



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment Canada / Réception des soumissions – Environnement Canada</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Economic Activities and Benefits Associated with Selected Species in Canada</p>	
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP K1A12-14-9029</p>	
	<p>Date of Bid solicitation (YYYY-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ) 2014-11-20</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 2014-12-10</p>	<p>Time Zone – Fuseau horaire</p> <p>Atlantic Standard Time</p> <p>la heure normale de l'Atlantique</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Carole Daigle</p>	
	<p>Telephone No. – N° de téléphone 902-426-0935</p>	<p>Fax No. – N° de Fax 902-426-2690</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</p> <p>2015-05-29</p>	
	<p>Destination - of Services / Destination des services</p> <p>See herein /</p> <p>Security / Sécurité</p> <p>See herein</p>	
	<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>	
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	

	<p>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)</p> <p>Signature Date</p>
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TITLE: Economic Activities and Benefits Associated with Selected Species in Canada

PART 1 - GENERAL INFORMATION

1. Introduction

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

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

The Attachments include Point Rated Technical Criteria.

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

2. Summary

- 2.1 Environment Canada has a requirement for an economic analysis and valuation of natural resources as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from contract award date to twenty (20) weeks following contract award date.

There is a need to better understand the current state of knowledge of economic activities and values associated with selected species. An in-depth analysis is required to define a business as usual scenario when considering management/protection options for the selected species. This analysis involves the identification of activities and benefits associated with the selected species and estimation of the corresponding monetary and non-monetary values – values that can serve to conduct a rigorous and comprehensive economic analysis related to changes in species populations, habitats etc.

- 2.2 Bidders must provide a list of names, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 2014-09-25 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The standard instructions 2003 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: "Deleted"

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

Delete: In its entirety

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

At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment Canada"

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

Delete: In its entirety

Insert: "Bids may be submitted by facsimile if specified in the bid solicitation."

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

Delete: In their entirety

Insert: "Deleted"

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

Delete: "the Procurement Business Number of each member of the joint venture,"

Insert: "Deleted"

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

Delete: In its entirety

Insert: "Deleted"

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid (To Be Completed by Bidder)

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than six (6) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

6. Basis for Canada's Ownership of Intellectual Property

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

- (6.2) statutes, regulations or previous obligations of Canada to a third party or parties preclude contractor ownership of the Intellectual Property Rights in Foreground Information;

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 (3 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (2 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>). To assist Canada in reaching its objectives, bidders should:

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

Section I: Technical Bid

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

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

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

Section II: Financial Bid

1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

1.2 The maximum budget for this contract is as follows, (excluding taxes):

- \$55,760.00 for the period: Contract Award Date to March 31, 2015
- \$13,940.00 for the period: April 1, 2015 – May 29, 2015

1.3 Price Breakdown

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

- (a) **Professional fees:** For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) **Materials and Supplies (if applicable):** The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (c) **Other Direct Charges (if applicable):** The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (d) **Applicable Taxes:** The bidders should indicate the Applicable Taxes separately.

1.4 Bidders should include the following information in their financial bid:

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

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

1.1 Technical Evaluation

1.1.1 Point Rated Technical Criteria

1.2 Financial Evaluation

1.2.1 Evaluation of Price

For evaluation purposes only, the price of the bid will be determined as follows:

2. Basis of Selection

See Attachments 1 and 2, to Part 4.

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

Bidders will be evaluated on the following Evaluation Criteria and must achieve a score of at least 70%. Proposals scoring less than 70% will not be given further consideration. The basis of selection will be the highest combined rating of technical merit and price.

The *responsive* (compliant) Bidder with the highest combined rating of technical merit (**80%**) and price (**20%**) will be recommended for award of a contract. See the following example below.

Contractor Selection Method is based on the Responsive Bidder achieving the **highest total points**.

Formula:

$$\frac{\text{Bidder's Rated Score}}{\text{Highest Bidder's Rated Score}} \times 80 + \frac{\text{Lowest Bidder Price}}{\text{Bidder's Price}} \times 20$$

Example:

Description	Bidder A	Bidder B	Bidder C
Bidder Technical Points Received	1210	1000	950
Bidder Proposed Price	\$75,000	\$81,000	\$71,000

Final Evaluation Score Calculation:

Bidder	Points for Technical Score	Points for Price	Total Points
Bidder A	$(1210 / 1210) \times 80 = 80$	$(71,000 / 75,000) \times 20 = 18.9$	98.9
Bidder B	$(1000 / 1210) \times 80 = 66.1$	$(71,000 / 81,000) \times 20 = 17.5$	83.6
Bidder C	$(950 / 1210) \times 80 = 62.8$	$(71,000 / 71,000) \times 20 = 20$	82.8

In this example, **Bidder A** will be recommended for Contract award.

If no acceptable bids are received, Environment Canada has the right to not award this contract.

Evaluation Criteria

Criteria / Factors	Maximum Points
A. Understanding of Requirements (10 points)	
Contractor understands fully the project components <ul style="list-style-type: none"> • Contractor clearly states all project components in their words and has not re-quoted Request For Proposal Statements 	5
<ul style="list-style-type: none"> <input type="checkbox"/> Contractor addresses all components of the project 	5
B. Capacity to Carry Out Work (15 points)	
<p>Qualifications and Experience: These criteria will be ranked based on the Contractor's list of related projects and past clients as well as documentation of education. The rating scale in Annex 1 will be used.</p> <ul style="list-style-type: none"> • The project team proposed has direct experience in and knowledge of economic profile development, environmental economics and valuation, best management practices related to species conservation and GIS analysis. <ul style="list-style-type: none"> • 0-1 year – 0 points • > 1-4 years – 6 points • > 4 years – 10 points 	10
<p>Stability of Staff:</p> <ul style="list-style-type: none"> • The project team proposed is composed of full-time employees or principals of the company as opposed to sub-contractors. 	5
C. Management of Work (15 points)	
<p>Scheduling and Work plan:</p> <ul style="list-style-type: none"> • The Contractor provides a detailed work plan with budget and time allocations. • The work has been scheduled in a realistic way taking into consideration workloads and appropriate allocation of expertise. 	5
<p>Quality Control:</p> <ul style="list-style-type: none"> • The proposal outlines the methodology, frequency and responsibility for quality control. 	5
D. Quality of Proposal (35 points)	

Methodology and Strength of Proposal:	
<ul style="list-style-type: none"> • The proposal clearly outlines how the chosen methods will achieve the contract goals. 	5
<ul style="list-style-type: none"> • Proposal outlines an approach that will result in a robust and defensible analysis with respect to: <ul style="list-style-type: none"> ○ Identification of socio-economic activities and benefits associated with selected species <ul style="list-style-type: none"> ▪ Identification of species benefits using the Total Economic Value approach ▪ Use of GIS to present data/information, where relevant ○ Quantification of business as usual economic values of activities and benefits, including both market and non-market values where appropriate <ul style="list-style-type: none"> ▪ Valuation of species benefits using the Total Economic Value approach 	10
<ul style="list-style-type: none"> ○ Quantification of business as usual economic values of activities and benefits, including both market and non-market values where appropriate <ul style="list-style-type: none"> ▪ Valuation of species benefits using the Total Economic Value approach 	10
Clarity, Organization and Logic	
<input type="checkbox"/> The proposal is clearly written and is easily understood	5
<input type="checkbox"/> The proposal provides for a logical flow of information	5
Maximum Total Score	75

ATTACHMENT 2 TO PART 4: RATING SCALE

Narrative Explanation of Rating

Excellent	The contractor's qualifications or experience are exceptional and should ensure extremely effective performance on this aspect of the contract.
Very Good	The contractor's qualifications or experience are more than adequate for effective performance on this aspect of the contract.
Good	The contractor's qualifications or experience are above average needed for adequate performance on this aspect of the contract.
Average	The contractor's qualifications or experience meet the minimum needed for adequate performance on this aspect of the contract.
Poor	The contractor's qualifications or experience are inadequate in certain areas and are likely to be ineffective in performing the duties of the contract.
Unsatisfactory	The contractor's qualifications or experience are insufficient for the effective performance of the duties of the contract.
N/A	The contractor did not identify any qualification or experience in this area.

Point Allocation by Rating

Excellent	Very Good	Good	Average	Poor	Unsatisfactory	N/A
5	4	3.5	2	1	0	0
10	8	7	5	3	0	0

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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

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

2. Additional Certifications Required Precedent to Contract Award

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

2.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.2 Education and Experience

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

PART 6 - RESULTING CONTRACT

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

1. Statement of Work

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

2. Standard Clauses and Conditions

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

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

At Section 19 Copyright

Delete: In its entirety

Insert:

1. In this section:
"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.
"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;
"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;
2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the *Copyright Act*, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.

5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

2.2 Supplemental General Conditions

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

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

3. Security Requirement

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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to May 29, 2015 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Carole Daigle
Title: Contracting Officer
Environment Canada
Procurement and Contracting Division
Address: 45 Alderney Drive
Dartmouth, Nova Scotia
B2Y 2N6

Telephone: 902-426-0935
E-mail address: carole.daigle@ec.gc.ca

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

5.2 Technical Authority(Departmental Representative)

The Technical Authority for the Contract is:

Name: (to be provided at contract award)

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

E-mail address: _____

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

5.3 Contractor's Representative (to be completed by Contractor)

Title: _____

Organization: _____

Address: _____

Telephone: ____-____-_____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of *\$(to be determined at contract award)*. Applicable Taxes are extra.

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

7.2 Limitation of Expenditure

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

7.3 PWGSC SACC Manual Clauses

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

8. Invoicing Instructions

- 8.1.1 The Contractor must submit invoices as per the Basis of Payment Annex B in accordance with the section entitled "Invoice Submission" of the general conditions.
- 8.1.2 Canada will make payments in accordance with the payment provisions of the Contract if:
 - (a) an accurate and complete claim for payment in the form of an itemized account and any other documents required by the Contract is submitted in accordance with the invoicing provisions of the Contract;
 - (b) the amount claimed is in accordance with the basis of payment;

- (c) the total amount for all progress payments paid by Canada does not exceed (see Basis of Payment) the total amount to be paid under the Contract;
- (d) all such documents have been verified by Canada;
- (e) the work delivered has been accepted by Canada.

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

11. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) General Conditions - Professional Services (Higher Complexity) 2013-06-27 as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated (*to be determined*)

12. Insurance

PWGSC SACC Manual clause G1005C 2008-05-12 Insurance

ANNEX A STATEMENT OF WORK

ECONOMIC ACTIVITIES AND BENEFITS ASSOCIATED WITH SELECTED SPECIES IN CANADA

The work consists of three main parts:

1. Identifying and describing the economic activities that exist in areas of selected species occurrences as well as the potential economic benefits directly derived from the species
 - gathering data on economic activities being undertaken or that are likely to be undertaken in the near future in areas of selected species occurrence, for example, forestry, agriculture, recreation;
 - gathering data on the full range of uses and benefits of the species, for example, recreational or subsistence harvesting, viewing, scientific research.
2. Establishing baseline economic values of the identified activities and benefits for Canada by:
 - describing and estimating values of current and potential economic activities in areas with species occurrences;
 - gathering data pertinent to the estimation of the economic values related to the uses and other benefits of the species, including local, national and international use and non-use values, and providing estimates of those values which can be used in modeling activity; and
 - where possible, gathering economic data pertinent to selected measures to mitigate impact on the species, including total costs, where relevant to a given economic sector.
3. Delivering draft and final reports which present and explain findings on the estimation of economic activities, benefits and values, as well as describe in detail the methodology used.

The selected species for this analysis are:

- Bank Swallow
- Plains Bison
- Grizzly Bear, Western Population

Deliverable I: Identify the economic activities and benefits associated with the selected species

The contractor will gather, produce, and contextualize data and information regarding existing economic activities or those that are likely to exist in the future in areas within the species occurrence, as well as the economic benefits related directly to the selected species. In identifying activities and benefits the consultant shall:

- Describe and estimate the extent of current and potential economic activities in areas of the species occurrence that may affect the species population (e.g. forestry, agriculture, mining, resource exploration)
- Assess which economic activities may be subject to current regulations protecting the species (list of potential regulations will be provided);

- In consultation with Environment Canada, identify 2-3 measures that could be undertaken by industry or landowners to mitigate impact on each selected species;
- Identify stakeholders and flows of benefits in order to facilitate distributional analyses;
- Make every effort to provide data and information that is GIS compatible and at the finest resolution scale possible, i.e., geo-referenced, preferably in ArcGIS (latitude-longitude coordinates, shape files, geodatabases);
- When identifying benefits of the species, apply the total economic value (TEV) approach consisting of both use and non-use values, and including existence, bequest and option values to the extent possible.

Deliverable II: Establish baseline economic values of the activities and benefits associated with the species

The contractor will gather, produce, and contextualize economic values regarding the economic activities and benefits associated with the species, as identified in Deliverable I. In estimating the values the consultant shall:

- Focus the detailed analysis on 2-4 economic sectors which represent the majority of economic activities identified in areas of species occurrence (as identified in Deliverable I);
- Focus on quantifying values specific to the stakeholders and regions of species occurrence. When these values are not available, the consultant shall provide the best available and defensible proxies of such values. Where it is not feasible to quantify values, the consultant shall provide a detailed qualitative description of the values;
- Estimate, to the extent possible, the costs to relevant stakeholders of implementing selected measures to mitigate impact on species (2-3 measures per species);
- Categorize values by type of use/ stakeholder and/or geographical region (use of geo-referencing preferred) and identify flows of benefits in order to facilitate distributional analyses;
- Apply the total economic value (TEV) approach consisting of both use and non-use values, and including existence, bequest and option values to the extent possible;
- Where possible the consultant shall provide marginal values (i.e., value per additional unit of species or value per additional hectare of habitat).

Deliverable III: Draft Report – must be submitted to the Environment Canada Technical Authority on or before March 23, 2015

The contractor shall write a draft report that describes the approach and analysis, and presents main findings of the analysis. The report should include a summary of the findings, the methodology and a description of the studies used in the analysis. All data and information used in the analysis should be geo-referenced, whenever possible.

Deliverable IV: Final Report - must be submitted to the Environment Canada Technical Authority on or before May 15, 2015

The contractor shall write a final report that incorporates any feedback provided by Environment Canada on the draft report.

All reports (either in draft or final form) shall be written in a clear and logical fashion.

- i. The consultant shall report all the sources of information.

- ii. All supporting and underlying data (raw data) should be provided in Excel format (version 2010 or later).
- iii. Unless otherwise stated, data and information are to be provided for the last five years of their availabilities.

In addition to the final report, the Contractor will provide the departmental representative with: Hard and electronic (Microsoft Word and Excel, version 2010 or later) copies of all notes, text, graphics, surveys, raw data, and spreadsheets used for the delivery of this Contract to the departmental representative upon request.

Additional Information:

Environment Canada will supply the Contractor with the following information:

- Definition of areas of occurrence for each selected species
- Information that was gathered in the course of a preliminary socio-economic screening of the species:
 - May include: federal lands, Aboriginal lands, business points data by NAICS (overlapping areas of species occurrence)
- Other information that may be considered relevant, at the discretion of the departmental representative. Note that no primary data collection is expected by the Contractor.

**ANNEX B
BASIS OF PAYMENT**

Payments will be made according to the following:

- 50% of the professional fees will be paid following the completion, delivery and acceptance of Deliverable I and Deliverable II for all species
- 30% of the professional fees will be paid following the completion, delivery and acceptance of Deliverable III, draft report for all species
- 20% of the professional fees will be paid following the completion, delivery and acceptance of Deliverable IV, final report for all species

Invoices must be submitted to the Departmental Representative, referencing contract number K1A12-14-9029. Payment will be made in consideration of the Contractor satisfactorily completing all of its obligations under the Contract

