass Prairie habitat community, while typical habitat for the Willow Leaf Aster was found to be the wetter portions of the Fresh-Moist Tallgrass Prairie habitat community.

4.2 GENERAL REQUIREMENTS OF PROPOSED TASKS

EC issued a SARA Permit and a CWA Permit on June 15, 2012. The proposed specific tasks for the relocation of SAR and the preparation of planting areas within the LSCNWA are outlined in the Appendix A of this SOW. The general details of the proposed tasks are as follows:

General requirements include:

- Only qualified personnel, experienced in the identification of the target SAR and familiar with the specific locations, will conduct activities associated with transplanting. Work experience that specialized in the installation of prairie species, precision soil excavation with a loader bucket, dormant weed recognition, manual weed control and removal, the use of mechanized tilling equipment for non-inversion tillage, and techniques and demonstrated experience on projects of similar scope and complexity should be demonstrated. This also includes experience working in and around areas where Species at Risk are located, using proper mitigation techniques to avoid disturbance or harm, supervising and directing excavation, grading, planting, and seeding of restoration construction, and effective communication and quality assurance skills between the field supervisor and other specialty contractors (i.e. transport, equipment operators)
- All activities carried out under the authority of the SARA Permit will be done in accordance with the methodology described in the permit application and associated documentation, and in accordance with any amendments to techniques found in the SAR Permit and Permit under Wildlife Area Regulations from Environment Canada.
- The SARA permit is valid only for activities occurring in specified locations.
- The holder and assistants agree to respect the terms and conditions as described below.
- The SARA permit becomes invalid if terms and conditions described in this permit are not respected.
- If additional species at risk are found at either location, Environment Canada will be contacted at 416-739-4960 to discuss further actions.
- The issuance of the SARA permit does not exempt the permit holder from compliance with relevant Canadian laws and regulations otherwise applicable.
- The SARA permit is only valid in conjunction with a valid Canadian Wildlife Act Permit.
- A copy of the SARA permit shall be kept at each location specified in the permit, where it can be produced immediately upon request.
- This SARA permit is issued for the transplanting of a minimum 277 Dense Blazing Star, 180 Willow-leaf Aster and approximately 3804m² of tallgrass prairie habitat (sod) from the Plaza Crossing Approach (as identified in the application) to the Corsini Cell Location (source location) of the St. Clair National Wildlife Area. If additional plants/ramets of these species are found in the Plaza Crossing Approach, they may be transplanted to the Corsini Cell Location or other area of the National Wildlife Area after discussion and in agreement with Environment Canada and will be subject to the transplanting and monitoring conditions outlined in this permit.

- Prior to exercising any use of the SARA permit, the Environment Canada site manager at the National Wildlife Area (519-354-1418) is to be notified as to the site preparation, transplanting procedures, times and locations of transplanting. All other notifications and questions are to be directed to Environment Canada at 519-739-4960.
- Reasonable effort must be made not to affect habitat or animals located therein.
- Names of assistants overseeing the transplantation and monitoring, as acting under the direct supervision of the permit holder, will be provided to Environment Canada.
- All equipment and materials used at either location will be cleaned prior to entrance to either area to remove the potential for introduction of seeds or individual plants of invasive species or problem plants.

4.3 PROJECT COMPLETION

All work specified under the permits from EC are to be completed between the period date of award of Contract to May 31st, 2013.

4.4 REGULATORY REQUIREMENTS

4.4.1 SPECIES AT RISK ACT (SARA) PERMIT

Work shall be carried out in a manner to avoid impact or harm to any other Species at Risk which are not addressed in the Species at Risk Permit.

4.4.2 MIGRATORY BIRD PROTECTION

The Contractor shall not destroy the active nests (nests with eggs or young birds), or wound or kill birds of species that are protected under the Migratory Birds Convention Act, 1994 and/or Regulations under that Act. When active nests are encountered, the Consultant must cease work in the area and the Project Authority must be contacted.

4.4.3 EXEMPTIONS AND PERMITS

The following environmental exemptions and permits are provided for the work. The obtaining of exemptions and permits mentioned above do not relieve the Contractor of obligations imposed by other regulations or by municipal bylaw.

Exemption and Permit Identification	Exemption and Permit Details and Conditions
<i>Species at Risk Act (SARA)</i> Permit	Issued by EC and provided by TC
Environment Canada/ Canadian Wildlife Service Protected (National Wildlife) Areas Permit	Issued by EC and provided by TC

4.4.4 TAKING OF WATER FOR CONSUMPTIVE USE

The taking of water shall be conducted as per applicable regulatory requirements as well as per approval of the LSCNWA.

4.4.5 NOISE CONSTRAINTS

This provision covers the requirements for control of construction noise produced by the Contractor's operations. With the exception of any exemptions from municipal noise control bylaws that may be indicated elsewhere in the Contract, these requirements do not relieve the Contractor of other obligations imposed by statute or by municipal bylaw. Noise constraints in noise sensitive areas are as follows:

Noise Sensitive Area Limits - Corsini Cell of LSCNWA	
Constraint	Constraint Details
Equipment Maintenance	Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to non-defective muffler systems, properly secured components, and the lubrication of moving parts.
Equipment Operation	Idling of equipment shall be restricted to the minimum necessary to perform the specified work.
Night Construction	Is prohibited between 9:00 pm and 7:00 am on any day.

4.4.6 DEBRIS CLEAN-UP

The Contractor shall ensure that the access roadways affected by the work are kept clear of debris caused by the Contractor. All debris on the traveled portion of the access roadway shall be removed as soon as possible after detection at no extra cost to the Owner.

4.4.7 WASTE DISPOSAL

The following provisions shall be observed during the project:

- Do not bury rubbish and waste materials on site unless approved by Project Authority and LSCNWA.
- Do not dispose of waste or volatile materials, such as fuel, oil or paint thinner into waterways, storm or sanitary sewers.
- Handle waste materials not reused, salvaged, or recycled in accordance with appropriate regulations and codes.
- Remove tools and waste materials on completion of work, and leave work area in clean and orderly condition.
- Clean-up work area as work progresses.
- Source separate materials to be reused/recycled into specified sort areas.
- Remove from site and dispose of packaging materials at appropriate recycling facilities.
- Collect and separate for disposal packaging material for recycling.
- Separate for reuse and/recycling and place in designated containers Steel, Metal, Plastic, Wood waste.
- Place materials defined as hazardous or toxic in designated containers.
- Handle and dispose of hazardous materials in accordance with Regional and Municipal regulations.
- Divert unused metal materials from landfill to metal recycling facility.
- Fold up metal and plastic banding, flatten and place in designated area for recycling.
- Divert discarded plastic plant containers materials from landfill to plastic recycling facility.

4.4.8 IDENTIFICATION OF LOCAL REGULATORY AUTHORITIES

The following is provided for information only, to facilitate contact with and notification to regulatory authorities as required and appropriate.

Regulatory Authority	Notification Requirement
MOE: Spills Action Centre (SAC) 1-800-268-6060	For notification of a spill to the environment under the Environmental Protection Act
Municipalities: City of Windsor 350 City Hall Square West Windsor, Ontario Canada N9A 6S1 1-877-746-4311 Municipality of Chatham-Kent 315 King Street West, P.O. Box 640 Chatham, Ontario N7M 5K8 519.360.1998	For notification of a spill to the environment under the Environmental Protection Act
MOE: Windsor Area District Office 4510 Rhodes Drive, Unit 620 Windsor, Ontario N8W 5K5 Toll free number 1-800-387-7784 Tel: (519) 336-4030 Fax: (519) 336-4280	For Waste Management Approval under the Environmental Protection Act
MNR: District Office Aylmer 615 John Street North Aylmer, ON N5H 2S8 (519) 773-9241	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
DFO: London District Office (519) 668-2722	For notification of the release of a deleterious substance to a watercourse under the Fisheries Act
Local Police: Windsor Police (519) 258-6111 Chatham Kent Police 519-436-6600 OPP 1-888-310-1122	For notification of a Dangerous Occurrence involving dangerous goods under the Transportation of Dangerous Goods Act

4.5 OTHER REQUIREMENTS

4.5.1 ARCHAEOLOGICAL MATERIAL

During construction there is always the chance of encountering buried archaeological material. If this occurs, the Ministry of Culture should be informed and work in the area shall stop. In addition, if unmarked human remains are encountered, the provisions of the Ontario Cemeteries Act apply. Construction activities in the area should cease and contact should be made with the Regional Archaeologist of the Ministry of Culture (Shari Prowse, 519-675-6898) and the Cemeteries Branch of the Ministry of Consumer and Corporate Relations (416-326-8349).

4.5.2 HEALTH AND SAFETY

The Contractor shall develop a Health and Safety Plan that outlines hazard analysis conducted, safe work procedures / practices to be implemented, and safety personnel to be on-site during construction operations. This shall be available at all times for viewing and be made available to all Contractor staff and sub-Contractors. A copy shall be provided to Project Authority for approval a minimum of 1 week prior to commencement of work.

4.5.3 SITE ACCESS, PARKING AND RESTORATION

Any arrangements for access must be agreed upon by TC, the LSCNWA and/or any private land owners.

- The Contractor shall ensure that all work areas are closed to public access for the duration of work.
- The Contractor must provide Transport Canada a minimum of 72 hours written notification of commencement of any work that involves access to the Plaza site, and 72 hours advance written notification to the manager of the LSCNWA for access. All signage shall be in place prior to commencement of any construction activities.
- The access road to the Tallgrass Prairie Remnant at the west end of the Scotten Avenue is gated. The combination to the gate will be provided to the Contractor by TC. The Contractor shall install pylons at the west end of Scotten Avenue or re-lock the gate indicating that Scotten Avenue is closed prior to commencement of the work. At the completion of the contract the Contractor shall remove the pylons and/or re-lock the gate.
- The access road to the Transplant area in the Bear Creek Unit, specifically the Corsini Cell, at the west end of the Meadowvale Line, is gated. The key to the gate will be provided to the Contractor by the LSCNWA. The Contractor shall install pylons at the entrance or re-lock the gate indicating that access road is closed prior to commencement of the work. At the completion of the contract the Contractor shall remove the pylons and/or re-lock the gate. Alternatively, the Contractor may bring their own heavy duty padlock and put it between the existing lock and the chain for the duration of the work.

4.5.4 PRE - WORK MEETING AND SURVEY

Prior to the start of the work, the Contractor shall arrange a meeting with PWGSC, TC and LSCNWA to perform a field survey inspection of the access routes at the federal plaza site and the LSCNWA. The intent of the survey is to document the existing condition of the access roadways to be travelled during the project and transplant areas.

4.5.5 SECURITY

The Contractor assumes responsibility for the security of its equipment and materials while on TC's or the LSCNWA property and the liability is not that of the property owners.

4.5.6 EQUIPMENT REFUELING, MAINTENANCE, AND WASHING

All activities, including equipment maintenance, refueling and truck washing shall be controlled to prevent entry of petroleum products (e.g. Gasoline, oils, lubricants), primers, grouts, bonding adhesives or other hazardous or deleterious substances including any debris, waste, rubble or materials into any watercourse or soil. Hazardous or deleterious substances are to be stored and mixed on protected surfaces away from any watercourse or permeable ground to prevent contamination of soils and waters. Any such material which inadvertently enters any watercourse or soil shall be removed by the contractor, at his own expense, in a manner satisfactory to the contract administrator.

All large equipment working within the limits of any watercourse or designated environmentally sensitive area shall be well maintained to avoid contaminant leakage, shall be free of excess surface oil or grease and shall be equipped with spill kits. Drip pans or other means shall be employed to prevent contamination of water and/or soil for mobile equipment.

5.0 ADMINISTRATIVE

5.1 REPORTING

5.1.1 PROGRESS REPORTS

Constant open communication is required between the Contractor and the Project Authority to ensure that the project conform to the agreed upon schedule and the scope of work is being met. Weekly progress reports shall be provided to the Project Authority during the on-site work. It shall be a brief written correspondence detailing the work that transpired on that given day, ie. the number or area of plants removed, relocated and/or planted, weather conditions, timing, seeding rates, details of techniques, equipment used, challenges and how these were addressed.

Any changes in Scope of Work should immediately be brought to the Project Authority's attention.

Such progress reports shall advise of the project status and any factors, which may influence the planned schedule, budget or deliverables. The progress report should confirm that activities are being completed in accordance with the planned schedule milestones (i.e. status of field work, data analysis, draft report, final report) and budget.

Any anticipated delays in project deliverables or changes to project budget (including any surplus) should be reported to the Project Authority as soon as possible and documented in the progress report.

5.1.2 DRAFT AND FINAL REPORTS

A draft Closure report shall be submitted to the Project Authority in electronic form in Word format within three weeks of the completion of all work.

A final report (two hard copies and an electronic version in pdf) shall be submitted within two weeks of receipt of comments on the draft report.

5.1.3 QUALITY ASSURANCE & QUALITY CONTROL

All Contractors shall identify and adhere to acceptable quality assurance and quality control (QA/QC) procedures throughout the project. QA/QC measures must be explicitly identified in the Contractor's work plan and project report. Draft reports should go through a thorough senior review before they are submitted to the Project Authority.

5.2 CONFIDENTIALITY

The information, data, materials, etc. gathered as part of this study shall be treated as confidential and shall only be discussed with the Project Authority unless otherwise directed.

The Contractor will refer queries on the project from the public, news media, etc. to Project Authority.

No acceptance or approval by the Project Authority, expressed or implied, will be deemed to relieve the Contractor of his or her professional or technical responsibility for the material prepared or assembled by the Contractor, or for work accomplished under this Agreement.

Notwithstanding the above, the Agreement may be terminated at any time, with the right of termination as the sole option of the Project Authority.

5.3 COPYRIGHT STATEMENT

The Contractor shall not include the statement "*copyright by (Contractor) - All Rights reserved - company confidential*" in their report as this is not within the Standing Offer Agreement.

REFERENCES

1. Application for Environment Canada/ Canadian Wildlife Service Protected Areas Permit
2. Willow Leaf Aster, Dense Blazing Star, and Kentucky Coffee Tree – permit application under the *Species at Risk Act*
3. Permit under Wildlife Area Regulations from Environment Canada
4. Permit under the *Species at Risk Act*
5. Activities Requested under the Species at Risk Act for the Detroit River International Crossing Plaza project (Morrison Hershfield, 2011)

Appendix A

Proposed Specific Tasks

Relocation of SAR from Plaza Site
Preparation of Planting Areas within LSCNWA

Proposed Specific Tasks: Relocation of SAR from Plaza Site and Preparation of Planting Areas within LSCNWA

Below are the specific tasks that are requirements of permits issued under the Species-at-Risk Act and the Canadian Wildlife Act. The tasks pertain to the relocation of species-at-risk and work within the Lake St. Clair National Wildlife Area.

Plaza Crossing Approach

1. At the Plaza Crossing Approach, a temporary 50m buffer will be created around the permitted species at risk and their habitat by erecting a perimeter fence prior to the commencement of any construction activities and removing it once transplant is completed.
2. The removal and transplanting of Dense Blazing Star and Willowleaf Aster individuals within the Plaza Crossing Approach shall occur between October 1st and May 31st of any two consecutive years, excluding any time of the year when the ground is frozen or soil/site conditions are unsuitable for transplanting.
3. Dense Blazing Star and Willowleaf Aster (clusters and individuals) found in remnant tallgrass prairie habitat will be moved using the sod transplant method using a sod mover bucket (or similar device) to cut the sod at a minimum depth of 15cm (6") or the required minimum depth to ensure the majority of the root systems remain intact and best protects the plants' root systems. Details of the sod transplant technique and transport of sod are found in the reference "Activities Requested under the Species at Risk Act for the Detroit River International Crossing Plaza project (Morrison Hershfield, 2011)" on page 67 and 68.
4. Prior to digging any individual Dense Blazing Star or Willowleaf Aster plants (those not removed using the sod removal technique); a qualified botanist will clearly flag the individuals when they are most identifiable for transplant.
5. Individual Dense Blazing Star and Willowleaf Aster plants (those not removed using the sod removal technique) shall be removed with their root systems intact and using methods that will minimize the transplant of invasive species. Efforts must be made to ensure the complete removal of all Willowleaf Aster and their root systems for transplanting.
6. Any ripe seed from Dense Blazing Star individuals must be collected. All Dense Blazing Star seeds collected from within the Plaza Crossing Approach shall be scattered within the Corsini Cell Location.
7. For any individual Willowleaf Aster rhizomes removed from the Plaza Crossing Approach, those with a sufficiently long rhizome will be divided and the resulting

rhizome portions will be planted into habitat within the Corsini Cell Location. Division will occur with a sharp knife (or a method that provides equal or greater protection to the Willowleaf Aster) and shall be into small portions of the rhizome, no less than 10cm long, with a length of aerial shoot attached. Rhizome portions shall be planted as soon as possible (at a time of year best suited to transplanting) in the Corsini Cell Location at a depth of 7 to 8 cm, or at a depth that is sufficient to cover the base of the rhizome.

8. All Dense Blazing Star and Willowleaf Aster individuals and associated remnant tallgrass prairie habitat sod will be transplanted as soon as possible so as not to effect the survival of the plants and sod from the inspection plaza site to the Corsini Cell Location in accordance with conditions 21 to 29.
9. No visible *Phragmites* roots or *Phragmites* vegetative material allowed; these must be carefully removed to avoid excessive soil disturbance.

Transport of Sod Pieces and SAR Plants

10. The sod pieces and SAR plants shall be kept out of direct sun and wind, shall be kept cool (under 15 degrees Celcius) but not frozen, and shall be transplanted within 96 hours of removal or stored as directed in the Provision "Storage of Plants".
11. For any deciduous bare root plants, adequate protection will be given to preserve the moisture around the root system.
12. In all cases and at all times, roots will be protected from frost, wind and sun, by such means as a closed van or tarped vehicle with wet straw or other suitable moisture-holding materials placed over the roots. The temperature will be maintained as uniformly as possible at all times by mechanical or other means.

Storage of Plants

13. If the ground is frozen or conditions (weather and site conditions) are unsuitable for immediate planting at the Corsini Cell Location, Willowleaf Aster rhizome portions shall be planted in large pots, which must be at least 10 inches in diameter, and stored in a greenhouse over the winter of any year. All rhizomes shall be planted in the spring of the following year. Another method may be used if it provides equal or greater protection to the Willowleaf Aster individuals. Where Willowleaf Aster individuals are found growing in close association with one another, individual clumps shall be removed, with earth and associated plants attached and the entire mass transplanted into the Corsini Cell Location. The individual clumps shall not be transplanted if there are observable invasive species present in the clump, unless the invasive species can be killed or otherwise removed prior to transplanting
14. If the ground is frozen or conditions (weather and site conditions) are unsuitable for immediate planting at the Corsini Cell Location, Dense Blazing Star shall be planted in large pots, which must be at least 10 inches in diameter, and stored in a greenhouse over the winter of any year. All plants shall be planted in the spring of the following year. Another method may be used if it provides equal or greater protection to the Dense Blazing Star individuals. Where Dense Blazing Star individuals are found growing in close association to one another, they shall be removed as an individual clump, with earth

- and associated plants attached and transplanted as an entire mass. The individual clumps shall not be transplanted if there are observable invasive species present in the clump, unless the invasive species can be killed or otherwise removed prior to transplanting.
15. If immediate transplanting of Dense Blazing Star and Willowleaf Aster is not possible, the removed individuals and the remaining sod and soils may be stored in facilities under temperature and environmental conditions which will ensure their dormancy and keep them in viable condition until they can be planted in the following year in accordance with conditions 21 to 29.
 16. If over-winter storage is necessary, each removed Willowleaf Aster and Dense Blazing Star individual must have the majority of aboveground biomass cut back, so that each over-wintering Willowleaf Aster and Dense Blazing Star individual consists of an entire root mass and a portion of the aerial shoots.

Corsini Cell Location Site Preparation and Planting

17. Site preparation of the Corsini Cell Location will include the removal of existing topsoil and associated plants in an area suitably large to accommodate the sod pieces without any overlap, and to a depth that will accommodate the transplant sod from the Plaza crossing Approach. Improvement to access lanes or the installation of an access ramp on the National Wildlife Area is expressly not permitted. Additionally, a 30m wide area around the sod transplant area must be tilled using non-inversion tilling techniques to a maximum depth of 20 cm and all plant growth must be completely removed within this area. This area will be used for seeding with Tallgrass Prairie seed of a local ecotype and Dense Blazing Star seed collected from the plaza site. The area indicated in the document “Willow Leaf Aster, Dense Blazing Star, and Kentucky Coffee Tree – permit application under the Species at Risk Act” is to be used for guidance as to the area to be prepared, however minor modifications (within 25m) may be made to suit site conditions when carrying out the work. After staking out the area for preparation, approval must be obtained from the LSCNWA prior to soil removal and tilling.
18. Topsoil and vegetation removed from the Corsini Cell Location will be placed on the National Wildlife Area within the Corsini Cell at a location identified by the National Wildlife Area program staff within the Corsini Cell for future use by the National Wildlife Area. If this topsoil is not to be used immediately by the National Wildlife Area then it must be covered with soil and seeded with annual oats.
19. If the Corsini Cell Location is not planted immediately after site preparation, then the site must be seeded with annual oats. The site must then be scraped before the transplant is done in order to remove any seeds and vegetation that may have blown in during that period to minimize the establishment or propagation of invasive species.
20. For excavated areas, there is to be no tilling or mixing of the remaining topsoil with the mineral subsoil prior to planting; however, a light loosening by tilling or scarifying for a 5 cm depth may be carried out.
21. Lay sod pieces to fit as closely together as possible and form soil below the sod to fit around the base of the piece. Butt pieces as closely as possible without overlapping

- pieces. Fill all areas between sod pieces with soil excavated from the Tallgrass Prairie area at the Plaza site. Ensure all plant material growing points are at grade.
22. Individual Dense Blazing Star plants and approximately 1,385 Dense Blazing Star plugs (there is an opportunity to take the required amount of plugs from a local greenhouse with a storage cost of 28 cents per plug per month) will be planted randomly between sod pieces in the loose prairie soil used to fill areas between sod pieces, and at a minimum of 0.5 m (metre) apart. Dense Blazing Star individuals shall be placed in the ground at a soil depth of 35 cm with the top of the corm no greater than 5cm (2") from the soil surface, or at a depth that is sufficient to cover the base of the corm, and shall be covered with soil. Dense Blazing Star individuals may be planted in the ground at a depth which provides equal or greater protection to Dense Blazing Star individuals than the method just described.
 23. Dense Blazing Star plugs shall be planted in areas of full sunlight and shall be targeted for planting between October 1st and May 31st excluding any time of the year when the ground is frozen and planted in accordance with condition 17.
 24. Individual Willowleaf Aster will be planted within the tallgrass prairie habitat at the Corsini Cell Location within sod pieces supporting existing populations of Willowleaf Asters.
 25. Gaps between sod pieces will be filled with clean, low nutrient, 99% weed-free loam topsoil or loose tallgrass prairie soil from the plaza site at a thickness sufficient to minimize invasive species (and other weedy species) in the seedbed from growing.
 26. Once topsoil has been applied, gaps between sod pieces and the area adjacent to the transplanted sod pieces and all disturbed soils within the additional 30m wide prepared seeding areas will be made level and weed free, firmed, and then seeded with annual oats and tallgrass prairie mix from a local ecosite (to be approved by Environment Canada) and all Dense Blazing Star seed collected from the plaza site. Seeding will be carried out in fall or spring. The seeding rate is to be 25 kg/Hectare of the Tallgrass Prairie seed and also for the Annual Oats.
 27. Provide close contact between sod/seed and soil by light rolling or tamping; use of a heavy roller to correct irregularities in the grade is not permitted.
 28. All seeded areas are to be covered with 20 mm to 40 mm of clean, weed-free straw.
 29. All transplanted and seeded areas are to be watered immediately after transplanting to a minimum depth of 200 mm unless natural precipitation occurs within 36 hours and exceeds 15mm. Discharge must be under complete control at all times, and be delivered at low enough pressures to avoid any soil erosion. Water shall be uniformly applied at a maximum precipitation rate of 5 mm per hour.

ANNEX C

EVALUATION CRITERIA

1.1.1 Mandatory Technical Criteria

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

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

Bid Preparation Instructions

Mandatory Technical Criteria (MT)		
For the purpose of: the mandatory technical criteria specified below, the experience of the Bidder, the Bidder's Proposed Resources and its subcontractors will be considered.		
The Bidder's Proposed Resources		
Experience		
Number	Mandatory Technical Criterion	Cross reference to Proposal where substantiating detail is provided
MT1	<ul style="list-style-type: none"> • experienced in the identification of the target SAR and activities associated with transplanting. • experienced in the installation of prairie species, precision soil excavation with a loader bucket, dormant weed recognition, manual weed control and removal, the use of mechanized tilling equipment for non-inversion tillage. 	

1.1.2 Point Rated Technical Criteria

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

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

Point Rated Technical Criteria (RT) and Scores	Cross reference to Proposal where substantiating detail is provided
Understanding of the Assignment	

<p>The Bidder should demonstrate their understanding of:</p> <ul style="list-style-type: none"> a) the types and number of species to be relocated; b) the location of the site where the species are currently located and the site they are to be relocated c) how all work will be done in compliance with SARA permit and the CWA permit; and, d) the other regulatory requirements outside the SARA permit and CWA permit; 	<p>40</p>
<p>Methodology, Work Plan and Schedule</p>	
<p>Quality of the Work Plan</p> <p>The Bidder is to provide a work plan that should include all tasks related to the Scope of Work including:</p> <ul style="list-style-type: none"> • a Gantt chart that shows dates for project milestones consistent with the Scope of Work; • a description of Quality Assurance (QA) and Quality Control (QC) methods proposed to be employed; • how the bidder will assure all work conducted is done in compliance with the SARA permit and CWA permit; and, • a suitable assignment of Team Members in accordance with qualifications and experience. <p>Bidders should provide a simple contribution matrix showing the tasks, the team members assigned to each task and their respective level of effort for each resource.</p>	<p>50</p>
<p>Corporate Experience</p>	
<p>1.The Bidder should provide a summary of three (3) similar projects of similar size and complexity which should include:</p> <ul style="list-style-type: none"> a) A brief description of the project including the Bidder’s scope of work on the composite project b) The timeframe during which the work was completed c) The value of the project <p>If more than three is provided PWGSC will only evaluate the first three projects.</p> <p>2.The summaries should demonstrate the Bidder’s experience in:</p> <ul style="list-style-type: none"> a) Working in and around areas where Species at Risk are located 	<p>60</p>

<ul style="list-style-type: none"> b) Identification and relocation of Species at Risk c) The use of proper mitigation techniques to avoid disturbance or harm d) Development and utilization of Quality Assurance (QA) and Quality Control (QC) methods e) Satisfying the requirements of SARA permits and CWS permits 	
Team Members Experience/Field Supervisor	
<p>The Bidder should demonstrate through a description of each team member's qualifications, experience and work on projects of similar size and complexity that the proposed team has experience in:</p> <ul style="list-style-type: none"> • Identification of the target SAR • Work that specialized in the installation of prairie species, precision soil excavation with a loader bucket, dormant weed recognition, manual weed control and removal, and the use of mechanized tilling equipment for non-inversion tillage • Working in and around areas where Species at Risk are located, using proper mitigation techniques to avoid disturbance or harm, supervising and directing excavation, grading, planting and seeding of restoration construction, and effective communication and quality assurance skills between the field supervisor and other specialty contractors. 	200
<p>The Bidder should demonstrate through three (3) projects of similar scope and complexity (can be the same projects as above or different projects) that the Field Supervisor has the experience and skills to lead the team assembled as required and clearly delegate with appropriate authority.</p>	50
TOTAL TECHNICAL MERIT	400

Note: Bidders must achieve **75%** of the total technical point rating points (300 points) to qualify for the next step.