

	Title – Titre				
RETURN BIDS TO:	Establishing a concept of geocach				
RETOURNER LES SOUMISSIONS À:	Environment and Climate Change Canada's national wildlife areas for the purpose of "Connecting Canadians to Nature"				
Bid Receiving - Environment and					
Climate Change Canada / Réception	ECCC Bid Solicitation No. /SAP	No. –	Nº de la demande de		
des soumissions – Environnement Canada	soumissions ECCC / Nº SAP				
	5000019311				
Mailroom 171 Jean-Proulx	Date of Bid solicitation (2016-01-	21) –	Date de la demande de		
Gatineau, Quebec	soumissions (2016-03-02)				
J8Z 1W5		[
	Bid Solicitation Closes (YEAR-		e Zone – Fuseau		
	MM-DD) - La demande de soumissions prend fin (AAAA-	hora	aire tern Standard Time		
	MM-JJ)	EST			
BID SOLICITATION	at – à 2:00 P.M.				
DEMANDE DE SOUMISSONS	on – le March 2, 2016				
PROPOSAL TO: ENVIRONMENT AND	F.O.B – F.A.B				
CLIMATE CHANGE CANADA	Г.О.В – Г.А.В				
We offer to perform or provide to	Address Enquiries to - Adresser	r toute	es questions à		
Canada the services detailed in the	Josee.francoeur@canada.ca				
document including any attachments and annexes, in accordance with the	Telephone No. – Nº de téléphone 819-938-3822	•	Fax No. – № de Fax		
terms and conditions set out or referred	Delivery Required (YEAR-MM-DD)) – Li	vraison exigée (AAAA-		
to in the document, at the price(s) provided.	MM-JJ)	,	J		
	Destination - of Services / Desti	natio	n des services		
SOUMISSION À: ENVIRONNEMENT CANADA		natio			
	Security / Sécurité				
Nous offrons d'effectuer ou de fournir					
au Canada, aux conditions énoncées ou incluses par référence dans le	Vendor/Firm Name and Address du fournisseur/de l'entrepreneur		son sociale et adresse		
document incluant toutes pièces jointes					
et annexes, les services détaillés dans le document, au(x) prix indiqué(s).	Telephone No. – N° de téléphone Fax No. – N° de Fax				
	Name and title of person authori	ized to	o sign on behalf of		
	Vendor/Firm: (type or print) /	ricác	à signer au nom du		
	Nom at titra da la narcanna cuta	Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)			

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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 6 Security and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include, a Confidentiality Agreement, the Information - Ontario Labour Legislation, Financial Bid Presentation Sheet, Mandatory Technical Criteria.

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

2. Summary

2.1 With the specific goal of "Connecting Canadians to Nature", ECCC wants to educate and inform the public about the various efforts made to protect and conserve Canada's ecological heritage via the Canadian Wildlife Service's network of protected areas.

The Quebec region has implemented a concept of geocaching activities within two of its National Wildlife Areas (NWAs), namely Cap-Tourmente and Lac-Saint-François. ECCC is therefore proposing to extend that concept to the eight other NWAs selected as part of the "Connecting Canadians to Nature" initiative.

- 2.2 There is no security requirement associated with this requirement.
- 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 and Climate Change Canada (ECCC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;"

At Section 06 Late Bids:

Delete: "PWGSC" **Insert:** "Environment and Climate Change Canada"

At Section 07 Delayed Bids:

Delete: "PWGSC" Insert: "Environment and Climate Change Canada"

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

Delete: In its entirety **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"

At Section 05 Submission of Bids, Subsection 05 (4): **Delete:** "sixty (60) days" **Insert:** "one hundred and twenty (120) days"

The standard instructions 2004 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 07 Rejection of Bid, Subsection 07 (1) a. and b.: Delete: In their entirety Insert: "Deleted"

At Section 10 Joint Venture, Subsection 10 (1b): Delete: "the Procurement Business Number of each member of the joint venture," Insert: "Deleted"

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to 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 page 7, 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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.

8. Basis for Canada's Ownership of 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;

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 (1 hard copies)

Section IV: Additional Information (3 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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.

Section II: Financial Bid

- **1.1** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.
- **1.2** Bidders must submit their financial bid in Canadian funds and in accordance with the Financial Bid Presentation Sheet as seen in attachment 1 to part 3. The total amount of Applicable Taxes must be shown separately.
- **1.3** Bidders must submit their price and, rates, FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

1.4 Price Breakdown

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable.
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.
- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private

vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.
- **1.5** Bidders should include the following information in their financial bid:
- (a) Their legal name; and
- (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

ATTACHMENT 1 TO PART 3 -FINANCIAL BID

The tenderer must complete the presentation sheet of the financial bids and include in its financial bid when completed. At the very least, the bidder must meet this financial bid Format Sheet by including in its financial bid for the periods indicated below its inclusive fixed hourly rate (CAD) for each indicated resource categories.

ECCC wishes to establish a contract until March 31, 2018

From Contract signature to 31	March 2018	

\$

Bidder's Grand Total Price excluding applicable taxes=

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

Evaluation Procedures

Basis of Selection - Maximum score for technical merit (70%) and the combined prices (30%)

Proposals will be evaluated against the requirements listed above. Proposals that do not meet all mandatory criteria or who do not obtain the minimum number of points required for each section listed criteria will be deemed non-compliant.

In addition, proposals will be evaluated in a balanced way, with the technical note worth 70% and financial score equal to 30%. The company with the highest total score will be recommended for contract award. If none of the bids is acceptable, Environment and Climate Change Canada reserves the right not to award the contract.

For a proposal to be deemed compliant with the technical criteria, the bid must:

a) comply with all requirements of the bid solicitation;

b) meet all mandatory criteria;

c) obtain the required minimum mark for each of the technical evaluation criteria which are the subject of a quotation by points

d) obtain the required minimum score of **175 points** (70%) as GLOBAL mark for the technical evaluation criteria (the rating is performed on a scale of **250 points**).

Submissions not conforming to **a**), **b**), **c**) **or d**) will be declared non-responsive. The responsive proposal that obtains the highest number of points and the one with the lowest price will not necessarily be accepted.

1. Technical Aspect

The proposal must contain a statement of understanding of the work to be undertaken, and the reasons which led to its application. The proposal must contain a work plan and indicate the method adopted by the contractor to perform the tasks to achieve the project objectives. The proposal must include a description of the technical approach, methodology, work plan and data sources used.

2. Experience Project Team

The proposal must include resumes of all team members. The curriculum vitae of each member must clearly demonstrate experience related work.

The proposal must include any relevant information to enable Environment and Climate Change Canada to adequately evaluate the proposal based on the criteria listed below must be included.

Mandatory Criteria

	Mandatory Criteria	Met/Not Met
M1	The contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of RELIABILITY STATUS .	
M2	The contractor/Offeror personnel can offer bilingual service .	
М3	The installation of these geocaches should be carried out according to recognized standards geocaching and be led by an experienced and active resource person in this field	

Rated Criteria

	Rated Criteria	Max Score	Score	Comments
R1. APPROA	CH and METHODOLOGY			
(MAX POINTS: 17)	A) Proposal demonstrates a comprehensive methodological approach to complete all aspects of the project including.	A) 12		
	The proposed approach and method: (12) The description of the technical approach and method is detailed enough to include a description of each step that will be undertaken to meet each Output in the Statement of Work and data sources. The approach and method are complete, realistic and technically feasible; the approach offers advantages with no tradeoffs and these advantages are clearly stated; (9) The description of the technical approach and method, including a description of each step that will be undertaken to meet each Output in the Statement of Work and data sources, is a) missing			

 some details OR b) not easily realistic or technically feasible. The approach offers some advantages; (6) The description of the technical approach and method is incomplete or not realistic or not technically feasible OR the approach is not convincingly advantageous; (3) The description of the technical approach and method is incomplete OR not realistic OR not technically feasible OR the approach offers no advantages; (0) Advantages to the proposed approach are not presented; 			
 B) Possible problems and challenges that could impact the quality and/or delivery of the project and proposed solutions. (5) Possible problems and challenges that could arise that would impact the quality and/or delivery of the project are clearly described and demonstrate a realistic approach and understanding of the project; the proposed solutions are realistic and within the scope of the project. (3) Possible problems and challenges that could arise that would impact the quality and/or delivery of the project are not clearly described or are incomplete, i.e. that they are not entirely compatible with the proposed approach OR do not demonstrate a realistic understanding of the project. (1) Possible problems and challenges that could arise that would impact the quality and/or delivery of the project. (1) Possible problems and challenges that could arise that would impact the quality and/or delivery of the project are poorly described. (0) Problems, challenges and solutions are not identified. 	B) 5		

Sub-Total for R1	/17			
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R2 WORK PL	AN AND SCHEDULE			
(MAX POINTS: 23)	A) Proposal provides a detailed schedule and work plan which demonstrates a commitment to meeting the project objectives and deliverables on time and how quality assurance will be addressed thorough the project. The following rating scheme will be used to evaluate this criterion:	A) 15		
	 (15) The bidding company provided a detailed Work Plan with a clear and logical understanding of the Objectives of the Statement of Work and quality assurance was addressed. (10) Objectives of the Statement of Work and quality assurance were addressed. Some details are missing (5) The bidding company provided a Work Plan with some understanding of the Objectives of the Statement of Work and quality assurance but is missing many details (0) The bidding company did not include a schedule or work plan B) In the work plan, qualified and 	B) 8		
	 experience personnel are assigned to each Tasks: (8) For each Task, all the personnel assigned to the Task are qualified and experienced to successfully complete the Task. (6) For each Task, there are enough qualified and experienced personnel assigned in a supervision role to ensure the successful completion of the Task. (4) For some Tasks, the personnel assigned are not qualified and experienced to ensure successful completion of the Task. (2) For most Tasks or for key tasks, the personnel assigned are not qualified and experienced to 			

	ensure successful completion of the Task. (0) The personnel assigned to each Task are not identified.			
	Sub-Total for R2	/23		
R3 Team exp	erience			
(POINTS MAXIMUM : 120)	Does the team's cumulative experience make it a suitable group for carrying out the project? The experience must be clearly described in the proposal.			
	A) Does the team have experience in planning and designing geocaching loops or a related product? MAXIMUM POINTS 30 (1 point per year per team member, to a maximum of 10 years)	A) 30		
	 B) Does the team have experience in developing and implementing products connected with geocaching or a related product? (1 point per year per team member, to a maximum of 10 years) 	B) 30		
	C) Does the team have environmental knowledge, in coordinating protected areas? (1 point per year per team member, to a maximum of 10 years)	C) 30		
	 D) Does the team have experience in the field of recreational tourism? (1 point per year per team member, to a maximum of 10 years) 	D) 30		
	Sub-Total for R3	/120		

R4 PROJECT	REFFERAL			
(MAX POINTS: 90)	A) Each team member should demonstrate, using project description(s), that they possesses the experience on projects related to environmental tourisms.	A) 30		
	A maximum of two (2) reference projects for each team members will be evaluated as described below. If a team member submits more than two (2) referenced projects, only the first two (2) in order of presentation will be evaluated.			
	 5 points for each project presented for each team members for a maximum of 2 projects per team member. 			
	B) Each team member should demonstrate, using project description(s), that they possesses the experience and knowledge that pertain to scientific background such as biology, geology, geography, physical science or any experience that may be considered.	B) 30		
	A maximum of two (2) reference projects for each team members will be evaluated as described below. If a team member submits more than two (2) referenced projects, only the first two (2) in order of presentation will be evaluated.			
	 5 points for each project presented for each team members for a maximum of 2 projects per team member. 			
	C) Each team member should demonstrate, using project description(s), that they possesses the experience on projects that were related to geocaching .	C) 30		
	A maximum of two (2) reference			

 projects for each team members will be evaluated as described below. If a team member submits more than two (2) referenced projects, only the first two (2) in order of presentation will be evaluated. 5 points for each project presented for each team members for a maximum of 2 projects per team member. 	/90	
Points Maximum Total	/250	

Financial Criteria

MF-1 Financial Criteria	Met	Not Met
Environment and Climate Change Canada has established funding for this project at a maximum amount of \$200,000 (in Canadian dollars) – excluding GST – for professional services, including those of the external reviewers, associated costs and travel expenses.		

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.

Certifications Required Precedent to Contract Award

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.

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. 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.

2.1 Education and Experience

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

2.2 Former Public Servant in Receipt of a Pension

As per page 7, 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:

- c. name of former public servant;
- d. 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:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- I. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. 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.

Signed

Date

PART 6 – SECURITY AND OTHER REQUIREMENTS

1. The contractor/Offeror personnel requiring access to PROTECTED/CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of **RELIABILITY STATUS**.

2.0. Insurance Requirements

N/A

PART 7 - RESULTING CONTRACT

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

TITLE: Establishing a concept of geocaching activities in eight (8) of Environment and Climate Change Canada's national wildlife areas for the purpose of "Connecting Canadians to Nature"

.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.

2.1 General Conditions

2010B 2014-09-25, General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety Insert: "Deleted"

At Section 13 Transportation Carriers" Liability

Delete: In its entirety. *Insert:* "Deleted"

At Section 18, Confidentiality:

Delete: In its entirety *Insert:* "Deleted"

Insert Subsection: "35 Liability"

"The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract."

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

2.3 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ (insert name(s) of person(s)).

3. Security Requirement

3.1 N/A

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2018 inclusive.

4.3 Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of 5 days under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 5 days calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Josée Francoeur Title: Contracting Officer Environment and Climate Change Canada Procurement and Contracting Division Address: 200 Sacré-Coeur Blvd., Gatineau, QC

Telephone:819-938-3822Facsimile:819-938-4848E-mail address:josee.francoeur@canada.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 (at contract award)

The Technical Authority for the Contract is:

Name:	
Title:	
Organization:	
Address:	

Telephone:		
Facsimile:		
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 (at contract award)

Name:	
Title:	
Organization:	
Address:	
Talambanas	

l elephone:		·
Facsimile:		
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

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (at contract award) and Applicable Taxes are extra.

7.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and the 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 Time Verification

C0711C 2008-05-12 Time Verification

8. Invoicing Instructions

8.1 Milestone Payments H3010C, 2010-01-11 Milestone Payments

8.1.1 The Contractor must submit invoices in accordance with Annex "B" Basis of Payments.

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) 4007 Supplemental General Conditions, 2010-08-16;
- (c) 2010B General Conditions Professional Services (Medium Complexity) 2014-09-25 as modified;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____, as clarified on _____ or as amended on _____

ANNEX A STATEMENT OF WORK

CONFIDENTIALITY

The parties anticipate that it may be necessary to transfer information relating to the Licensed Process, Patents, Trade-mark, Know-How or other information relating to this Agreement, of a confidential nature. The parties shall keep all such information confidential during and after the life of this Agreement.

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.

INTELLECTUAL PROPERTY

The purpose of this contract is to generate information for public dissemination. Therefore the Crown will retain title to intellectual property as per **Section 6, Subsection 6.4.1** in the Implementation Guide for the Policy: Title to Intellectual Property Arising under Crown Procurement Contracts.

BACKGROUND

In May 2014, the government announced that it had the intention of "Connecting Canadians to Nature". Through this initiative, Environment and Climate Change Canada (ECCC) undertook to improve public access to 10 of the 54 national wildlife areas (NWAs) where visits have particularly increased and in those located near large urban centres.

Among the candidates chosen that are part of the Canadian Wildlife Service's (CWS) network of protected areas are the following NWAs: Alaksen, Vaseux-Bighorn, Last Mountain Lake, Big Creek, Prince Edward Point, Cap-Tourmente, Lac-Saint-François, Cape Jourimain, Chignecto and Shepody.

The funds invested will be used primarily for activities like enhancing infrastructures, building paths and supporting activities with low impacts on habitat, migratory birds and species at risk through programs carried out in NWAs through partnerships.

Purpose of the contract

With the specific goal of "Connecting Canadians to Nature", ECCC wants to educate and inform the public about the various efforts made to protect and conserve Canada's ecological heritage via the Canadian Wildlife Service's network of protected areas.

The Quebec region has implemented a concept of geocaching activities within two of its NWAs, namely Cap-Tourmente and Lac-Saint-François. ECCC is therefore proposing to extend that concept to the eight other NWAs selected as part of the "Connecting Canadians to Nature" initiative.

The successful contractor will therefore have to make sure to:

1) present the NWAs as sites managed primarily for the conservation of the country's plant and animal life (the three pillars are research, conservation and interpretation);

- 2) demonstrate that the NWAs are areas with specific conservation objectives connected primarily with protecting the habitat of migratory birds and species at risk;
- 3) arrange for the NWAs to become places that enable Canadians to connect to nature.

STATEMENT OF WORK

In this contract, it is hoped that the concept of activities already in place in the Cap-Tourmente and Lac-Saint-François NWAs will be reproduced and that a proposal will be submitted for the other eight (8) NWAs selected for the "Connecting Canadians to Nature" initiative.

The locations of the geocaches will have to be proposed and discussed with those responsible for the protected areas or with their representatives in order to ensure that the proposed route and geocaches do not conflict with the CWS's mandate, which includes protecting, conserving and helping to restore the populations of migratory birds and species at risk.

These geocaches will have to be set up based on the recognized geocaching standards or directed by a resource person who is experienced and active in this field.

It is hoped that the cached items will be strategically placed so that the participants going through the NWAs will discover wonderful landscapes there and learn about topics related to wildlife, plant life and habitat conservation.

The methods chosen will have to be inspiring, educational and accessible for the various categories of geocachers. These challenges will have to be available on the official *Geocaching* site (<u>https://www.geocaching.com/play</u>) and also be available on the <u>ECCC</u>¹ site connected with the initiative.

Description of the work

Phase I – Planning and Design		
Work	Deliverables	
 Write a proposal in both languages for the introduction of a concept of geocaching activities in eight (8) of the initiative's NWAs. Prepare a sketch of 16 networks of 10 desired official geocaches and 5 desired home geocaches (if the protected area permits; 16 networks = 2 routes per NWA). 	 Submission of a summary proposal: Max. 20 pages; Field study; Life cycle of this type of activity; Estimate of the operational minimum and maximum number of geocaches per NWA; Draft partnership plan: "Friends of" cluster, other agencies or departments; Draft of a potential development plan for the entire network; 1 official geocaching route; 1 "home" route²; Map of the proposed routes; Type of geocaches proposed; Suggested location of each geocache; Rationale for each choice. 	
Write a proposal in both languages for a development plan for the coming years.	 Submission of one deployment plan per NWA Details about this type of operation; Partnership; 	

https://www.canada.ca/en/campaign/ncp.html

² Home route: defined as a product developed to meet the needs of school groups and families.

	 Schedule; Recommendations.
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Phase II ³ – Project Development and Implementation		
Work Develop an extensive collection of challenges (bilingual): playful, educational, awareness-raising and involving discoveries that are interchangeable from one region to another – product similar to what is done in the Cap-Tourmente and Lac-Saint- François NWAs: "On the Fox's Trail" and "On the Bullfrog's Trail!"	 Deliverables All original source files in Word format in both official languages, graphics, maps, etc. As a support, an eco-tour guide for each of the home route. 	
 Propose and purchase geocaches/equipment that align with ECCC's and the CWS's mandate, following their approval; 	 Further to all these deliverables: A final list with a description of the items, suppliers, prices that: Provide a good quality/price ratio; Align with the geographic realities of the sites; Include the purchase of surplus geocaches/equipment for the maintenance of each site. 	
Prepare a basic training session for the NWA's staff and produce an administrator guide;	 Provide one training session per site along with a guide that contains such things as: How to monitor the geocaches (official and home); How to maintain the virtual products and the routes. 	
Set them up.	 The geocaches will have to be set up By a resource who is experienced and active in the field of geocaching; All routes will have to be set up no later than March 31, 2018. 	
• Send the geocaches for review and, using the Department's corporate image, enter all the geocaches on the official <i>Geocaching</i> site and on ECCC's site.	 Launch – geocaches entered on the official Geocaching site <u>https://www.geocaching.com/play</u> and on <u>ECCC</u>'s site; Entry of the geocaches with the previously approved features; No later than March 31, 2018. 	

Methodology and approach

³ If the current year's budget and resources allow.

• Ensure that ECCC is an integral part of this technology shift by involving the designated staff in this project, which will enable a better uptake of this new way of conveying its message and becoming known by Canadians and visitors.

The contractor's responsibilities

- Ensure, in each region where this concept will be introduced, that the area is clear of all geocaches that do not belong to ECCC-CWS;
- Work closely with each designated person per region, with the NCR's project leader and with ECCC's communications group;
 - o In-person or virtual meeting with the designated employees in this project.
- Become familiar with part of the reality specific to the different NWAs involved in the initiative (documentary research and brief interviews);
- Be sure to have the required permits for operating within a protected area see the ECCC site (https://www.ec.gc.ca/default.asp?lang=En&n=9AC6536A-1);
- Be knowledgeable about the geocaching community and be active in this field;
- For each of these actions presented, consider what the mid- to long-term impact of setting up a cache will be on the habitat and/or species that are there;
- Be sure to purchase equipment that is tailored to the geographic and climate realities of the region and NWA where a new route will be established;
- Be sure to respect the environment by adapting to it, and not the opposite, when setting up the geocaches and the challenges, and;
- At the very end of the project, return the land and accesses to a suitable state that is conducive to renewal of the vegetation, if they had to be altered or disrupted.

Budget and schedule

To carry out this project, Environment and Climate Change Canada has allocated a total budget of \$200,000. An amount of \$160,000 will be for products and services, and \$40,000 will be for transportation and accommodation.

The length of this contract is set at 2 years. The start of Phase I – Planning and Design of this initiative is planned for April 2016. For the continuation of this project, Phase II – Project Development and Implementation will have to be fully completed no later than March 31, 2018.

Payment method and breakdown

Fayment method and breakdown	
Phase I – Planning and Design	
1 st payment (20% of the total amount): April-May 2016	Following submission and approval of the summary proposal in both official languages;
2nd payment (15% of the total amount): June 2016	Following submission and approval of a per-NWA deployment plan in both official languages.
3 rd payment (10% of the total amount): <i>June-August 2016</i>	Following submission and approval of a proposed directive regarding the concept of geocaching in ECCC-CWS's network of protected areas in both official languages;
Phase II ³ – Project Development and Impleme	entation
4 th payment (15% of the total amount): September 2016	Following submission and approval of a list of various geocaches/equipment to be purchased.

5th payment (30% of the total amount): October 2016-October 2017

Further to all the following deliverables:

- A final list with the description of items, suppliers, prices that:
 - Provide a good quality/price ratio;
 - Align with the geographic realities of the sites;
- Purchase of surplus geocaches and equipment for the maintenance of each site.
- Delivery of a training session in the chosen language of the region affected by the project, along with a guide (available in both languages) that contains such things as:
 - How to monitor the geocaches (official and home);
 - How to maintain the virtual products and the routes.
- The geocaches will have to be set up:
 - By a resource who is experienced and active in the field of geocaching;
 - All routes will have to be set up no later than March 31, 2018.

Final payment (10% of the total amount): November 2017

Following the official launch and following entry of the official geocaches on the Geocaching.com site and the launch of the "home" product.

ANNEX B BASIS OF PAYMENT

(to be completed at contract award)