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PART 1 – GENERAL INFORMATION

1. TITLE

Assessment of the conservation status of lichens, bryophytes, vascular plants, odonates, butterflies, amphibians, reptiles, birds, and mammals in Atlantic Canada

2. SUBJECT

The purpose of the work is Assess the status of lichens, bryophytes, vascular plants, odonates, butterflies, amphibians, reptiles, birds, and mammals in each province of Atlantic Canada (New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador) using the ranking methodology of NatureServe.

3. STATEMENT OF WORK

The bidder shall execute the work in accordance with the Statement of Work located in Appendix « A »

4. PERIOD OF THE CONTRACT

The period of the contract is from the date of **issuance to July 15th, 2015.**

5. 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 10 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

6. PRIORITY OF DOCUMENTS

If there is a discrepancy between the wordings 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) Annex A – Statement of Work
- (b) Annex B – Proposal Instructions
- (c) Annex C – Evaluation Criteria
- (d) Annex D – Former Public Servant Certification

PART 2 – BIDDER INSTRUCTIONS

1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

1.1 DEFINITION OF BIDDER



"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

1.2 SUBMISSION OF BIDS

1. Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder.
2. It is the Bidder's responsibility to:
 - a) obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
 - b) prepare its bid in accordance with the instructions contained in the bid solicitation;
 - c) submit by closing date and time a complete bid;
 - d) send its bid only to Canada specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
 - e) ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
 - f) provide a comprehensive and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
3. Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS) <https://buyandsell.gc.ca> . Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
4. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.



5. Bid documents and supporting information may be submitted in either English or French.
6. Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21).
7. Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
8. A bid cannot be assigned or transferred in whole or in part.

Bids must be submitted to Environment Canada (EC) only on or before the date and time specified on page 1 of the bid solicitation.

1.3 LATE BIDS

Canada will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

1.4 DELAYED BIDS

1. A bid delivered after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable:
 - a. a CPC cancellation date stamp; or
 - b. a CPC Priority Courier bill of lading; or
 - c. a CPC Xpresspost label that clearly indicates that the bid was mailed before the bid closing date.
2. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted.
3. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

1.5 LEGAL CAPACITY



The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture

1.6 RIGHTS OF ENVIRONMENT CANADA

EC reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Environment Canada.

1.7 Rejection of Bid

1. Canada may reject a bid where any of the following circumstances is present:
 - a. the Bidder is subject to a Vendor Performance Corrective Measure, under the Public Works and Government Services Canada (PWGSC) "*Vendor Performance Corrective Measure Policy*", which renders the Bidder ineligible to bid on the requirement;

<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/section/8/180>
 - b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the "*Vendor Performance Corrective Measure Policy*", which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;
 - c. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - d. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;



- e. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - f. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
2. Where Canada intends to reject a bid pursuant to a provision of subsection 1. (f), the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
3. Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
- a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada

1.8 COMMUNICATIONS – SOLICITATION PERIOD

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive.

To ensure consistency and quality of information provided to bidders, significant enquiries received and their replies will be posted on the Government Electronic Tendering Service (GETS). For further information, consult Part 2 - Bidder Instructions, Subsection 1.2 - Submission of Bids section



1.9 PRICE JUSTIFICATION

In the event that sole responsive bid is received, the Bidder must provide, on EC's request, one or more of the following price justifications:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. Price or rate certifications; or
- e. Any other supporting documentation as requested by EC.

1.10 BID COSTS

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

1.11 CONDUCT OF EVALUATION

1. In conducting its evaluation of the bids, EC may, but will have no obligation to, do the following:
 - a. seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
 - b. contact any or all references supplied by bidders to verify and validate any information submitted by them;
 - c. request, before award of any contract, specific information with respect to bidders' legal status;
 - d. conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;



- e. correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
 - f. verify any information provided by bidders through independent research, use of any government resources or by contacting third parties;
 - g. interview, at the sole cost of the bidder, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.
2. Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

1.12 JOINT VENTURE

1. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - c. the name of the joint venture, if applicable.
2. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
3. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solitarily liable for the performance of any resulting contract.

1.13 CONFLICT OF INTEREST – UNFAIR ADVANTAGE

1. In order to protect the integrity of the procurement process, bidders are advised that EC may reject a bid in the following circumstances:



- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b. If the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other Bidders and that would, in EC's opinion, give or appear to give the Bidder an unfair advantage.
2. The experience acquired by a Bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by EC as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
 3. Where EC intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within EC's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

1.14 ENTIRE REQUIREMENT

The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

1.15 FURTHER INFORMATION

1. For further information, bidders may contact the Contracting Authority identified in the bid solicitation.
2. For bid solicitations enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid solicitation.

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

2. 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 EC 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 EC determines that the enquiry is not of a proprietary nature. EC 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 EC.

3. APPLICABLE LAWS

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

i. BID PREPARATION INSTRUCTIONS

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

Section I: Technical Bid (3 hard copies or an electronic copy by E-Mail)

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. The bidders must clearly and separately show that they meet mandatory and rated criteria.

Section II: Financial Bid (3 hard copies or an electronic copy by E-Mail)

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

The **total cost** of the contract must also include, but not limited to, all related costs.

Section III: Certifications



Bidders must submit the certifications required under Part 5.

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>). To assist Canada in reaching its objectives, bidders should:

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

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 Environment Canada will evaluate the bids.

1.1 TECHNICAL EVALUATION

1.1.1 Mandatory Technical Criteria

Mandatory Evaluation Criteria are detailed under Annex C

1.1.2 Point Rated Technical Criteria

Point Rated Evaluation Criteria are detailed under Annex C



1.2 FINANCIAL EVALUATION

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

Bids valued in excess of \$80,000.00 will be considered non-responsive. This disclosure does not commit EC to pay the maximum funding available.

ii. BASIS OF SELECTION

2.1 HIGHEST RATING WITHIN BUDGET

1. To be declared responsive, a bid must:
 - a. Comply with all the requirements of the bid solicitation;
 - b. Meet all mandatory technical evaluation criteria; and
 - c. Obtain the minimum points required 51 pts on 75 for the technical evaluation criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
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 prorated against the highest score as follows: total number of points obtained / highest bidder’s rated score multiplied by 70.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price as follows: Lowest bidder price /bidder’s Price multiplied by 30.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example:

$$TotalPoints = \frac{Bidder'sRatedScore}{HighestBidder'sRatedScore} \times 70 + \frac{LowestBidderPrice}{Bidder'sPrice} \times 30$$



Request for Proposal: **K2A51-14-0011**

Bidder	Bidder's Rated Score	Bidder's Price	Points for Technical/ Management Components	Points for Price	Total Points
Bidder A	80	\$30,000	$(80 \div 90) \times 70 = 62.2$	$(30,000 \div 30,000) \times 30 = 30$	$62.2 + 30 = \mathbf{92.2}$
Bidder B	85	\$40,000	$(85 \div 90) \times 70 = 66.1$	$(30,000 \div 40,000) \times 30 = 22.5$	$66.1 + 22.5 = \mathbf{88.6}$
Bidder C	90	\$35,000	$(90 \div 90) \times 70 = 70$	$(30,000 \div 35,000) \times 30 = 25.7$	$70 + 25.7 = \mathbf{95.7^*}$

*In this example, Bidder C will be recommended for award of the contract.

In the event of a tie, the proposal receiving the highest score for the technical evaluation will be selected.

PART 5 – CERTIFICATIONS

2. Mandatory certifications required with bid

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

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

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

Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

3. Contract with former public servants.

Bidders must submit the following duly completed certifications with their bid. Reference ANNEX D

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.

Definitions

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

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

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

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

PART 6 – CONTRACT CLAUSES

1. Authorities

1.1 CONTRACTING AUTHORITY

THE CONTRACTING AUTHORITY FOR THE CONTRACT IS:

Moufid Samri
Finance Branch - Environment Canada
105 McGill, 5e étage,
Montréal QC H2Y 2E7

E-MAIL: MOUFID.SAMRI@EC.GC.CA

The Contracting Authority is responsible for the management of the contract and any changes to the contract must be authorized in writing by the Contracting Authority. The Contractor must



not perform work in excess of or outside the scope of the contract based on verbal or written requests or instructions from anyone other than the Contracting Authority.

1.2 SCIENTIFIC AUTHORITY

The name and contact information of the Scientific Authority/Departmental Representative shall be known upon contract award.

The Scientific Authority is the representative of the department and is responsible for all matters concerning the technical content of the work under the contract. Technical matters may be discussed with the Scientific Authority; however the Scientific 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.

1.3 CONTRACTOR'S REPRESENTATIVE

Name and phone number of the contact-person:

General information:

Name: _____

Telephone number: _____

E-mail: _____

Follow-up on the work:

Name: _____

Telephone number: _____

E-mail: _____

Goods and Services Tax (GST) or the Harmonized Sales Tax Number: _____

2. Payment

2.1 BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price per sample, as specified in contract. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2.2 LIMITATION OF PRICE

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

2.3 METHOD OF PAYMENT

Environment Canada (EC) will pay the Contractor for work performed on 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 invoicing instructions provided in the contract;
- b) all such documents have been verified by EC;
- c) the work performed has been accepted by EC.

3 Invoicing Instructions

The contractor will bill the total amount of services rendered. Payment will be made 30 days after the date of receipt of the invoice.

4 Taxes

1. Federal government departments and agencies are required to pay Applicable Taxes.
2. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
3. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
4. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between bid submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before bid submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
5. Tax Withholding of 15 Percent – Non Resident Contractors
Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

5. Inspection and acceptance

All work must be performed to the satisfaction of Environment Canada or the designated representative for review and acceptance.



6. Intellectual Property

Environment Canada has determined that any intellectual property rights arising from the performance of the work under the resulting contract will belong to Canada, on the following grounds: ***(6.4.1) the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.***

7. Law on access to information

Subject to the *Access to Information Act*, R.S. 1985, c.A-1, the parties agree that the terms of this Agreement are confidential and each party shall use the same degree of care to prevent disclosure of the terms of this Agreement to third parties as it uses to protect its own confidential information of similar nature.



ANNEX "A" STATEMENT OF WORK

Title: Assessment of the conservation status of lichens, bryophytes, vascular plants, odonates, butterflies, amphibians, reptiles, birds, and mammals in Atlantic Canada

All enquiries concerning this solicitation must be submitted in writing to the contracting authority named below as early as possible within the bidding period. Enquiries should be received by the contracting authority no later than five (5) working days prior to the bid closing date specified herein to allow sufficient time to provide a response.

Intellectual Property

The Crown has determined that any intellectual property arising from the performance of the Work under the Contract will vest in Canada, on the following grounds:

6.4 Where the main purpose of the Crown Procurement Contract, or of the deliverables contracted for, is:

6.4.1 To generate knowledge and information for public dissemination;

Purpose:

Assess the status of lichens, bryophytes, vascular plants, odonates, butterflies, amphibians, reptiles, birds, and mammals in Atlantic Canada. The ranks will be utilized by the National General Status Working Group (NGSWG) in preparation for future assessments of these taxonomic groups in the reports of the *Wild Species* series.

Background:

As part of the program on the General Status of species in Canada, this contract will contribute to fulfilling the commitments made by Environment Canada in conformity with the *National Framework for Species at Risk Conservation*, the *Accord for the Protection of Species at Risk*, and the *Species at Risk Act* (SARA).

Scope:

Assess the status of lichens, bryophytes, vascular plants, odonates, butterflies, amphibians, reptiles, birds, and mammals in each province of Atlantic Canada (New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador) using the ranking methodology of NatureServe.

Statement of Work:



Tasks to be completed by the Contractor during the project period include:

- Follow the methodology outlined in the document titled “NatureServe Conservation Status Assessments: Methodology for Assigning Ranks” and also, for more detailed information, in the document titled “NatureServe Conservation Status Assessments: Factors for Evaluating Species and Ecosystem Risk” (available at <http://www.natureserve.org/publications/library.jsp>).
- Follow the ranking system of NatureServe by using the Excel document titled “NatureServe Conservation Status Assessments: Rank Calculator” (most recent version available at <http://www.natureserve.org/publications/library.jsp>).
- Use data from collections or other references to build a species list and to develop the ranks. The approach must be based on the best available information.
- Input available data about rarity and/or threats and/or trends directly in the rank calculator of NatureServe. Information must be for example about distribution, abundance, specialization to a specific limited habitat, a specific behavior of the species...
- Use the calculator to generate a rank on the status of the species in the jurisdiction, verify the suitability of the rank outputted by the rank calculator, and propose a revised rank if necessary.
- Fill one rank calculator for each province in Atlantic Canada.
- Write in the columns for comments a detailed justification for each species in each jurisdiction that outlines the sources and references of the information inputted in rank calculator.
- Write clearly in the justification if the species is exotic to the jurisdiction. The rank “Not Applicable” (SNA) includes both exotic species (species that have been moved beyond their natural range as a result of human activity) and accidental species (species occurring infrequently and unpredictably outside their usual range, but arrived in Canada by themselves or through a natural phenomenon such as a storm). Exotic species must be clearly differentiated.
- Compile results in an electronic spreadsheet.
- Work in collaboration with all provincial governments in Atlantic Canada (New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland and Labrador) to develop the ranks for all taxonomic groups covered in this contract, and also with the regional office of the Canadian Wildlife Service in Atlantic Canada for the birds.
- Communicate with the Scientific Authority and apply the recommendations of the Scientific Authority and the requirements of this Agreement with regards to the work covered in this Agreement.



Deliverables:

Deliverable #1: Provide one rank calculator (electronic spreadsheet) for each province in Atlantic Canada that includes available data about rarity and/or threats and/or trends, a rank on the status of the species, and detailed justifications outlining the sources and references of the information inputted in rank calculator for each species of bryophytes, lichens, and butterflies present in the jurisdiction. To be completed on or before January 1, 2015.

Deliverable #2: Provide one rank calculator (electronic spreadsheet) for each province in Atlantic Canada that includes available data about rarity and/or threats and/or trends, a rank on the status of the species, and detailed justifications outlining the sources and references of the information inputted in rank calculator for each species of odonates, amphibians, reptiles, birds, and mammals present in the jurisdiction. To be completed on or before March 31, 2015.

Deliverable #3: Provide one rank calculator (electronic spreadsheet) for each province in Atlantic Canada that includes available data about rarity and/or threats and/or trends, a rank on the status of the species, and detailed justifications outlining the sources and references of the information inputted in rank calculator for each species of vascular plants present in the jurisdiction. To be completed on or before July 15, 2015.

Milestone Payment

Method and breakdown of payment:

Payment will be made upon submission of a detailed invoice indicating that the milestone deliverable has been completed, and upon completion and review of the deliverables, including accompanying digital files and records.

Payments will be made for the following deliverables:

January 1, 2015 – Payment of 25% of the total contract value following completion, submission and acceptance of Deliverable #1.

March 31, 2015 – Payment of 30% of the total contract value following completion, submission and acceptance of Deliverable #2.

July 15, 2015 – Payment of 45% of the total contract value following completion, submission and acceptance of Deliverable #3.

Project Budget

- Environment Canada has established funding for this project at a maximum amount of \$80,000.00 excluding applicable taxes,

Total value of contract shall not exceed 80,000\$ (excluding applicable taxes)

This covers the period from date of award to July 15, 2015.

Submission of Proposals:

The proposal should describe in sufficient detail the technical qualifications and relevant experience of the contractor and key professional staff and sources of reference data/information.

The proposal should include technical, cost and company expertise components which respond to the following requirements:

1. Technical Component

The proposal should include a statement of understanding, not to exceed one page in length, of the work to be undertaken and why it has been requested. The proposal should present a work plan and describe how the contractor would carry out the tasks to achieve the project objectives.

2. Cost Component

The cost quotation must identify the level of effort and estimated cost for each task in the work plan. No travel will be paid through this contract.

The total cost of this project shall not exceed \$80,000.00 (applicable taxes excluded).

3. Company Expertise Component

The proposal should identify:

- The professional staff to be assigned to the project and their expected contribution to the project,
- Staff experience directly relevant to the work,
- Relevant company experience directly related to the work (for prime and sub-contractors)



ANNEX "B" FIANCIAL PROPOSAL

The price of each bid will be evaluated in Canadian dollars, the Goods and Services Tax (GST) or the Harmonized Sales Tax excluded.

DELIVERABLES	Price
First Deliverable	\$
Second Deliverable	\$
Third Deliverable	\$
TOTAL*	\$

* The **total cost** of the contract must include all related costs to the contract (excluding GST/HST)



ANNEX "C" EVALUATION & SELECTION CRITERIA

For a proposal to be deemed technically compliant, the proposal must meet the specified minimum requirements for each rated criteria. The Bidder with the highest combined rating for technical (70%) and price (30%) will be recommended for award of the contract. The combined rating (i.e. total points) will be determined using Equation 1 (Appendix B). If no acceptable bids are received, Environment Canada has the right to not award this contract.

The proposal must include a detailed description of the approach, methodology and the work plan describing how the Contractor would carry out the study to achieve the above objectives. Any relevant information to enable Environment Canada to adequately score the proposal based on the criteria listed below must be included.

	MANDATORY CRITERIA	Yes/No
M1	The expert, or all members of a team of experts, proposed by the bidder to complete the work must have an undergraduate degree in biology. Proof of degree(s) must be provided upon request.	
M2	The bidder must have a minimum of 5 years of experience in working on projects related to the diversity, abundance and distribution of species in Atlantic Canada.	
M3	The bidder must demonstrate experience (at least one project) in assessing the conservation status of species through a ranking system.	
M4	The bidder must demonstrate experience (at least one project) of collaboration with the wildlife department of the government of New Brunswick, of the government of Nova Scotia, of the government of Prince Edward Island, and of the government of Newfoundland and Labrador.	



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	POINT RATED TECHNICAL CRITERIA	Maximum Score	Score
1. APPROACH, METHODOLOGY, WORKPLAN (MAX. 45 POINTS) MINIMUM REQUIRED: 34 POINTS	R1. Are the approach and methodology logical, thorough and well defined for each of the tasks in the Statement of Work?	Max. 40 points Min. 24 pts	
	The approach is logical and well defined; the steps in the methodology are logical and clearly identified; and challenges are identified and addressed	40	
	The approach is logical and defined; steps are logical and identified; and challenges have been identified but not addressed	32	
	The approach is identified; steps are identified with some information missing in their description; and challenges are identified but not addressed	24	
	The approach is vague; steps are identified but not well defined; and challenges are either not identified or not addressed	16	
	The approach is vague; steps are missing; and challenges are not identified nor addressed	8	
	The approach and methodology are not presented.	0	
	R2. Does the workplan identify milestones and how the contractor will achieve the objectives?	Max. 5 points Min. 3 pts	
	The proposal clearly identifies the milestones, timelines and deliverables for all of the requirements in the Statement of Work	5	
	The proposal is missing information related to the milestones, timelines and deliverables for some of the requirements identified in the Statement of Work	3	
	The proposal is missing information related to the milestones, timelines and deliverables for many of the requirements identified in the Statement of Work	1	
	The proposal is missing information related to the milestones, timelines and deliverables for the requirements identified in the Statement of Work	0	



<p>2. EXPERIENCE OF THE PROPOSED EXPERT (MAX. 30 POINTS) MINIMUM REQUIRED: 21 POINTS</p>	<p>R3. Do the number or types of projects and project experience make the bidder well suited to complete the assignment?</p> <p>How many different projects or studies on the diversity, abundance and distribution of species in Atlantic Canada has the bidder carried out over the last ten years? Projects/studies must be clearly listed and described in the proposal.</p> <p style="text-align: center;">More than 7 projects</p> <p style="text-align: center;">3 to 7 projects</p> <p style="text-align: center;">Less than 3 projects</p> <p style="text-align: center;">None</p> <p>R5. Does the bidder have the appropriate experience and skill set to manage projects of this nature?</p> <p>How many different projects or studies on assessing the conservation status of species has the bidder carried out over the last ten years? Projects/studies must be clearly listed and described in the proposal.</p> <p style="text-align: center;">More than 3 projects</p> <p style="text-align: center;">2 projects</p> <p style="text-align: center;">1 project</p> <p style="text-align: center;">None</p>	<p>Max. 15 points Min. 12 pts</p> <p style="text-align: right;">15</p> <p style="text-align: right;">12</p> <p style="text-align: right;">6</p> <p style="text-align: right;">0</p> <p>Max. 15 points Min. 12 pts</p> <p style="text-align: right;">15</p> <p style="text-align: right;">12</p> <p style="text-align: right;">6</p> <p style="text-align: right;">0</p>	
<p>Total Possible Points</p>		<p>Min. 75 pts Min. 51 pts</p>	



Selection Method

Technical Rating

The proposal that obtained the highest score for the technical evaluation, as presented in appendix A, will be assigned a weight of 70%. All other proposals that meet the minimum score requirements for the technical evaluation will be prorated.

Cost Rating

The proposal presenting the lowest cost while meeting the minimum score requirements for the technical evaluation will be assigned a weight of 30%. All other proposals that meet the minimum score requirements for the technical evaluation will be prorated.

Both the technical rating and the cost rating will be used to determine the final score, as illustrated by the example below:

Equation 1:

$$Total\ Points = \left(\frac{Bidder's\ Rated\ Score}{Highest\ Bidder's\ Rated\ Score} \times 70 \right) + \left(\frac{Lowest\ Bidder's\ Price}{Bidder's\ Price} \times 30 \right)$$

Example:

Bidder	Bidder's Rated Score	Bidder's Price	Points for Technical/ Management Components	Points for Price	Total Points
Bidder A	80	\$30,000	$(80 \div 90) \times 70 = 62.2$	$(30,000 \div 30,000) \times 30 = 30$	$62.2 + 30 = 92.2$
Bidder B	85	\$40,000	$(85 \div 90) \times 70 = 66.1$	$(30,000 \div 40,000) \times 30 = 22.5$	$66.1 + 22.5 = 88.6$
Bidder C	90	\$35,000	$(90 \div 90) \times 70 = 70$	$(30,000 \div 35,000) \times 30 = 25.7$	$70 + 25.7 = 95.7^*$

*In this example, Bidder C will be recommended for award of the contract.

In the event of a tie, the proposal receiving the highest score for the technical evaluation will be selected.



ANNEX "D"

Former Public Servant Certification – Competitive Requirement

To be completed (by each of the contractor's employees assigned to the contract) and attach to your submission

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.

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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the, R.S., 1985, c.C-17, the 4, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

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

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



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

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

Work Force 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 Harmonized Sales Tax.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

Signed

Date