



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving - Environment and Climate Change Canada / Réception des soumissions – Environnement Canada</p> <p>Josee.francoeur@canada.ca</p> <p>BID SOLICITATION DEMANDE DE SOUMISSIONS</p> <p>PROPOSAL TO: ENVIRONMENT AND CLIMATE CHANGE CANADA</p> <p>We offer to perform or provide to Canada the services detailed in the document including any attachments and annexes, in accordance with the terms and conditions set out or referred to in the document, at the price(s) provided.</p> <p>SOUSSION À: ENVIRONNEMENT CANADA</p> <p>Nous offrons d'effectuer ou de fournir au Canada, aux conditions énoncées ou incluses par référence dans le document incluant toutes pièces jointes et annexes, les services détaillés dans le document, au(x) prix indiqué(s).</p>	<p>Title – Titre Implementation of conservation booths as part of the “Connecting Canadians to Nature” initiative</p>	
	<p>ECCC Bid Solicitation No. /SAP No. – N° de la demande de soumissions ECCC / N° SAP 5000019314</p>	
	<p>Date of Bid solicitation (2017-02-03) – Date de la demande de soumissions (2017-02-03)</p>	
	<p>Bid Solicitation Closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</p> <p>at – à 2:00 P.M. on – le 20 March, 2017</p>	<p>Time Zone – Fuseau horaire Eastern Standard Time EST</p>
	<p>F.O.B – F.A.B</p>	
	<p>Address Enquiries to - Adresser toutes questions à Josee.francoeur@canada.ca</p>	
	<p>Telephone No. – N° de téléphone 819-938-3822</p>	<p>Fax No. – N° de Fax</p>
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</p>	
	<p>Destination - of Services / Destination des services</p>	
	<p>Security / Sécurité Reliability</p>	
<p>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</p>		
<p>Telephone No. – N° de téléphone</p>	<p>Fax No. – N° de Fax</p>	
<p>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</p>		
<p>Signature</p>	<p>Date</p>	

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PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

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

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

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

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

2. Summary

2.1 With the specific goal of “Connecting Canadians to Nature”, Environment and Climate Change Canada (ECCC) wants to educate the public and raise awareness with respect to the various efforts made to protect and preserve the Canadian ecological heritage.

The contractor that will be awarded this contract should, therefore, make sure that it implements the content¹ that will be provided to it concerning the ECCC network of protected areas in a harmonious manner and a sustainable way. This information will relate to the CFS network of protected areas. The messages should be able to be integrated both in static modules (on kiosks or on panels) and in electronic modules (touch screens) serving as information media for visitors to these protected areas.

¹ The type of information that will eventually be integrated in the product requested will be of a nature as to:

- Present the NWAs as sites managed primarily for the conservation of the country's plant and animal life (the three pillars are research, conservation and interpretation);
- Demonstrate that the NWAs are areas with specific conservation objectives connected primarily with protecting the habitat of migratory birds and species at risk;
- Arrange for the NWAs to become places that enable Canadians to connect to nature.

2.2 There is a security requirement associated with this requirement.

2.3 For services requirements, bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

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

The standard instructions 2003 are modified as follows:

Under “Text” at 02:

Delete: “Procurement Business Number”

Insert: “Deleted”

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: “Deleted”

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

Delete: In its entirety

Insert: “send its bid only to Environment and Climate Change Canada (ECCC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

At Section 06 Late Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

At Section 07 Delayed Bids:

Delete: “PWGSC”

Insert: “Environment and Climate Change Canada”

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

Delete: In its entirety

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

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

Delete: In their entirety

Insert: “Deleted”

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

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

Insert: “Deleted”

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

Delete: In its entirety
Insert: "Deleted"

At Section 05 Submission of Bids, Subsection 05 (4):

Delete: "sixty (60) days"

Insert: "one hundred and twenty (120) days"

The standard instructions 2004 are modified as follows:

Under "Text" at 02:

Delete: "Procurement Business Number"

Insert: "Deleted"

At Section 02 Procurement Business Number

Delete: In its entirety

Insert: "Deleted"

At Section 07 Rejection of Bid, Subsection 07 (1) a. and b.:

Delete: In their entirety

Insert: "Deleted"

At Section 10 Joint Venture, Subsection 10 (1b):

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

Insert: "Deleted"

2. Submission of Bids

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

3. Former Public Servant – Competitive Bid

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

Definitions

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

- a. an individual;

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

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

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

Former Public Servant in Receipt of a Pension

As per page 7, definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (1 electronic copy),

Section II: Financial Bid (1 electronic copy),

Section III: Certifications (1 electronic copy)

Section IV: Additional Information (1 electronic 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) format;
- (b) use a numbering system that corresponds to the bid solicitation.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

Section I: Technical Bid

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

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

Section II: Financial Bid

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

1.4 Price Breakdown

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

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

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

- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in Part 7 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

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

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

**ATTACHMENT 1 TO PART 3 -
FINANCIAL BID**

The tenderer must complete the presentation sheet of the financial bids and include in its financial bid when completed. At the very least, the bidder must meet this financial bid Format Sheet by including in its financial bid for the periods indicated below its rate for each deliverables

ECCC wishes to establish a contract until March 31, 2018 as an initial Period

- (a) Professional fees:
- (b) Equipment (if applicable):
- (c) Materials and Supplies (if applicable):
- (d) Travel and Living Expenses (if applicable):
- (e) Subcontracts (if applicable):
- (f) Other Direct Charges (if applicable):

Total Price: \$_____

- (g) **Applicable taxes:**

Total Price including taxes: \$_____

NOTE: The budget for the option year will be based on the prices offered in Phase I of the project. No financial submissions are required for Phase II of the project.

EVALUATION PROCEDURES AND BASIS OF SELECTION – Highest combined Technical Merit (70%) and Price (30%)

Evaluation Procedures

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

Proposals will be evaluated against the requirements listed below. Proposals that do not meet all mandatory criteria or who do not obtain the minimum number of points required for each section listed criteria will be deemed non-compliant. In addition, proposals will be evaluated in a balanced way, with the technical note **worth 70% and financial score equal to 30%**.

The company with the highest total score will be recommended for contract award.

If none of the bids is acceptable, Environment and Climate Change Canada reserves the right not to award the contract.

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

- a. comply with all the requirements of the bid solicitation;
- b. comply with all the mandatory criteria
- c. obtain the required minimum points for each of the rated criteria subject to point rating.
- d. obtain the required minimum of **104 points (80%) overall** for the technical evaluation criteria which are subject to point rating. (The rating is performed on a scale of 130 points.)

Bids not meeting (a) or (b) or (c) or (d) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

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

Mandatory Criteria

	Mandatory Criteria
M1	The contractor/Offeror can offer bilingual service .
M2	The installation of booths and displays will be carried out according to standards recognized by many suppliers across Canada to facilitate maintenance modules.

R-2	WORK PLAN AND SCHEDULE	Score
(MAX POINTS: 23) MIN POINTS REQUIRED FOR R2 A) AND B) 16	<p>A) <i>Proposal provides a detailed schedule and work plan which demonstrates a commitment to meeting the project objectives and deliverables on time and how quality assurance will be addressed thorough the project.</i></p> <p>The following rating scheme will be used to evaluate this criterion:</p> <p>(15) The bidding company provided a detailed Work Plan with a clear and logical understanding of the Objectives of the Statement of Work and quality assurance was addressed. (10) Objectives of the Statement of Work and quality assurance were addressed. Some details are missing (5)The bidding company provided a Work Plan with some understanding of the Objectives of the Statement of Work and quality assurance but is missing many details (0)The bidding company did not include a schedule or work plan</p> <p>B) <i>In the work plan, qualified and experience personnel are assigned to each Tasks:</i></p> <p>The following rating scheme will be used to evaluate this criterion:</p> <p>(8) For each Task, all the personnel assigned to the Task are qualified and experienced to successfully complete the Task. (6) For each Task, there are enough qualified and experienced personnel assigned in a supervision role to ensure the successful completion of the Task. (4) For some Tasks, the personnel assigned are not qualified and experienced to ensure successful completion of the Task. (2) For most Tasks or for key tasks, the personnel assigned are not qualified and experienced to ensure successful completion of the Task. (0) The personnel assigned to each Task are not identified.</p>	<p>A)</p> <p>B)</p>
Sub-Total for R2		/23

R-3	TEAM EXPERIENCE	Score
(MAX POINTS: 90)	<p><i>Does the team's cumulative experience make it a suitable group for carrying out the project? The experience must be clearly described in the proposal.</i></p> <p>The following rating scheme will be used to evaluate this criterion:</p> <p>A) <i>Does the team have experience in designing kiosks and modules or a related product?</i> MAXIMUM POINTS 30 (1 point per year per team member, to a maximum of 10 years)</p> <p>B) <i>Does the team have experience in planning and implementing kiosks and modules or a related product?</i> MAXIMUM POINTS 30 (1 point per year per team member, to a maximum of 10 years)</p> <p>C) <i>Does the team have experience in the field of recreational tourism?</i> MAXIMUM POINTS 30 (1 point per year per team member, to a maximum of 10 years)</p>	<p>A)</p> <p>B)</p> <p>C)</p>
Sub-Total for R3		/90

MINIMUM OVERALL SCORE OF 104/130 (80%) MUST BE ACHIEVE		
Maximum Total points		/130

	An OVERALL score of 80% or 152/190 is required.	Maximum points	Minimum points required
R1	APPROACH AND METHODOLOGY	A) 12 B) 5	A) & B) 12
R2	WORK PLAN AND SCHEDULE	A) 15 B) 8	A) & B) 16
R3	PROJECT TEAM EXPERIENCE	A) 30 B) 30 C) 30	
MINIMUM OVERALL SCORE OF 104/130 (80%) MUST BE ACHIEVE			

PART 5 - CERTIFICATIONS

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

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

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

Certifications Required Precedent to Contract Award

1. Integrity Provisions - Associated Information

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

Additional Certifications Required Precedent to Contract Award

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

2. Status and Availability of Resources

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual,

of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

2.1 Education and Experience

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

2.2 Former Public Servant in Receipt of a Pension

As per page 7, definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

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

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

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

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- h. name of former public servant;
- i. conditions of the lump sum payment incentive;
- j. date of termination of employment;
- k. amount of lump sum payment;
- l. rate of pay on which lump sum payment is based;
- m. period of lump sum payment including start date, end date and number of weeks;
- n. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

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

Signed

Date

PART 6 – SECURITY AND OTHER REQUIREMENTS

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

2.0. Insurance Requirements

N/A

PART 7 - RESULTING CONTRACT

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

TITLE: Implementation of conservation booths as part of the “Connecting Canadians to Nature” initiative

1. Statement of Work

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

2. Standard Clauses and Conditions

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

2.1 General Conditions

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

General conditions 2010B is modified as follows:

At Section 12 Transportation Costs

Delete: In its entirety

Insert: “Deleted”

At Section 13 Transportation Carriers” Liability

Delete: In its entirety.

Insert: “Deleted”

At Section 18, Confidentiality:

Delete: In its entirety

Insert: “Deleted”

Insert Subsection: “35 Liability”

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

2.2 Supplemental General Conditions

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

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

3. Security Requirement

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

3.1.2 Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of ECCC.

3.1.3 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).

4. Term of Contract

4.1 Period of the Contract

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

4.2 Option Period

- i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by one **(1) additional year period for phases II of the project**, under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.
- ii. Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a formal contract amendment.

4.3 Transition Period

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

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

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

Telephone: 819-938-3822
Facsimile: 819-938-4848
E-mail address: josee.francoeur@canada.ca

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

5.2 Technical Authority (at contract award)

The Technical Authority for the Contract is:

Name:
Title:
Organization:
Address:

Telephone: ____-____-_____
Facsimile: ____-____-_____
E-mail address: _____

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

5.3 Contractor's Representative (at contract award)

Name:

Title:

Organization:

Address:

Telephone: ___-___-_____

Facsimile: ___-___-_____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

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

7. Payment

7.1 Basis of Payment

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

7.2 Limitation of Expenditure

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

- (c) If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.3 Time Verification

C0711C 2008-05-12 Time Verification

8. Invoicing Instructions

8.1 Monthly Payments

H1008C, 2008-05-12 Monthly Payments

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

9. Certifications

9.1 Compliance

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

10. Applicable Laws

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

11. Priority of Documents

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

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

**ANNEX A
STATEMENT OF WORK**

CONFIDENTIALITY

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

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

Background

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

Among the candidates chosen that are part of the Canadian Wildlife Service’s (CWS) network of protected areas are the following NWAs:

Province	National Wildlife Area
British Columbia	Alaksen Vaseux-Bighorn
Saskatchewan	Last Mountain Lake
Ontario	Big Creek Prince Edward Point
Québec	Cap Tourmente Lac Saint François
New Brunswick	Cape Jourimain Shepody
Nova Scotia	Chignecto

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

Purpose of the contract

With the specific goal of “Connecting Canadians to Nature”, ECCC wants to educate the public and raise awareness with respect to the various efforts made to protect and preserve the Canadian ecological heritage.

The contractor that will be awarded this contract should, therefore, make sure that it implements the content² that will be provided to it concerning the ECCC network of protected areas in a harmonious manner and a sustainable way. This information will relate to the CFS network of protected areas. The messages should be able to be integrated both in static modules (on kiosks or on panels) and in electronic modules (touch screens) serving as information media for visitors to these protected areas.

Statement of the work

ECCC believes that by using concepts of multimedia booths and columns of mobile panels, it will be easier to relate the history of ECCC/CWS and, as a result, reach a larger audience.

These booths and display units should demonstrate the brand image ECCC wants to adopt. It is important for these new elements to be standardized since they will be an integral part of the CWS protected area network.

The work will be carried out through phases – two stages each.

Phase I - Stage 1: Planning and Design of the Pilot Project

ECCC envisages in the first stage, to make the planning and design of conservation kiosks for two NWAs: Big Creek and Cap Tourmente. These NWAs "pilot" will give a good measure to eventually expand this concept to the rest of protected areas selected.

Phase I - Stage 2: Construction and Installation of the Pilot Project

At this stage, these modules will be built and installed strategically on each selected protected areas.

Phase I – Stage 1 and 2

The contractor should, at the best cost possible, evaluate the two sites where these new facilities will be located, or have them evaluated. Therefore, it should be noted that the travel costs should be included in the available budget provided for this contract.

² The type of information that will eventually be integrated in the product request will be of a nature as to:

- Present the NWAs as sites managed primarily for the conservation of the country's plant and animal life (the three pillars are research, conservation and interpretation);
- Demonstrate that the NWAs are areas with specific conservation objectives connected primarily with protecting the habitat of migratory birds and species at risk;
- Arrange for the NWAs to become places that enable Canadians to connect to nature.

Phase I – Stage 1 and 2

Work closely with the regional CWS attached to the two NWAs pilots and with the National Headquarter, from the National Capital Region (NCR).

Phase II - option year³

Depending on the result of the two stages of Phase I, an option year could be considered to replicate the concept and extend it to eight other NWAs as part of the initiative, or to external sites to ECCC in order to raise a wider awareness through its messages.

NOTE: The budget for the option year will be based on the prices offered in Phase I of the project. No financial submissions are required for Phase II of the project.

³ In Phase II, the focus will be mainly to bring on the concept to the following sites: Alaksen, Vaseux-Bighorn, Last Mountain Lake, Prince Edwards Point, Lac Saint François, Chignecto, Shepody and Cape Jourimain.

Description of the work

Deliverables and tasks to be performed

Phase I – Stage 1: planning and design of the Pilot Project	
Work	Deliverables
<ul style="list-style-type: none"> • Planning and design of the modules - booths and display units; <ul style="list-style-type: none"> ○ Free-standing structure ○ Indoor facilities ○ Outdoor facilities ○ Material and hardware ○ Multimedia ○ Power ○ Network connection - with and without wires 	<ul style="list-style-type: none"> • Meeting between the different actors; <ul style="list-style-type: none"> ○ Listening to specifics and needs of the project in the region; ○ Overview of possibilities and capacity of the contractor - examples of products that may be offered.
<ul style="list-style-type: none"> • Assessment of the two pilot sites for the future infrastructures; <ul style="list-style-type: none"> ✓ Cap Tourmente ✓ Big Creek 	<ul style="list-style-type: none"> • Submission of feasibility study <ul style="list-style-type: none"> ○ Visit follow-up ○ Potential - Statement of various options by the supplier using three scenarios; ○ Recommendations and direction to take
<ul style="list-style-type: none"> • Make the preliminary plans and specifications of the modules: kiosk and display. 	<ul style="list-style-type: none"> • Preliminary plans and specifications of the modules: kiosk and display.

Phase I – Stage 2: construction and installation of the Pilot Project	
Work	Deliverables
<ul style="list-style-type: none"> Build or make someone else build the booths and display units, according to the developed plans and specifications, kiosks and displays with adequate materials⁴ while keeping in mind that it is important to maintain the ECCC brand. 	<ul style="list-style-type: none"> Construction; Delivery of the modules; Delivery of the plans and specifications in original and paper format.
<ul style="list-style-type: none"> Finalize the booths 	<ul style="list-style-type: none"> Meeting with the content developer; Transfer the content on a medium that suits the specifications; The installation of the content developed by CWS and/or other parties that will be provided to you on the network's booths; Provide a user manual that will include a procedure for maintaining the equipment and procedures allowing a CWS employee to update the booths quickly and easily.
<ul style="list-style-type: none"> Have the booths and display units installed on the pre-selected sites for the new infrastructures; <ul style="list-style-type: none"> ✓ Cap Tourmente ✓ Big Creek 	<ul style="list-style-type: none"> Installation of the modules.
<ul style="list-style-type: none"> Put the electrical (lighting) and electronic (touch screens) components of the various modules into service; 	<ul style="list-style-type: none"> Installation and putting into service of the modules - provide for the commissioning of these components.

- Assess the potential for future Phase II facilities;

- ✓ Alasken
- ✓ Vaseux-Bighorn
- ✓ Last Mountain Lake
- ✓ Prince Edwards Point
- ✓ Lac Saint-François
- ✓ Chignecto
- ✓ Cap-Jourimain
- ✓ Shepody.

⁴ In this case, the expression or words “adequate materials” means that the materials must satisfy the environmental and aesthetic standards and conditions of each of the pre-selected sites and must have a lifespan of 20 years.

Option year

Phase II : – Stage 1: planning and design, resumption of the concept Phase I	
Work	Deliverables
<ul style="list-style-type: none"> • Prepare the sites⁵ for the new infrastructures – refer to Phase I of the present project; 	
<ul style="list-style-type: none"> • Build, according to developed plans and specifications, kiosks and displays with suitable materials⁶; 	<ul style="list-style-type: none"> • Construction and delivery of the modules; • Delivery of the plans and specifications in original and paper format.
<ul style="list-style-type: none"> • Finalize the booths 	<ul style="list-style-type: none"> • The installation of the content developed by CWS and/or other parties that will be provided to you on the network's booths; Provide a user manual that will include a procedure for maintaining the equipment and procedures allowing a CWS employee to update the booths quickly and easily.
<ul style="list-style-type: none"> • Have the booths and display units installed on the pre-selected sites for the new infrastructures; <ul style="list-style-type: none"> ✓ Alasken ✓ Vaseux-Bighorn ✓ Last Mountain Lake ✓ Prince Edwards Point ✓ Lac Saint-François ✓ Chignecto ✓ Cap-Jourimain ✓ Shepody. 	<ul style="list-style-type: none"> • Installation of the modules.
<ul style="list-style-type: none"> • Put the electrical (lighting) and electronic (touch screens) components of the various modules into service; 	<ul style="list-style-type: none"> • Put the facilities into service; • Submissions of the report on the final test before the modules are put into service.

⁵ Based on the agreements signed - note that these proposed sites are provided for information only and are subject to review during the process.

⁶ In this case, the expression or words "adequate materials" means that the materials must satisfy the environmental and aesthetic standards and conditions of each of the pre-selected sites.

Budget and timetable

To carry out this project, ECCC has allocated a total budget of **\$150,000**.

An amount that would not exceed **\$ 40,000** is expected to proceed with the work of Phase I - Stage 1, Planning and Design. From this amount, a cap of **\$ 5,000** will be available to do on-site analysis and installation of modules - Transport and accommodation.

The rest of the budget, **\$ 110,000**, will be allocated for Phase I - Stage 2: Building and Installing.

In order to complete Stage 1 and 2 of the first Phase, 1 year will be scheduled. The project will be starting from the moment the contract will be signed to **31st March 2018**.

Phase I - Stage 1: Planning and Design of the Pilot Project is planned to begin at contract signature. By **March 31st, 2018** the second stage of Phase I will have to be completed.

N.B.: It is possible, following the success of Phase I, that an option year will be offered to plan and implement Phase II from this project. The budget for Phase II will be part of an analysis that will be based on Phase I. The timeline will be from April 2018 to March 31, 2019.

**ANNEX B
BASIS OF PAYMENT**

(to be completed at contract award)