



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
800 Burrard Street, Room 219
800, rue Burrard, pièce 219
Vancouver, BC V6Z 0B9
Bid Fax: (604) 775-7526

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet Terrestrial B.A. & M.S.	
Solicitation No. - N° de l'invitation EZ897-170341/A	Date 2016-07-28
Client Reference No. - N° de référence du client 20170341	
GETS Reference No. - N° de référence de SEAG PW-\$VAN-584-7837	
File No. - N° de dossier VAN-6-39099 (584)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-09-07	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Perez, Elizabeth	Buyer Id - Id de l'acheteur van584
Telephone No. - N° de téléphone (604) 775-7690 ()	FAX No. - N° de FAX (604) 775-7526
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 219-800 BURRARD ST. VANCOUVER British Columbia V6Z0B9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Public Works and Government Services Canada - Pacific
Region
219 - 800 Burrard Street
800, rue Burrard, pièce 219
Vancouver, BC V6Z 0B9

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

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

**REQUEST FOR PROPOSAL
TERRESTRIAL BIOLOGICAL ASSESSMENT AND MANAGEMENT SERVICES
TASK AUTHORIZATION
PACIFIC REGION - BC & YT**

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PART 1- GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven (7) parts plus attachments and annexes, as follows:

- (i) Part 1 General Information: provides a general description of the requirement;
- (ii) Part 2 Bidder Instructions: provides the instruction clauses and conditions applicable to bid solicitation;
- (iii) Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- (iv) Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the bid, the security requirement, if applicable and the basis of selection;
- (v) Part 5 Certifications: includes the certifications to be provided;
- (vi) Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- (vii) Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Point Rated Evaluation Criteria & Basis of Selection, Security Requirements, Security Requirements Checklist, the Electronic Payment Instruments, the Federal Contractors Program for Employment Equity - Certification, the Insurance Requirements, the Task Authorization Form 572 and any other annexes.

1.2 Summary

PWGSC Environmental Services requires terrestrial biological assessment and management services for PWGSC and other federal clients in British Columbia and Yukon. Depending upon the project scope and location of work, the Contractor may be required to complete tasks in accordance with applicable federal, British Columbia, or Yukon environmental legislation.

Generally, the required services may include:

- a) assessments of terrestrial biota, habitats, and related ecological services and functions;
- b) assessments of terrestrial resource protection projects and programs;
- c) design, implementation and monitoring of terrestrial habitat restoration, rehabilitation, or replacement projects;
- d) on-site environmental protection monitoring and supervision of construction project activities, and
- e) management and control of terrestrial invasive species.

It is expected that PWGSC will award up to three (3) Contracts as a result of this Request for Proposal. The overall estimated volume of work to be distributed amongst successful bidders is up to \$1,890,000.00 (including applicable taxes). The period of the Contracts will be from date of award until March 31, 2019.

1.2.1 There are security requirements associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should

refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.2.2 The requirement is subject to the provisions of the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

1.2.3 This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- CAFN: Champagne and Aishihik First Nations Final Agreement
- CTFN: Carcross/Tagish First Nation Final Agreement
- FNNND: First Nation of Nacho Nyak Dun Final Agreement
- KDFN: Kwanlin Dun First Nation Final Agreement
- KFN: Kluane First Nation Final Agreement
- LSCFN: Little Salmon/Carmacks First Nation Final Agreement
- SFN: Selkirk First Nation Final Agreement
- TH: Tr'ondek Hwech'in Final Agreement
- TKC: Ta'an Kwach'an Council Final Agreement
- TTC: Teslin Tlingit Council Final Agreement
- VGFN: Vuntut G'wich'in First Nation Final Agreement

The Comprehensive Land Claims Agreements of up to eleven (11) Yukon First Nations may apply to this procurement, depending on where the services will be provided.

This bid solicitation is to establish a contract with task authorizations (TA) for the delivery of the requirement detailed in the bid solicitation, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

1.2.4 The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled *Federal Contractors Program for Employment Equity - Certification.*"

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

The **2003, (2016-04-04)** Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred twenty (120) days

2.2 Submission of Bids

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

Due to the nature of the bid solicitation, bids transmission by facsimile or by electronic mail to PWGSC will not be accepted.

2.3 Former Public Servant

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

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **fourteen (14)** 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 RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that bidders do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 Applicable Laws

Any resulting contracts with task authorization must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia**.

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

2.6 Improvement of requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **fourteen (14) calendar days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Basis for Canada's Ownership of Intellectual Property

Public Works and Government Services 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:

- 2.7.1 Where the main purpose of the contract, or of the deliverables contracted for, is to generate knowledge and information for public dissemination.

PART 3 - BIDDER PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests the Bidders must provide their bid in separately bound sections as follows:

Section I: Technical Bid (4 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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) (<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.

Section I: Technical Bid

Technical Bid

In their technical bid, bidders should explain and 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.

The detailed point rated requirements for this bid solicitation are laid out in Annex H, Evaluation Criteria and Basis of Selection.

Section II: Financial Bid

3.1.1 Financial Bid

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, if applicable.

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

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

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

4.1.1 Technical Evaluation

Point rated technical evaluation criteria are included in Annex H.

4.1.2 Financial Evaluation

Bidders will be assessed based on the information provided, as per Annex B - Basis of Payment, in accordance with the procedure set out in Annex H – Financial Evaluation – Part 2.

4.1.2.1 Mandatory Financial Criteria

Bidders must submit firm rates for all categories listed in Annex B – Basis of Payment.

4.1.2.2 Evaluation of Price

A0222T (2014-06-26), Evaluation of Price

4.2 Basis of Selection

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

Basis of Selection is included in Annex H - Evaluation Criteria and Basis of Selection – Part 3.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's website](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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

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

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Education and Experience

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

5.2.4 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.

5.2.5 Workers' Compensation Certification - Letter of Good Standing

The Bidder must have an account in good standing with each of the Workers' Compensation Boards in British Columbia and Yukon Territory.

The Bidder must provide, within seven (7) calendar days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2 Financial Capability

SACC Manual clause A9033T (2012-07-16) Financial Capability

6.3 Insurance – Proof of Availability Prior to Contract Award

- (a) The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex F.
- (b) If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the technical and management portions of the Contractor's bid dated (*To be Determined*).

7.1.1 Task Authorization

7.1.1.1 Task Allocation Process

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

As more than one contract is expected to be awarded for this requirement, Canada will use the following approach to select/assign an appropriate contractor.

Unless a best fit exception is approved by the Contracting Authority, a Contractor will be selected based on which Contractor is farthest away from their predetermined maximum % distribution, therefore ensuring that work is evenly distributed as identified to the Contractors in the RFP/resulting contract. In the case where insufficient funds remain in a Contractor's contract to complete a proposed TA, the Contractor next farthest away from their % distribution, and with enough funds remaining, will be selected for the work.

Percent Distribution

No of Contracts Awarded	Overall Ranking of Proposals (Technical and Financial)		
	1 st	2 nd	3 rd
1	100%	-	-
2	60%	40%	-
3	50%	35%	15%

The best fit exception is described as follows:

A Contractor may be considered based on their history in conducting previous phases of a client's project/program. For example, if a Contractor has completed a baseline ecological assessment or habitat mapping at a site, then this Contractor may be considered for a subsequent phase such as habitat restoration or a site-specific Species at Risk management plan. The rationale for this best-fit exception would be based on the Contractor's significant previous experience with the site, thereby reducing planning time and costs for subsequent project packages.

7.1.1.2 Task Authorization Process

1. The Project Authority (PA) or Authorized Environmental Services Project Manager (AESPM), as defined in section 5.2.1, will provide the Contractor with a description of the task using a Task Authorization form specified in Annex G.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a summary of known on-site hazards, a description of the deliverables, and a schedule indicating completion

dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.

3. The Contractor must provide the Project Authority or AESPM, within the timeframe described in the SOW, a proposal outlining the proposed approach, methodology and project team to address the SOW of Task Authorization (TA) requirement, any proposed deviation(s) to the SOW for the specific TA, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Pricing specified in the Contract. Price Support for major disbursements must be provided with the Contractor's proposal.
4. The Contractor must not commence work until a TA is authorized by the Project Authority or the AESPM, or the Contracting Authority, using the Task Authorization Form specified in Annex G has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.1.3 Task Authorization Limit

The Project Authority may authorize individual task authorizations up to a limit of **\$250,000.00**, applicable taxes extra, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

7.1.1.4 Task Authorization - Order of Distribution

(To be determined) contracts were awarded as a result of Public Works and Government Services Canada bid solicitation number EZ897-170341/A. The Contractor's order of distribution is as follows:

1 st (Best Overall)	= up to <u>(To be determined)</u>
2 nd	= up to <u>(To be determined)</u>
3 rd	= up to <u>(To be determined)</u>

7.1.1.5 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means **10% (\$ To be determined)** of each Maximum Contract Value (**\$ To be determined**).

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.1.1.6 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "NIL" report.

The data must be submitted on a "quarterly basis" to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;
2nd quarter: July 1 to September 30;
3rd quarter: October 1 to December 31; and
4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details:

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For **each** authorized task:

- (i) the authorized task number or task revision number(s);
- (ii) a title or a brief description of each authorized task;
- (iii) the total estimated cost specified in the authorized Task Authorization (TA) of each task, Applicable Taxes extra;
- (iv) the total amount, Applicable Taxes extra, expended to date against each authorized task;
- (v) the start and completion date for each authorized task; and
- (vi) the active status of each authorized task, as applicable.

For **all** authorized tasks:

- (i) the amount (Applicable Taxes extra) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- (ii) the total amount, Applicable Taxes extra, expended to date against all authorized TAs.

Note: The Task Authorization Reporting form will be distributed at the time of award.

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4007 (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

7.3 Security Requirement

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

2. The Contractor/Offeror personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. The Contractor/Offeror **MUST NOT** remove any **PROTECTED** information or assets from the identified work site(s), and the Contractor/Offeror must ensure that its personnel are made aware of and comply with this restriction.
4. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from the date of Contract Award to **March 31, 2019** inclusive.

7.4.2 Comprehensive Land Claims Agreements (CLCAs)

The Contract is subject to the following Comprehensive Land Claims Agreements(s):

- CAFN: Champagne and Aishihik First Nations Final Agreement
- CTFN: Carcross/Tagish First Nation Final Agreement

- FNNND: First Nation of Nacho Nyak Dun Final Agreement
- KDFN: Kwanlin Dun First Nation Final Agreement
- KFN: Kluane First Nation Final Agreement
- LSCFN: Little Salmon/Carmacks First Nation Final Agreement
- SFN: Selkirk First Nation Final Agreement
- TH: Tr'ondek Hwech'in Final Agreement
- TKC: Ta'an Kwach'an Council Final Agreement
- TTC: Teslin Tlingit Council Final Agreement
- VGFN: Vuntut G'wich'in First Nation Final

The Contract with Task Authorizations is to establish the delivery of the requirement detailed under the Contract, to the Identified Users across Canada, including areas subject to Comprehensive Land Claims Agreements.

7.5. Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Elizabeth Perez
A/Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Pacific Region
219 - 800 Burrard Street
Vancouver, BC V6Z 0B9

Telephone: 604-775-7690
Facsimile: 604-775-7526
E-mail address: Elizabeth.Perez@pwgsc.gc.ca

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

7.5.2 Project Authority

The Project Authority of the Contract is:

(To be inserted at Contract Award)

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

7.5.2.1 Authorized Environmental Services Project Manager (AESPM)

Specific work requirements will be detailed in Task Authorization as issued by an Authorized Environmental Services Project Manager. The AESPM is the PWGSC Environmental Services Project Manager authorized by the Contracting Authority in writing to issue Task Authorizations.

7.5.3 Contractor's Representative (to be completed by Bidder)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

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

7.7 Payment

7.7.1 Basis of Payment - Limitation of Expenditure - Task Authorizations

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included, and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA 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 authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under this Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of **\$ (to be determined)**. Customs duties are included, and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
 - (b) four (4) months before the contract expiry date, or
 - (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.3 Method of Payment

7.7.3.1 Monthly Payments

1. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
 - (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (b) all such documents have been verified by Canada;
 - (c) the Work performed has been accepted by Canada.

7.7.3.2 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instruments(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (Internationally Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C2000C (2007-11-30), Taxes - Foreign-based Contractor

7.7.5 Time Verification

C0711C (2008-05-12), Time Verification

7.8 Invoicing Instructions

7.8.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed if requested by the Project Authority;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses, and other disbursements;
- (d) a copy of the monthly progress report.
- (e) invoice date (corrected for amendments);
- (f) invoice number;
- (g) period invoice covers;
- (h) Contract number _____ (***number to be inserted at Contract Award***);
- (i) task number;
- (j) project number;
- (k) total task amount (corrected for amendments);
- (l) amount previously invoiced;
- (m) current invoice amount;
- (n) amount remaining on task;
- (o) itemized list of fees, identifying category, resource, rate, hours, and extension. Categories, rates, resources and disbursements must be pre-approved by the Authorized Client. Canada reserves the right to not pay for categories, rates, resources or disbursements submitted on invoices that have not been pre-approved;
- (p) itemized list of travel expenses, identifying resource, dates of travel, location of travel, rates; and
- (q) itemized list of disbursements, cross-referenced to included back-up receipts.

2. Invoices must be distributed electronically as follows:

- (a) The Original copy must be forwarded to the addressee shown on page 1 of the Task Authorization for certification and payment.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.9. Certifications and Additional Information

7.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.9.2 Federal Contractors Program for Employment Equity – Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

7.9.3 Workers Compensation

The Contractor must maintain its account in good standing with the applicable provincial or territorial Workers' Compensation Board for the duration of the Contract.

7.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia and Yukon

7.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) Canada to Own Intellectual Property;
- (c) the general conditions 2035 (2016-04-04), General Conditions - Services (Higher Complexity);
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex F, Insurance Requirements;
- (h) the signed Task Authorizations (including all of its annexes, if any);
- (i) the Contractor's bid dated (*To be Determined*).

7.12 Foreign Nationals (Canadian Contractor or Foreign Contractor)

SACC *Manual* clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
SACC *Manual* clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

7.13 Insurance - Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

7.14 Comprehensive Land Claims Agreements

The Comprehensive Land Claims Agreements of up to eleven (11) Yukon First Nations may apply to this Contract, depending on where the services will be provided.

Solicitation No. - N° de l'invitation
EZ897-170341/A
Client Ref. No. - N° de réf. du client
EZ897-170341

Amd. No. - N° de la modif.
File No. - N° du dossier
VAN-6-39099

Buyer ID - Id de l'acheteur
VAN584
CCC No./N° CCC - FMS No./N° VME

7.15 SACC Manual Clauses

A9039C (2008-05-12), Salvage

A9068C (2010-01-11), Government Site Regulations

ANNEX A **STATEMENT OF WORK**

TERRESTRIAL BIOLOGICAL ASSESSMENT AND MANAGEMENT SERVICES

This Statement of Work generally describes the various services that the Contractor may be requested to perform during the Contract. Specific work requirements for each Task Authorization (TA) will be detailed in the TA issued by an Authorized Environmental Services Project Manager (AESPM). An "Authorized Environmental Services Project Manager" as defined in Section 5.2.1 of the contract, is the PWGSC Environmental Services Project Manager authorized by the Contracting Authority in writing to issue and administer Task Authorizations within the authority levels granted to them.

A. Background

PWGSC Environmental Services requires terrestrial biological assessment and management services for PWGSC and other federal clients in British Columbia and Yukon. Depending upon the project scope and location of work, the Contractor may be required to complete tasks in accordance with applicable federal, British Columbia, or Yukon environmental legislation.

Generally, the required services may include:

- a) assessments of terrestrial biota, habitats, and related ecological services and functions;
- b) assessments of terrestrial resource protection projects and programs;
- c) design, implementation and monitoring of terrestrial habitat restoration, rehabilitation, or replacement projects;
- d) on-site environmental protection monitoring and supervision of construction project activities, and
- e) management and control of terrestrial invasive species.

More detailed descriptions of these services are provided in Section B.

A.1 Scope of Work

The Contractor must perform the Work in accordance with this Statement of Work and in accordance with PWGSC or other federal clients' requirements.

A.2 Terminology

For clarity, the following terminology will be used throughout this Statement of Work:

- **Contract with Task Authorizations** - a method of supply for services under which all of the work or a portion of the work will be performed on an "as and when requested basis" through predetermined conditions including an administrative process involving Task Authorizations. The Contract is issued to successful Bidders after completion of the solicitation process.
- **Task Authorization** – the instrument issued by an Authorized Environmental Services Project Manager to allow a Contractor to complete a Task.
- **Task** – the 'project', e.g., 'a Garry Oak community survey' or 'raptor habitat assessment'.
- **Task activity** – a specific work element in the project workplan, e.g., transect surveys of planted areas' or 'coarse woody debris inventory'.

B. TERRESTRIAL BIOLOGICAL ASSESSMENT AND MANAGEMENT SERVICES

PWGSC Environmental Services may require assessments of terrestrial biota and environments which may be a) within areas subject to acquisition or divestiture by a federal Department, or b) affected by construction or remediation activities.

The Contractor's tasks may include:

- local or regional ecosystem mapping;
- preliminary desktop research or reconnaissance-level field inventories or assessments to identify data gaps and refine the scope of subsequent fieldwork;
- terrestrial species and habitat inventories, monitoring, and mapping (including ground and aerial surveys, transects, and video recordings);
- Species at Risk assessments, inventories, monitoring, mapping, permit applications and related reporting, management plans, and relocations;
- biological sampling, analyses, and classification;
- soil sampling and analyses;
- identification and assessment of critical habitat requirements and features;
- Geographical Information System data input and management;
- assessment of terrestrial ecosystem services and functions; and
- other field and desktop studies related to assessments of terrestrial ecology and biota.

All habitat and biota assessments, inventories, and mapping must be completed in accordance with federal, provincial, and territorial legislation, guidelines, and directives (as applicable).

The Contractor must provide Computer Aided Drafting and Design (CADD) and Geographical Information System (GIS) capability as required to meet the project requirements. GIS-related work can include data entry, record updating, reporting, and software support as requested by the AESPM.

B.1 Assessments of Terrestrial Biota and Habitats

Areal surveys will be completed using site plans and other topographical mapping provided by the AESPM and other information sources as applicable. Survey intensity and coverage must be determined in consultation with the AESPM.

Field counts must be supplemented with still or video photography of each quadrat at a minimum, if possible, field personnel should complete video photography of entire transect lines. Specific video and photographic records of field surveys must be determined in consultation with the AESPM.

Significant habitat features must be mapped using quadrat data or other mensuration methods and supplementary video or other remote sensing methods as appropriate and as approved by the AESPM. All mapping must be provided in hard color copy and electronically in AutoCAD (.dwg file) format or as directed by the AESPM.

The Contractor must report species' frequency and abundance using statistical methods as appropriate to the Task and as determined in consultation with the AESPM.

Methodologies for assessing terrestrial ecosystem services and functions must be discussed with the AESPM and client Department (if applicable), and approved by the AESPM prior to issuance of a Task Authorization.

B.2 Species at Risk Inventories and Management Plans

The Contractor will complete inventories, mapping, management plans, and relocations/salvaging for rare or endangered terrestrial species in accordance with applicable federal and British Columbia/Yukon protocols and legislation. Environment Canada/Canadian Wildlife Service protocols, Birds Studies Canada protocols, and protocols established by British Columbia and Yukon agencies may also be applicable.

The Contractor must report occurrences of rare and endangered species to the appropriate agencies in formats required by those agencies.

B.3 Assessments of Terrestrial Resource Protection Policies and Programs

Some client Departments are responsible for regulatory policies or programs (including regulatory enforcement activities) to protect terrestrial resources. Contractors may be tasked with compilation and review of information concerning these policy and program activities to:

1. assess the effectiveness of protection efforts;
2. identify direct or residual impacts to biota or habitats in connection with protection activities;
3. assess adequacy of data acquisition and management;
4. identify data or methodological gaps; and/or
5. provide recommendations for improvement.

In conjunction with assessments of terrestrial resource protection policies and programs, the Contractor may also be tasked with completing field observations (e.g., accompany scientific personnel on field surveys) or field sampling to obtain confirmatory data, complete data or taxonomic analyses, or rectify data gaps.

B.4 Terrestrial Habitat Design and Restoration, Rehabilitation or Replacement

PWGSC and client Departments are occasionally required to design and implement terrestrial biota or habitat restoration, rehabilitation, or replacement projects, usually as part of larger construction or repair works. The Contractor may be tasked with preparation of management plans to restore, rehabilitate, replace or otherwise protect or enhance terrestrial biological resources. As required by the AESPM, the Contractor must prepare designs, provide cost estimates, and implement biological community or habitat restoration, rehabilitation, or replacement measures. Biota or habitat restoration, rehabilitation, or replacement work may be required to enhance biological productivity, services or functions.

The Contractor may be tasked to provide scientific and technical support with respect to rehabilitation, restoration or development of habitat for threatened or affected biota. The Contractor may also be tasked to plan, implement, and manage rehabilitation, restoration or development of habitats for Species at Risk.

In support of the design, implementation and monitoring of terrestrial habitat restoration, rehabilitation, or replacement projects, the Contractor may be tasked to identify:

- biotic requirements of Pacific Region terrestrial mammal, amphibian, plant, and avian species;
- specific physical, chemical, and biological characteristics which will ensure the viability of built or restored habitats;
- productivity, species diversity, nutrient cycling, and other ecological system functions, services, characteristics, and data which will focus habitat design and implementation options; and
- methods or approaches to balance regulatory or policy requirements for habitat restoration, rehabilitation, or replacement with ecological feasibility, social desirability of possible options, and budgetary limits.

PWGSC and client Departments are occasionally required to design and implement terrestrial habitat restoration, rehabilitation, or replacement projects, usually as part of larger construction or repair works. Habitat restoration, rehabilitation, or replacement is typically completed in accordance with habitat compensation policies or management plans for terrestrial Species at Risk. The Contractor may be tasked to provide scientific and technical support to meet regulatory agency requirements for a) habitat rehabilitation or b) construction of compensatory habitat. Specific activities can include (but may not be limited to) the following:

- biotic requirements of Pacific Region mammal, amphibian, plant, and avian species;
- specific physical, chemical, and biological characteristics which will ensure the viability of built or restored habitats;
- productivity, species diversity, nutrient cycling, and other ecological system functions, services, characteristics, and data which will focus habitat design and implementation options; and
- methods or approaches to balance regulatory or policy requirements for habitat restoration, rehabilitation, or replacement with ecological feasibility, social desirability of possible options, and budgetary limits.

Other federal Departments may have additional or different requirements.

The Contractor may be tasked with hiring and supervising laborers retained to restore, replace or rehabilitate habitats.

B.5 On-Site Environmental Protection Monitoring and Supervision of Construction Project Activities

PWGSC and client Departments' projects include highway construction and maintenance, building construction, and other projects that could affect terrestrial biota and habitats. Land-based projects may affect sensitive terrestrial species or terrestrial Species at Risk.

The Contractor may be tasked with on-site environmental monitoring of construction work to ensure full implementation of project-specific mitigation or protection measures. Environmental monitoring services required from the Contractor include:

- review of proposed sediment and erosion control measures, and on-site monitoring of construction work to ensure those measures are properly implemented;
- review of proposed spill prevention, spill control, and response plans, and on-site monitoring of construction work to ensure those plans are properly implemented;
- provision of real-time biological advice and direction to field construction personnel or 3rd-party contractors to address situations where there is imminent, unexpected risk to biota and/or habitats;
- assessment of post-project biological impacts associated with federal construction or other field activities;
- written and (as appropriate) verbal reporting of a) monitoring activities, b) implementation of mitigative and protective measures, c) implementation of on-site directions given in response to situations involving imminent risk to biota and/or habitats, and d) post-construction effects; and
- liaison between the AESPM, the construction contractor and field personnel, and environmental and regulatory agency personnel.

The Contractor tasked with environmental monitoring must ensure the project is in compliance with:

1. any environmental management requirements of project approvals, authorizations, and permits;

2. applicable legislation, regulations and guidelines;
3. contract documents and specifications;
4. corporate environmental management programs; and
5. policies and industry Best Management Practices.

B.6 Management and Control of Invasive Species

The Contractor may be tasked with invasive species assessment, removal and/or management, as applicable to the site. Invasive species management and control activities may include (but may not necessarily be limited to):

1. invasive species assessments, inventories, monitoring, and mapping;
2. preparation and implementation of invasive species management plans; and
3. monitoring and reporting of invasive species management actions.

B.7 Environmental Impact Assessment / Effects Evaluations:

The Contractor may be tasked with environmental impact assessments or effects evaluations of proposed projects in accordance with PWGSC Environmental Services' Statements of Work and client departments' guidelines. Terrestrial biological, physical, social and economic components (including traditional ecological knowledge), accidents and malfunctions and cumulative impacts on the environment may be considered in these assessments, as well as the results of public, stakeholder, and agency communications.

The Contractor may be required to liaise and consult with the appropriate federal, provincial and regional/local agencies to gather information and identify implications of the proposed projects. The agencies typically consulted are:

- i) Federal Departments including Environment Canada, Health Canada, Transport Canada, and Department of Fisheries and Oceans,
- ii) Provincial Ministry of Air, Land & Water Protection, and
- iii) Regional/municipal and facility authorities having jurisdiction.

The Contractor may be required to liaise with other groups and agencies as required by the Project Manager and/or as necessary for the completion of the specific assessment/evaluation. The Contractor may be required to prepare minutes of meetings.

The Contractor may be required to design a public communication plan, with input from PWGSC and other client departments, and to arrange public information sessions and meetings to solicit comments and address any public concerns regarding the proposed project.

The Contractor may be required to prepare and implement environmental-effects monitoring plans for projects on behalf of PWGSC Environmental Services and other client departments.

The Contractor may be required to prepare permitting applications/notifications for projects on behalf of PWGSC Environmental Services and other client departments.

Environmental Impact Assessment/Effects evaluation reports will be prepared using a PWGSC template. The template may include the following factors:

- Description of project history and alternatives, including a summary of decisions taken leading up to the identification of the preferred option;
- Description of project activities/project scope: a list of activities and their locations, scheduling details and estimates of their magnitude or scale (quantified, if possible). If a new design is involved, then design drawings must be reviewed and attached or referenced;
- Identification of the environmental components (such as relevant sediments/riparian soils, geology, hydrology, vegetation, wildlife and wetlands, land use, cultural resources, infrastructure, and hazardous materials) in the study area, their interrelationship and documentation or discussion of their sensitivity to disturbance;

- Environmental effects: a summary of the effects, including residual and cumulative environmental effects and the effects of malfunctions or accidents of project activities on those components of the terrestrial environment considered at risk;
- Determination of significance of the environmental effects: a statement of whether the adverse environmental effects (taking into account appropriate mitigation measures), are significant or uncertain, with a supporting rationale for that determination;
- Proposed mitigation measures: a list and description of any mitigation measures referenced to the environmental effects they are designed to eliminate or reduce, that, in the opinion of PWGSC are required to prevent or reduce significant adverse environmental effects;
- Public communication: a description of any public communication during the screening, the results of the communications and an outline of any future communication program;
- Expert department consultation: a record of consultations with expert federal departments, and a discussion of any unresolved issues raised during these consultations;
- Supporting information: a summary and interpretation of technical and environmental studies, maps, or other information used in making the screening decision; and
- Follow-up program: Proposed activities and schedules for follow-up inspection/monitoring, sampling, review and assessment as required to evaluate the effectiveness of mitigation measures and determine the accuracy of the environmental impact assessment.

C. GENERAL PROCEDURES

C.1 Records and Background Information Review

The Contractor must review all documents or sources of information available from the AESPM, other federal departments and agencies, and non-federal agencies and scientific groups. Scientific or anecdotal information may also be available from members of the public and from First Nations; information obtained from these sources must be critically reviewed for its scientific validity and applicability to the project. All relevant available PWGSC documents, photographs, and plans will be made available through the AESPM.

The Contractor must document each reviewed information source, even if the source provides no relevant findings. Where an information request to an agency or group does not result in a response, the lack of response must be documented. The contractor must provide a brief rationale in instances where the information from an available document or information source is not used.

Where relevant information gaps become apparent through the background review, site visit, or field sampling, the Contractor must notify the AESPM in writing as soon as possible.

Reports must include copies of plans and documents, design drawings and sections, photographs (site, significant environmental and archaeological features, and artifacts as applicable), maps, interview records, references to original sources, and any other information compiled and used to derive the reports' findings and conclusions. Field notes should be retained for later review by the AESPM.

Upon request by the AESPM, the Contractor must provide a verbal report of the initial findings to the AESPM immediately after the field activities have been completed.

As directed by the AESPM, written or emailed progress reports must be provided to the AESPM at regular intervals. The progress reports must include a synopsis of work completed during the latest report period and the projected work plan for the following period. The Contractor must be prepared to meet with the AESPM and discuss any matter concerning the progress and findings of the project.

Applicable federal, provincial/territorial, local legislation and published guidelines, which have been used as the basis for findings or conclusions, must be referenced. Where it is unclear which environmental quality guidelines or criteria are to be used, the AESPM will identify the appropriate standards. As

directed by the AESPM, the Contractor may be required to provide site information and reporting which will satisfy provincial or other non-federal agency requirements.

Site plans or area maps must be included in any assessment report. The information content of any plan or map must be confirmed with the AESPM. Plan or map information may include:

1. the legal boundaries of the property;
2. project footprint and location;
3. all existing structures, roads, pathways, significant underground utilities and other buried structures, and other cultural features as relevant to the project;
4. significant physical features including slope, wetlands and surface water bodies (including stream flow direction), soil or sediment substrate types (if relevant), and other features as appropriate;
5. significant biological features (e.g., vegetative cover and types, nesting areas, location of sensitive species or species at risk, spawning areas) and any other ecological information relevant to the project;
6. sampling and specimen collection points;
7. biological and property information superimposed onto orthophotographs of the property or area; and
8. orientation of the map (i.e., a north arrow must be shown) and map scale.

Site plan or map features and data must be spatially located by means of land survey or GPS (DGPS may be specified by the AESPM where greater ground accuracy is required). Survey and GPS coordinates must be provided in an Appendix to the report. Where no georeferenced or surveyed site plan exists for a property or facility, a georeferenced site plan must, upon direction of the AESPM, be generated as part of the project. In that case, the assessor or Contractor must collect information during the original survey to georeference the drawing. This can be done by using ortho-photos, DGPS collected Ground Control Points, or tying the drawing into a survey monument and orienting according to true north.

Directions and measured lengths of underwater transects must be plotted against a georeferenced base plan or map.

Where plan or map information is derived from a secondary source, the information source must be explicitly referenced both on the plan or map and in the report References. Laboratory and species classification data must be summarized in tables with the applicable environmental quality criteria and/or standards that are used for the numerical comparison or classification.

The Contractor must submit paper and / or electronic copies of the drafts (typically a minimum of 2 drafts) and final reports as directed by the AESPM. All reports must have double-sided printing, and have tabbed dividers to separate appendices from the main body of the report. At a minimum, one complete electronic copy (i.e., a single file containing all text, photographs, tables, plans, and scanned documents) of the final report must be submitted in Adobe Acrobat (.pdf) format. Any signature pages with signatures and professional stamps that are present in a paper copy of the report must be included in the electronic copy. In addition to the final electronic copy of the report, all figures, drawings, tables, graphs, photos, appendices, etc. which have been included in the paper copy of the report must be provided electronically as separate files. Site plans and all design drawings drafted by the Contractor must be provided in AutoCAD (.dwg) format. The report text must be produced in Microsoft Word (.doc) format, photos in .jpg format, and data tables in Microsoft Excel (.xls) format, unless otherwise directed by the AESPM.

All final reports are subject to acceptance by Canada and must be signed by all authors, and sealed as appropriate.

All invoices must be sent to the AESPM for approval. The Contractor must identify final invoices as such.

C.2 Scheduling

The Contractor must prepare a schedule for all project events including various on-site assessment activities, meetings and report submissions. Any proposed revision of the schedule must be subject to the approval of the AESPM.

Schedules may be required in the form of timetables, Gantt charts, or other formats as directed by the AESPM, and must be provided in electronic and/or hard copy formats.

C.3 General Communication

The AESPM will be identified on the Task Authorization document sent to the Contractor. The Contractor must communicate with the AESPM a) as required by project circumstances, and b) at regular intervals throughout the project as directed by the AESPM. The Contractor's correspondence with any party other than the AESPM must be forwarded through the AESPM or delivered as approved by the AESPM.

If additional work is necessary due to a change in field conditions or requirements, or as a result of findings during the site visit, the Contractor must notify the AESPM immediately by telephone and / or in writing. Work or activities which are additional or supplemental to or in substitution of the work and budget specified in the Contractor's approved work plan must not be undertaken without the approval of the AESPM.

Under certain and very limited circumstances (e.g., site work in a remote location where instantaneous communication with the AESPM or the ability to obtain verbal or written approval may be problematic), the AESPM may, in advance, authorize fieldwork additional to that specified in the work plan if it may reasonably be required to complete the fieldwork. In these cases, the Contractor is expected to exercise good field judgment, bearing in mind potential constraints to budget and the overall objectives of the project. Where additional work of this nature is deemed necessary, the Contractor must provide a full description of and rationale for this work to the AESPM at the earliest opportunity.

The Contractor must participate in or conduct meetings or teleconferences as requested by the AESPM. The Contractor must prepare minutes of the meetings as requested by the AESPM, with a draft sent to the AESPM for review and approval prior to their dissemination. At the discretion of the AESPM, the Contractor may be required to maintain an action item list.

Where the Contractor is requested to conduct public and agency notification and/or public communication sessions, the Contractor must maintain a record of the communications and copy the AESPM on any such communications. All formal communication (e.g. letters of direction, approvals, etc.) must be solely between the AESPM and the Contractor.

The Contractor may be expected to liaise with the appropriate federal, provincial and regional / local agencies to gather information and identify implications of the proposed projects. The Contractor is to notify the AESPM prior to any liaison and outline the intended scope of the discussion and any other relevant details.

C.4 Permits

The Contractor must (unless otherwise directed by the AESPM) obtain applicable permits/approvals required to access sites and conduct biological monitoring, inventory or measurement, or sampling. Prior to submitting the permit application, the application must be reviewed and approved by the AESPM.

C.5 Site Operations

The Contractor's on-site visits/activities must not disrupt the normal function, access, and working environment of the site within reason. No on-site visits/activities are to be undertaken without authorization by the AESPM.

Any aspect of the property that is perceived by the Contractor to be unsafe or unusual (e.g. damaged conduits, unsecured buildings, evidence of recent vandalism, environmental releases/spills) should be documented, photographed, and reported to the AESPM.

C.6 Repair of Damaged Surfaces or Structures

The Contractor is responsible for repairing all damaged surfaces or structures arising from Contractor activities. If a Contractor has been retained and the work has the potential to damage other site features such as fences or other obstructions, prior approval is required from the AESPM.

C.7 Health and Safety

The Contractor is responsible for ensuring the health and safety of all contractor personnel at the site during the project. Accordingly, a Health and Safety Plan must be developed prior to the field work and must be in effect during the field activities. The Health and Safety Plan must be reviewed approved by the AESPM prior to start of on-site work. The Contractor must ensure that all relevant safety policies, guidelines, and emergency response actions are reviewed with site personnel and that the Health and Safety Plan is easily accessible to staff during all field activities.

The Contractor is responsible for completing all utility locates prior to completing any intrusive investigations at the property to avoid damage to underground utilities.

C.8 Site Security

Work in sensitive security areas (e.g., federal penitentiaries, RCMP, National Defence facilities) may require project personnel to have a requisite level of security clearance prior to examining pertinent site documents and/or actual work on site. In those cases, all project personnel must provide written confirmation of the appropriate security clearances to the AESPM and client department prior to any sensitive phase of the project.

Where required, the Contractor will be given access to the subject property. The Contractor must ensure that upon leaving, all buildings and/or gates are secured as found and the keys are returned without undue delay to an approved representative of PWGSC or the client Department. The Contractor may be required to provide Commissionaires to ensure building or area security.

C.9 Confidentiality

Information, data, photos, drawings, etc. gathered as part of this project must be treated as confidential and must be made available only to PWGSC or as authorized in writing by the AESPM. All original photos, video, documents, and reports produced within the terms of the Contract become the property of the federal Crown. Some projects may require the Contractor to sign confidentiality agreements. These must be signed prior to the start of the project. Where requested in writing, PWGSC may make accommodation for confidentiality agreements with First Nations.

Any photos, plans or documents provided as reference materials by the AESPM to the Contractor remain the property of PWGSC, and must not be used, shared, or sold to any group for any other project except upon written authorization of the AESPM. All such reference materials must be returned to the AESPM with the final report where requested.

The Contractor must direct all public or media enquiries to the AESPM.

C.10 Categories of Contractor Personnel

The following are the generally-expected responsibilities and duties for the categories of personnel required to be provided for this Contract. Other personnel with more specialized attributes may be required for specific Task Authorizations and the rules for their incorporation into a Task Authorization are detailed in Annex B, Basis of Payment.

Category Name	Typical Duties
C.10.1 Project Personnel	
Terrestrial Project Manager	Responsible for the management of terrestrial biological assessment and management projects, including adherence to project scope, time, and budget. The Terrestrial Project Manager is responsible for ensuring quality of work and deliverables; assigning appropriate types and levels of human resources; maintaining clear and consistent communications between the AESPM and all other appropriate parties; managing project risk; procurement of supplementary equipment or services as required to complete the project. The Terrestrial Project Manager provides technical advice and senior technical review.
Terrestrial Ecosystem Biologist	Ensures completion of terrestrial biological assessment and management projects in accordance with federal, British Columbia, or Yukon regulatory regimes and requirements, as applicable. Provides expert technical guidance to project teams; directs or leads biological field studies; directs data acquisition and compilation from existing data sources; identifies relevant mitigation and protection measures; prepares technical reports.
C.10.2 Other Categories of Personnel	
Field Technician	Responsible for supporting field sampling, data compilation and data review.
CADD/Drafting Technician	Responsible for production of CADD site and facility plans as-built drawings using AutoCAD software.
GIS Specialist	Establishes and maintains a geographic information system. Provides GIS support to projects as required.
Laborer	Carries out habitat construction, invasive species removal, and other physical activities to prepare for and implement terrestrial ecological project plans and prescriptions.

ANNEX B

BASIS OF PAYMENT

B.1 Labour Rates

B.1.1 The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and taxes is extra, if applicable.

Category Name	Names	Weighting in Evaluation	Firm Hourly Rate (\$CDN) Contract Award To March 31, 2017	Firm Hourly Rate (\$CDN) April 1, 2017 To March 31, 2018	Firm Hourly Rate (\$CDN) April 1, 2018 To March 31, 2019
Terrestrial Project Manager	Two Named Individuals meeting applicable criteria from Annex H (H.2.2), and rates to be inserted at Contract Award	25%	\$ _____	\$ _____	\$ _____
Terrestrial Ecosystem Biologist	Three Named Individuals meeting applicable criteria from Annex H (H.2.3), and rates to be inserted at Contract Award	45%	\$ _____	\$ _____	\$ _____
Field Technician	Three Named Individuals meeting applicable criteria from Annex H (H.2.4.1), and rates to be inserted at Contract Award	15%	\$ _____	\$ _____	\$ _____
CADD/Drafting Technician	One Named Individual meeting applicable criteria from Annex H (H.2.4.2), and rates to be inserted at Contract Award	5%	\$ _____	\$ _____	\$ _____
GIS Specialist	One Named Individual meeting applicable criteria from Annex H (H.2.4.3), and rates to be inserted at Contract Award	5%	\$ _____	\$ _____	\$ _____
Laborer	Named individuals are not required, but a labor rate is required.	5%	\$ _____	\$ _____	\$ _____

B.1.2 Hourly rates will remain firm for the full period of the Contract. The hourly rates for each person in a specific category of personnel must be the same.

B.1.3 The hourly rates quoted must include all overhead, including administrative time, field supplies, internal equipment charges (including equipment charges considered to be internal although they may be rented), clerical support and other indirect support such as report printing costs for 3 hardcopies.

- B.1.4 Extraordinary printing costs (e.g. high quality photograph reproduction not possible on standard laser printers or plotters) may be charged only if specific prior approval from PWGSC is obtained.
- B.1.5 Time worked which is more or less than an hour must be prorated to reflect actual time worked.
- B.1.6 The Contractor will only be allowed to charge for the categories of personnel identified above. If other personnel, such as clerical support, are normally charged out for these services then the bidder must include their estimated costs in the hourly rates of one of the categories above.
- B.1.7 Overtime, holidays, weekend and evening work must be charged at the firm hourly rate.

B.2 New or Replacement Personnel

- B.2.1 If the Contractor plans to use any personnel who have not previously received approval by PWGSC, the Contractor must get PWGSC approval prior to allowing the person to work on, or be chargeable to, the project. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes and cover letters must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience **equal to or better than** the individual(s) originally proposed in the Task Authorization. PWGSC reserves the right not to make payment for personnel not pre-approved by PWGSC.
- B.2.2 The rates for the replacement personnel must be the same rate as the category their replacement was in or whichever category is appropriate based on their skills.

B.3 Personnel Moving to Different Category

- B.3.1 If the Contractor plans to move a pre-approved personnel listed in a certain category into another category, they must get pre-approval by PWGSC. PWGSC reserves the right not to make payment for personnel not pre-approved into a different category.

B.4 Other Direct Expenses

- B.4.1 The Contractor will be reimbursed for the direct expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost with mark-up, upon submission of an itemized statement supported by receipt vouchers as per B.7 Disbursements.
- B.4.2 Non-allowable field supplies and internal equipment charges include the following:
 - .1 Health and safety equipment and supplies (e.g. Personal Protective Equipment) including: hard hats, protective goggles, safety footwear, gloves, disposable gloves, coveralls, respirators, life jackets, survival suits, first aid kits.
 - .2 Water monitoring equipment and supplies including: pH meters, conductivity meters, turbidity meters, dissolved oxygen meters, water level meters, interface probes.
 - .3 Water and biota sampling equipment and supplies including: grabs and cores, pump tubing, filters, bottles and preservatives.
 - .4 Surveying equipment and supplies including: measuring wheel, GPS unit (non-differential), tapes, stakes, spray paint.
 - .5 Miscellaneous equipment and supplies including: telephone charges, cell phone, fax charges, computer, software, plotter, camera, common hand tools, batteries, stationary, printing charges.
- B.4.3 Extraordinary field supplies, field equipment, and internal equipment charges may be allowed on a case by case basis with prior approval from PWGSC.

- B.4.4 Extraordinary field supplies and internal equipment charges will be paid for actual costs incurred with no mark-up. If the extraordinary field supplies or internal equipment charge is Contractor - owned, proof that Contractor rates are industry competitive must be provided. Extraordinary field supplies and internal equipment charges must be specifically identified in the work plan and prior approval from PWGSC is required. All extraordinary field supplies purchased for Work under the Contract becomes the property of PWGSC.

B.5 Sub-contractors

- B.5.1 Sub-contractors required to complete the activities may be hired by the Contractor if the work is less than \$25,000 (inclusive of taxes). The successful sub-contractor must be approved by PWGSC.
- B.5.2 Sub-contractors required to complete the activities greater than \$25,000 (inclusive of taxes) must undergo a competitive process involving at least three potential sub-contractors. PWGSC reserves the right to approve/not approve the successful sub-contractors based on expertise.
- B.5.3 Work which requires construction or demolition activities greater than \$25,000 (inclusive of taxes) is not permitted under the task authorization.

B.6 Travel and Living

- B.6.1 The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without markup, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B,C and D of the National Joint Council Travel Directive, : <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Charges for air travel must not exceed that for economy class.
- B.6.2 All travel must have the prior authorization of PWGSC. All payments are subject to government audit.
- B.6.3 For projects located in British Columbia (excluding Vancouver Island) and Yukon, travel-related expenses associated with the delivery of services will be calculated from the PWGSC's Vancouver Office, 800 Burrard Street, Vancouver, BC V6Z 0B9 or from the Contractor's project personnel's office to the project site, whichever is closer.

For projects located on Vancouver Island, travel-related expenses associated with the delivery of services will be calculated from the PWGSC's Victoria Office, 1230 Government Street, Victoria, BC V8W 3X4 or from the Contractor's project personnel's office to the project site, whichever is closer.

All travel related expenses within 50kms of the above locations will be included in the Contractor's hourly fee structure.

Travel to/from Vancouver and Victoria will be paid, or the equivalent cost of travel between the two will be paid if travel is from another location. All travel is subject to PWGSC approval. PWGSC reserves the right to require any of the personnel on the Consultant's team to attend the project site or in-person meetings.

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ANNEX C

SECURITY REQUIREMENTS CHECK LIST

(See attached)

ANNEX D to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

ANNEX E to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's website](#).

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX F

INSURANCE REQUIREMENTS

F.1 Insurance

F.1.1 Insurance – Specific Requirements G1001C (2013-11-16)

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

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

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

F.1.2 Commercial General Liability Insurance G2001C (2014-06-26)

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

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- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises
 - o. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
 - p. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents

F.1.3 Environmental Impairment Liability Insurance G2040C (2014-06-26)

1. The Contractor must obtain Contractors Pollution Liability insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$1,000,000 per accident or occurrence and in the annual aggregate.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The Contractors Pollution Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada as additional insured should read as follows: Canada, represented by Public Works and Government Services Canada.
 - b. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - c. Separation of Insureds: The policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

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- d. **Contractual Liability:** The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - e. **Incidental Transit Extension:** The policy must extend to losses arising from any waste, products or materials transported, shipped, or delivered via any transportation mode to a location beyond the boundaries of a site at which the Contractor or any entity for which the Contractor is legally liable is performing or has performed the operations described in the contract.

F.1.4 Errors & Omissions/Professional Liability Insurance G2002C (2008-05-12)

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

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van584
 CCC No./N° CCC - FMS No./N° VME

CERTIFICATE OF INSURANCE

Description and Location of Work Terrestrial Biological Assessment & Management Services Task Authorization Various locations in British Columbian and Yukon Territory					Contract No. EZ897-170341	
					Project No.	
Name of Insurer, Broker or Agent		Address (No., Street)		City	Province	Postal Code
Name of Insured (Contractor)		Address (No., Street)		City	Province	Postal Code
Additional Insured Her Majesty the Queen in Right of Canada as represented by the Minister of Public Works and Government Services						
Type of Insurance	Insurer Name and Policy Number	Inception Date D / M / Y	Expiry Date D / M / Y	Limits of Liability		
Commercial General Liability				Per Occurrence	Annual General Aggregate	Completed Operations Aggregate
				\$	\$	\$
Umbrella/Excess Liability				\$	\$	\$
Environmental Impairment Liability Insurance				\$ <input type="checkbox"/> Per Incident <input type="checkbox"/> Per Occurrence		Aggregate \$
Errors & Omissions / Professional Liability Insurance						
I certify that the above policies were issued by insurers in the course of their Insurance business in Canada, are currently in force and include the applicable insurance coverage's stated on page 2 of this Certificate of Insurance, including advance notice of cancellation / reduction in coverage.						
Name of person authorized to sign on behalf of Insurer(s) (Officer, Agent, Broker)					Telephone number	
Signature					Date D / M / Y	

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File No. - N° du dossier
VAN-6-39099

Buyer ID - Id de l'acheteur

van584

CCC No./N° CCC - FMS No./N° VME

ANNEX G

TASK AUTHORIZATION FORM TPSGC-PWGSC 572

(See attached)

ANNEX H

EVALUATION CRITERIA AND BASIS OF SELECTION

PART 1 - TECHNICAL EVALUATION

H.1 EVALUATION PROCEDURES

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

Each responsive offer will be evaluated against the point-rated criteria listed below. The information should be detailed enough so as to allow a complete evaluation. It would assist in the evaluation if each section clearly indicates the specific criteria it is addressing.

For each rated criterion where a maximum number of points is shown, evaluators may award any whole number in the range of points from zero up to the maximum number of points.

Bidders' responses will be evaluated against the definitions and information requirements as described by these Evaluation Criteria.

Bidders should ensure that all responses provide the necessary details regarding dates, education and credentials, and demonstrative project experience.

Points will be awarded solely on the basis of information as explicitly written in the Bidder's response.

For all demonstrated experience project descriptions, Bidders must provide:

- 1) the project name or a brief project descriptor as applicable;
- 2) date of completion of the project; and
- 3) client name and client email or phone number;

Bidders should note where clients have requested that their project be confidential. Confidential clients may be contacted by PWGSC only to confirm details of the demonstrated experience projects as relevant to this solicitation.

For the Terrestrial Project Manager and Terrestrial Ecosystem Biologist categories, a minimum of **75% of the total available points must be awarded for both categories in order for the bid to be deemed responsive. Failure to achieve a minimum of 75% of the available points in either of these two categories will render the bid non-responsive, and the bid will not be considered further.**

H.2 BID PREPARATION INSTRUCTIONS - POINT RATED REQUIREMENTS

H.2.1 Definitions

"**Completed Project**" is a project for which the final terrestrial ecosystem assessment or terrestrial habitat creation, enhancement, or restoration report (as applicable) has been submitted to the client (NOTE: A

project where a) only the draft project report has been submitted to the client, or b) the final project report is in preparation is NOT acceptable as "completed project" for the purpose of this solicitation).

"**Multi-disciplinary project teams**" are project teams comprised of three or more personnel with specialties in distinctly-separate technical/scientific disciplines (e.g. terrestrial ecology in conjunction with hydrogeology or engineering, etc.).

H.2.2 PROJECT MANAGERS

A. Mandatory Requirement

The Bidder must specify **TWO Project Managers** meeting the mandatory education (or education plus experience) requirement and having acceptable demonstrated experience.

B. Point Rated Requirements, Education

Each Project Manager is expected to meet an applicable educational standard, which PWGSC has established as:

- i. a Bachelor Degree (or higher) with an acceptable formal coursework specialization in ecology, terrestrial biology, environmental sciences, or other science relevant to the position, **and**
- ii. 5 or more years experience between January 2011 and the closing date of this solicitation in the field of terrestrial ecosystem assessment or terrestrial habitat/ecosystem management.

It is requested that copies of required educational diplomas or certificates be provided to PWGSC with the proposal at bid close. If copies are not provided with the proposal, Canada will request them and the Bidder will have 24 hours from the time of the request to provide them. The required education must have been completed and certificates dated before bid close.

For each Project Manager, provide details of relevant education (or educational coursework plus experience) interpreted by PWGSC as:	20 pts	Min. 15 pts.
<ol style="list-style-type: none"> i. a Bachelor Degree (or higher) with an acceptable formal coursework specialization in ecology, terrestrial biology, environmental sciences, or other science relevant to the position, and ii. 5 or more years experience between January 2011 and the closing date of this solicitation in the field of terrestrial ecosystem assessment or terrestrial habitat/ecosystem management. 	(10 pts for each Project Manager)	

C. Point Rated Requirements, Demonstrated Experience

For **each** of the two Project Managers, it is requested that the Bidder provide examples of terrestrial ecosystem assessment or habitat/ecosystem management projects (must have been completed between January 2011 and the closing date of this solicitation to be considered which demonstrate the required project management experience as described below.

It is possible that one project may cover all three criterion.

Maximum three (3) pages per Project Manager.

For each Project Manager, provide TWO examples of projects which were	40 pts	Min. 30
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wholly managed by the Project Manager. For each project, identify specific methods or tools which were utilized to monitor and manage: i. project schedule ii. project budget iii. client and project team communications iv. project risks, and v. health and safety.	(10 pts/ project)	pts.
For each Project Manager, provide ONE example which describes methods used by that Project Manager to prioritize project tasks, resolve problems, and adapt to change.	20 pts (10 pts/ project)	Min. 15 pts.
For each Project Manager, provide ONE example of a project demonstrating personal experience with formation and management of a multidisciplinary project team.	10 pts (5 pts/ project)	Min. 7.5 pts.

PROJECT MANAGERS, total possible points: 90 Points MIN 75% (67.5 Points)

H.2.3 TERRESTRIAL ECOSYSTEM BIOLOGISTS

A. Mandatory Requirement

The Bidder must specify **THREE Terrestrial Biologist** meeting the mandatory education (or education plus experience) requirement and having acceptable demonstrated experience.

B. Point Rated Requirements, Education

Each Terrestrial Ecosystem Biologist is expected to meet an applicable educational standard, which PWGSC has established as:

- i. a Master's Degree with an acceptable specialization in terrestrial ecology or biology, environmental sciences, terrestrial biological management, or other relevant science, **or**
- ii. a Bachelor Degree with an acceptable formal coursework specialization in ecology, terrestrial biology, environmental sciences, or other science relevant to the position **with** 3 or more years experience between January 2011 and the closing date of this solicitation in the field of terrestrial ecosystem assessment or terrestrial habitat/ecosystem management.

It is requested that copies of required educational diplomas or certificates be provided to PWGSC with the proposal at bid close. If copies are not provided with the proposal, Canada will request them and the Bidder will have 24 hours from the time of the request to provide them. The required education must have been completed and certificates dated before bid close.

For each Terrestrial Ecosystem Biologist, provide details of relevant education plus experience, interpreted by PWGSC as i. a Master's Degree with an acceptable specialization in terrestrial ecology or biology, environmental sciences, terrestrial biological management, or other relevant science, or ii. a Bachelor Degree with an acceptable formal coursework	30 pts (10 pts for each Terrestrial Ecosystem	Min. 22.50 pts.
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specialization in ecology, terrestrial biology, terrestrial habitat/ecology management, environmental sciences, or other science relevant to the position with 3 or more years experience between January 2011 and the closing date of this solicitation in the field of terrestrial ecosystem assessment and/or terrestrial habitat/ecosystem management.	Biologist)	
---	------------	--

C. Point Rated Requirements, Demonstrated Experience

For **each** of the three Terrestrial Ecosystem Biologists, it is requested that the Bidder provide examples of terrestrial ecosystem assessment or terrestrial habitat/ecosystem management projects (must have been completed between January 2011 and the closing date of this solicitation to be considered) which demonstrate the required experience as described below.

It is possible that one project may cover all three criterion.

Maximum three (3) pages per Terrestrial Ecosystem Biologist.

For each Terrestrial Ecosystem Biologist, provide TWO examples of projects which demonstrates personal 'in-the-field' supervision of a terrestrial ecosystem assessment and/or terrestrial habitat/ecosystem management project within British Columbia or Yukon. Responsibility must include direct supervision of field technicians over the course of each project.	<u>60 pts</u> (10 pts/ project)	Min. 45 pts.
For each Terrestrial Ecosystem Biologist, provide ONE example which demonstrates personal responsibility for creating a technical field design or field prescription to enhance or restore terrestrial habitat in British Columbia or Yukon.	<u>30 pts</u> (10 pts/ example)	Min. 22.50 pts.
For each Terrestrial Ecosystem Biologist, provide ONE example of a project which demonstrates personal 'in-the-field' supervision of work to create, enhance, or restore terrestrial habitat in British Columbia or Yukon.	<u>45 pts</u> (15 pts/ project)	Min. 33.75 pts.

TERRESTRIAL ECOSYSTEM BIOLOGISTS, total possible points: 165 Points MIN 75% (123.75 Points)

H.2.4 OTHER CATEGORIES OF PERSONNEL

PWGSC requires other categories of personnel that may be involved in a terrestrial ecosystem assessment project or terrestrial habitat/ecosystem management project, namely Field Technicians, a Drafting Technician, and a Geographic Information System Specialist. The name of proposed personnel, their qualifications, and their hourly rates are requested.

H.2.4.1. FIELD TECHNICIANS

A. Mandatory Requirements

The Bidder must specify **THREE Field Technicians** having acceptable education, experience, and qualifications.

B. Point Rated Requirement, Experience

The Bidder must show that **each** Field Technician has demonstrated knowledge and experience with fieldwork to support a terrestrial biology assessment. Ability is demonstrated by a mix of experience and education, which should include a university degree or technical diploma **and** 3 or more years experience with fieldwork related to assessment of terrestrial ecosystems or ecosystem components. **Maximum three (3) pages per Field Technician.**

It is requested that copies of required educational diplomas or certificates be provided to PWGSC with the proposal at bid close. If copies are not provided with the proposal, Canada will request them and the Bidder will have 24 hours from the time of the request to provide them. The required education must have been completed and certificates dated before bid close.

For each Field Technician, provide details of relevant education plus experience, (interpreted by PWGSC as a university degree or technical diploma and 3 or more years experience with fieldwork related to assessment of terrestrial ecosystems or ecosystem components).	15 pts (5 pts for each Field Technician)	
For each Field Technician, provide TWO examples of projects which demonstrates personal 'in-the-field' experience in terrestrial ecosystem assessment data-gathering and/or creation, enhancement, or restoration of terrestrial habitat. Demonstrative project experience must pertain to projects completed within British Columbia or Yukon.	60 pts (10 pts/project)	

FIELD TECHNICIAN, total possible points: 75 Points

H.2.4.2 DRAFTING TECHNICIAN

A. Mandatory Requirement

The Bidder must specify **ONE Drafting Technician** having acceptable experience.

B. Point Rated Requirements, Experience

The Bidder must show that the Drafting Technician has demonstrated experience with production of species occurrence maps or habitat mapping **and** experience with production of georeferenced site plans.

Maximum three (3) pages per Drafting Technician.

For the Drafting Technician, provide	20 pts	
i. ONE species occurrence map or habitat map which demonstrates experience with production of species occurrence	(10 pts/example)	

<p>or habitat mapping, and</p> <p>ii. ONE georeferenced site plan which demonstrates experience with production of georeferenced site plans.</p> <p>Each map and site plan should be certified by the Bidder as a true copy of work personally completed by the proposed Drafting Technician.</p>		
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DRAFTING TECHNICIAN, total possible points: 20 Points

H.2.4.3 GEOGRAPHIC INFORMATION SYSTEM SPECIALIST

A. Mandatory Requirement

The Bidder must specify **ONE Geographic Information System Specialist** having acceptable education, and experience, and qualifications.

B. Point Rated Requirements, Experience

The Bidder must show that the proposed Geographic Information System Specialist has demonstrated experience in planning and setting up a geographic information system (GIS) for in-house or client purposes **and** experience with generating maps or reports using a GIS application.

Maximum three (3) pages per Geographic Information System Specialist.

For the Geographic Information System Specialist, provide ONE example which demonstrates experience with planning and setting up a GIS for in-house or client purposes.	20 pts	
For the Geographic Information System Specialist, provide ONE example which demonstrates experience with generating maps or reports using a GIS application.	10 pts	

GEOGRAPHIC INFORMATION SYSTEM SPECIALIST, total possible points: 30 Points

TOTAL POSSIBLE POINTS: 380 PTS

H.3. TECHNICAL EVALUATION

H.3.1. Point Rated Criteria

Bidders **must** achieve the minimum score for each of the rated technical criteria.

In order to be considered for contract award, the Bidder's technical proposal must score a minimum of 75% of the maximum points available for sections H.2.2 Terrestrial Project Managers

and H.2.3 Terrestrial Ecosystem Biologists. Proposals which fail to score the minimum 75% for each of these two sections will be declared non-responsive and not considered further.

No further consideration will be given to bidders not achieving the minimum pass scores.

Item#	Description	Maximum Points	Minimum Points Required
H.2.2	Terrestrial Project Managers	/90	67.5 points
H.2.3	Terrestrial Ecosystem Biologists	/165	123.75 points
H.2.4.1	Field Technicians	/75	
H.2.4.2	Drafting Technician	/20	
H.2.4.3	Geographic Information System Specialist	/30	
Possible Total Technical Score			
		/380	/191.25

H.3.2 PWGSC Evaluation Board and Generic Evaluation Table

PWGSC Evaluation Board members will evaluate the strengths and weaknesses of the Bidder's response to the evaluation criteria and will rate each criterion with even numbers (0, 2, 4, 6, 8 or 10) using the generic evaluation table below. The final score will be a single score agreed to by the entire board

(a) Generic Evaluation Table

Non Responsive	Inadequate	Weak	Adequate	Fully Satisfactory	Strong
0 Point	2 Points	4 Points	6 Points	8 Points	10 Points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Proponent do not possess qualifications and experience	Proponent lacks qualifications and experience	Proponent has an acceptable level of qualifications and experience	Proponent is qualified and experienced	Proponent is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team - has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

PART 2 – FINANCIAL EVALUATION

H.4 Financial Evaluation

H.4.1 The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

H.4.2 Bidders must submit their price/rate proposal as outlined in Annex B – Basis of Payment.

H.4.3 Bidders must submit their price/rate proposal in a **separate sealed envelope**.

H.4.4 For rate evaluation purposes, a blended hourly rate will be developed based on the anticipated percentage of involvement. The firm offering the lowest blended rate will receive the full 25 points and the other bidders will be prorated accordingly.

PART 3 – BASIS OF SELECTION

H.5 Basis of Selection

H.5.1 Basis of Selection - Weighted Technical/Financial Split

H.5.1.1 To be declared responsive, a bid must:

- (1) comply with all the requirements of the bid solicitation;
- (2) meet all mandatory technical evaluation criteria; and
- (3) obtain the required minimum of 75 percent of the available points for each of the Terrestrial Project Manager (67.5 points) and Terrestrial Ecosystem Biologist (123.75 points) categories.

H.5.1.2 Bids not meeting (1), (2) and (3) will be declared non-responsive.

H.5.1.3 The evaluation will be based on the highest responsive combined rating of technical merit and price. **The ratio will be 75% for the technical merit and 25% for the price.**

H.5.1.4 To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 75%.

H.5.1.5 To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 25%.

H.5.1.6 For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

H.5.1.7 Canada intends to award THREE Contracts.

The **THREE** highest-ranking responsive bids will be recommended for award of Contracts totaling **\$1,800,000.00** as follows:

1. The **first-ranked bid** will be awarded a Contract with a total value of **\$900,000.00** of the overall available contract value;
2. The **second-ranked bid** will be awarded a Contract with a total value of **\$600,000.00** of the overall available contract value;
3. The **third-ranked bid** will be awarded a Contract with a total value of **\$300,000.00** of the overall available contract value;

Dollar values do not include Goods and Services Tax (GST).

The table below illustrates an example where two bids are responsive and the selection of the contractor is determined by a 75/25 ratio of technical merit and price, respectively. The total available points equal 380 and the lowest evaluated price is \$100.

Basis of Selection - Highest Combined Rating Technical Merit (75%) and Price (25%)

	Bidders		
	Bidder 1	Bidder2	Bidder3
Overall Technical Score	310/380	158/380	365/380
Bid Evaluated Price	\$120	Not technically compliant	\$100
Calculations			
Technical Merit Score	$310/380 \times 75 = 61.18$		$365/380 \times 75 = 72.04$
Pricing Score	$100/120 \times 25 = 20.83$		$100/100 \times 25 = 25$
Combined Rating	82.01		97.04
Overall Rating	2nd		1st

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 VAN-6-39099

Buyer ID - Id de l'acheteur
 van584
 CCC No./N° CCC - FMS No./N° VME

FORM 1 - Bidder's Submission Information	
Bidder's full legal name	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name
	Title
	Address
	Fax #
	Email
Bidder's Procurement Business Number (PBN) [see the <i>Standard Instructions 2003</i>]	
Jurisdiction of Contract: Province in Canada the bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
Federal Contractors Program for Employment Equity (FCP EE) Certification:	See Annex E
COMPLETE LIST OF NAMES OF ALL INDIVIDUALS WHO ARE CURRENT BOARD OF DIRECTORS OF THE BIDDER:	
NAME	TITLE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	

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VAN-6-39099

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van584
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NOTE TO BIDDERS: Please use ONE of the two mailing labels below and affix it securely to the outside of the envelope or package containing your bid submitted by mail or courier. Always ensure your company name, return address, solicitation number and closing date appear legibly on the outside of your bid submission.

AVIS AUX FOURNISSEURS: Pour le retour par la poste ou par messenger, veuillez utiliser UNE des étiquettes d'envoi ci-dessous et apposez-la à l'extérieur de votre enveloppe ou du colis contenant votre offre. Assurez-vous que le nom de votre compagnie, l'adresse de retour, le numéro de l'invitation et la date de clôture soient lisibles à l'extérieur de votre offre.

**Bid Receiving
Public Works & Government Services Canada
219 - 800 BARRARD STREET
VANCOUVER BC V6Z 0B9**

Solicitation No. : EZ897-170341/A

**Solicitation Closes at: 2:00 PM PDT
on: 07 September, 2016**

**Réception des soumissions
Travaux publics et services gouvernementaux Canada
800 rue Burrard, 219 étage
Vancouver (C.-B) V6Z 0B9**

N° de l'invitation : EZ897-170341/A

**La réception des soumissions prend fin le : 07, Septembre 2016
à: 14:00 PM PDT**



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat EZ897-170341
Security Classification / Classification de sécurité UNCLASSIFIED

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

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



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PART B / CONTENU - PARTIE B

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

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

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART C - PERSONNEL SUPPLIER / PARTIE C - PERSONNEL FOURNISSEUR

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

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

Special comments:
Commentaires spéciaux :

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

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART D - INFORMATION SUPPLIER / PARTIE D - RENSEIGNEMENTS PROTÉGÉS (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

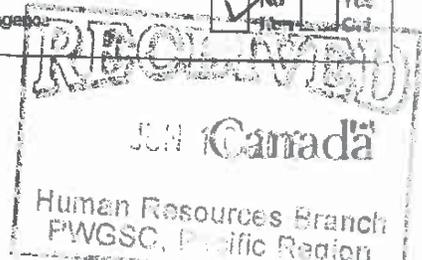
PRODUCTION

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

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

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

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





Government of Canada

Gouvernement du Canada

Contract Number / Numéro du contrat

E2897-170341

Security Classification / Classification de sécurité

UNCLASSIFIED

PART C - Identified / PARTE C - Identifié

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

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

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Summary chart table with columns for Category, Protected, Classified, NATO, and COMSEC. Rows include Information/Assets, Production, IT Media Support, and IT Infrastructure.

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

Yes/No checkboxes with 'Not' and 'Out' labels.

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

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

Yes/No checkboxes with 'Not' and 'Out' labels.

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



Task Authorization / Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur
Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
Title of the task, if applicable - Titre de la tâche, s'il y a lieu
Total Estimated Cost of Task (Applicable taxes extra) / Coût total estimatif de la tâche (Taxes applicables en sus)

Security Requirements: This task includes security requirements / Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité
No - Non / Yes - Oui / If YES, refer to the Security Requirements Checklist (SRCL) Included in the Contract / Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat

For Revision only - Aux fins de révision seulement

Table with 3 columns: TA Revision Number, Total Estimated Cost of Task before the revision, Increase or Decrease (Applicable taxes extra), as applicable

Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract. / Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.

1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis
B. Basis of Payment - Base de paiement
C. Cost of Task - Coût de la tâche
D. Method of Payment - Méthode de paiement

Contract Number - Numéro du contrat

2. Authorization(s) - Autorisation(s)

By signing this TA, the authorized client and (or) the PWGSC Contracting Authority certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le client autorisé et (ou) l'autorité contractante de TPSGC atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The client's authorization limit is identified in the contract. When the value of a TA and its revisions is in excess of this limit, the TA must be forwarded to the PWGSC Contracting Authority for authorization.

La limite d'autorisation du client est précisée dans le contrat. Lorsque la valeur de l'AT et ses révisions dépasse cette limite, l'AT doit être transmise à l'autorité contractante de TPSGC pour autorisation.

Name and title of authorized client - Nom et titre du client autorisé à signer

Signature

Date

PWGSC Contracting Authority - Autorité contractante de TPSGC

Signature

Date

3. Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized - to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature

Date