



<p>RETURN BIDS TO: RETOURNER LES SOUMISSIONS À:</p> <p>Bid Receiving – Environment and Climate Change Canada / Environnement et Changement climatique Canada</p> <p>Réception des soumissions – Environment Canada 201 – 401 Burrard Street Vancouver, BC V6C 3S5</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>SOUMISSION À: Environnement et Changement climatique 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 – Collection and delivery of raw and processed topographic and bathymetric data from 9 coastal wetlands throughout the Canadian side of the northern Great Lakes basin.</p>		
	<p>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP 5000038125</p>		
	<p>Date of bid solicitation 2018.05.07 Date de la demande de soumissions 2018.05.07</p>		
	<p>Bid solicitation closes 2018.05.23- La demande de soumissions prend fin 2018.05.23</p> <p>at – à 10:00 A.M. on – le 2018.05.23</p>	<p>Time Zone – Fuseau horaire Pacific Standard Time</p>	
	<p>F.O.B – F.A.B Destination</p>		
	<p>Address Enquiries to - Adresser toutes questions à Angelina Garcia Contracting Authority Finance Branch Environment Canada 201 – 401 Burrard Street Vancouver, BC V6C 3S5 Email: Angelina.Garcia@canada.ca</p>		
	<p>Telephone No. – N° de téléphone 604-664-9114</p>	<p>Fax No. – N° de Fax 604-713-9867</p>	
	<p>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ) As discussed in the Statement of Work here within</p>		
	<p>Destination - of Services / Destination des services Great Lakes, Ontario</p>		
	<p>Security / Sécurité There is no security requirement associated with this solicitation</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>	

Cover page (signed) must be submitted together with the Bidder's proposal.

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TITLE: Collection and delivery of raw and processed topographic and bathymetric data from 9 coastal wetlands throughout the Canadian side of the northern Great Lakes basin

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, Evaluation Criteria 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; and
- Part 6 Resulting Contract: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, the Integrity Regime Form, and the Former Public Servant – Competitive Bid Form.

2. Summary

- 2.1 Environment and Climate Change Canada has a requirement for topographic and bathymetric data collection and delivery as detailed in the Statement of Work, Annex A to the bid solicitation. The period of the contract is from date of award to December 31, 2018. The requirement is for the collection and delivery of raw and processed topographic and bathymetric survey data from 9 coastal wetlands throughout the Canadian side of the northern Great Lakes basin. Moreover, ECCC requires the topographic surveys to be conducted along predetermined transects and the bathymetric surveys to be conducted with spatially explicit polygons.
- 2.2 There is no security requirement associated with this solicitation
- 2.3 Bidders must provide a list of names as per Annex D, or other related information as needed, pursuant to section 01 Integrity Provisions of Standard Instructions 2003.
- 2.4 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.
- 2.5 This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

This requirement is not subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP).
- 2.6 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 – Certifications, Part 6 – Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity – Certification.

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 (2016-04-04) 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 05 Submission of Bids, Subsection 05 (4):

Delete: 60 days

Insert: 120 days

At Section 06 Late Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada (ECCC)"

At Section 07 Delayed Bids:

Delete: "PWGSC"

Insert: "Environment and Climate Change Canada (ECCC)"

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"

1.1 PWGSC SACC Manual Clauses

1.1.1 A7035T (2007-05-25) List of Proposed Subcontractors

If the bid includes the use of subcontractors, the Bidder agrees, upon request from the Contracting Authority, to provide a list of all subcontractors including a description of the things to be purchased, a description of the work to be performed and the location of the performance of that work. The list should not include the purchase of off-the-shelf items, software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business, or the provision of such incidental services as might ordinarily be subcontracted in performing the Work.

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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to ECCC will **NOT** be accepted.

Bids are to be directed only to the bid receiving address specified. ECCC will **NOT** assume responsibility for bids directed to any other location.

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

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

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

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Inquiries 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 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.

6. Basis for Canada's Ownership of Intellectual Property

Environment and Climate Control 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:

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (3 hard copies)
Section II: Financial Bid (3 hard copies)
Section III: Certifications (3 hard copies)

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

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

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

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

Section I: Technical Bid

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

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

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

Section II: Financial Bid

- 1.1 Bidders must submit their financial bid in Canadian funds and in accordance with the Basis of Payment/Financial Bid Evaluation Sheet in Annex B. The total amount of Applicable Taxes must be shown separately. All information relating to price must appear only in the financial bid. No price may be indicated in any other section of the bid. The bid must cover the prescribed length of the contract, including option years.
- 1.2 Bidders should include the following information in their financial bid:
 - (a) Their legal name; and
 - (b) The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid; and any contract that may result from their bid.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES, TECHNICAL AND FINANCIAL BID EVALUATION CRITERIA, AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Introduction

To meet the requirement described herein, the experience of the Bidder must be work for which the Bidder was under contract to clients exterior to the Bidder's own organization. In the case of a joint venture, the combined experience of the parties forming the joint venture will be considered in the evaluation of the experience of the bidder.

Listing experience without providing any supporting data to describe where and how such experience was obtained will result in the experience not being included for evaluation purposes.

1.2 Evaluation Process

All bids will be evaluated in accordance with the process outlined in this Article.

The Evaluation Process and Contractor Selection are subdivided into four stages:

- i. Evaluation of compliance with the Mandatory Technical Evaluation Criteria
- ii. Evaluation of the Point-Rated Technical Evaluation Criteria
- iii. Evaluation of the Financial Bid
- iv. Basis of Selection of the winning bidder

Bidders will not be given any information regarding the status of their bid, any preliminary scores or results relating thereto, or any similar details until such time as the evaluation of all bids has been completed and a Contract has been awarded.

Notwithstanding that the evaluation and selection methodology will be conducted in Stages, the fact that Canada has proceeded to any next stage shall not be deemed to mean that Canada has conclusively determined that the proposal has successfully passed all the previous Stages.

2. Technical Evaluation Criteria

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

2.1 Mandatory Technical Evaluation Criteria:

Mandatory criteria are assessed on a simple pass/fail basis. Bids that fail to meet any of the mandatory criteria will be considered non-responsive.

		Indicate yes/no	Clearly indicate page reference within Request for Proposal
M1	The Bidder must demonstrate in its proposal that it has successfully carried out a similar topographic elevation survey project within the last 10 years. To be considered, the project must: <ul style="list-style-type: none"> o Include collecting high accuracy position data for elevation surveying of natural systems using Global Navigation Satellite System (GNSS) technology; o Include creating survey grade benchmarks (e.g. ≤ 4cm vertical accuracy) for Real-Time Kinematic (RTK) data collection or collecting survey grade data using Real-Time Network (RTN) technology (e.g. CAN-net); and, o Include assessing the accuracy of collected data. 		

M2	The Bidder must demonstrate in its proposal that it has access to survey-grade GNSS Global Positioning System (GPS) equipment to conduct the ground-truthing surveys. To be considered the bidder must: <ul style="list-style-type: none"> provide a description of the equipment to be used to conduct the surveys 		
M3	The Bidder must demonstrate in its proposal that it has successfully carried out a similar bathymetric data collection project within the last 10 years. To be considered, the project must: <ul style="list-style-type: none"> Include collecting high accuracy bathymetric data of natural systems using an echo sounder or similar technology; Include creating a high resolution bathymetric rendering of the area of interest; and, Include assessing the quality of collected data and the removal of data of poor quality/accuracy. 		
M4	The Bidder must demonstrate in its proposal that it has access to a vessel and suitable survey equipment to conduct the bathymetric surveys. To be considered the bidder must: <ul style="list-style-type: none"> provide a description of the equipment to be used to conduct the surveys 		

2.2 Point Rated Technical Criteria

To be considered responsive, a bidder must obtain the required minimum 55 points of the overall 85 points for the evaluation of the Point Rated Technical Criteria.

A minimum score of 70% must be obtained for the proposal to be considered responsive.

	ADDITIONAL CRITERIA (maximum numerical score)	Total maximum points
	EXPERTISE OF THE BIDDER, WITH BRIEF CV PROVIDED (35 PTS)	
R1	Bidder's scope of corporate experience related to topographic survey data collection. Example: >10 years (10 pts); 5-10 years (5 pts), <5 years (2.5 pts), Not demonstrated based on CV (0 pts)	10
R2	Bidder's scope of corporate experience related to bathymetry data collection.	10
R3	Bidder's certification in the field of geodesy and/or geomatics.	5
R4	Bidders scope of corporate experience in conducting shallow or very-shallow water bathymetric surveys (0-3m water depths).	10
	QUALIFICATION AND EXPERIENCE OF THE PROPOSED TEAM MEMBERS (20 PTS)	
R5	The proposed project team assigned to do the work, with brief CVs provided, collectively demonstrate experience in <ul style="list-style-type: none"> a. Collecting and manipulating high accuracy positioning data using GNSS technology b. Assessing accuracy of positioning data c. Collection and manipulation of bathymetric data by boat or unmanned vessel d. Assessing accuracy of bathymetric data 	5 5 5 5
	EXPERIENCE OF PROPOSED TEAM MEMBERS IN WORKING IN THE GREAT LAKES BASIN AND IN WETLANDS (20 PTS)	
R6	The proposed project team assigned to do the work, with brief CVs provided, collectively demonstrate experience in <ul style="list-style-type: none"> a. Conducting surveys and familiarity in working in the Great Lakes region 	10
R7	The proposed project team assigned to do the work, with brief CVs provided, collectively demonstrate experience in <ul style="list-style-type: none"> a. Conducting surveys and familiarity in working in wetland environments 	10
	WORK PLAN AND METHODOLOGY (10 PTS)	
R8	Detail and completeness of the Work Plan	10
	Total Points	85

3. Evaluation of the Financial Bid;

Once the technical evaluation scores are established for all bids, the Financial Bid will be opened and evaluated by the Contracting Authority. The technical scores will not be changed once the financial bids are opened.

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

3.1 Mandatory Financial Criterion

Bids which fail to meet the Mandatory Financial Criteria will be declared non-responsive.

Number	Criterion	Met/Not Met
MF1	The maximum budget allocated for this project must not exceed \$72,000 applicable taxes extra, including all labour, associated costs and subcontractors. Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change to pay such an amount.	

3.2 Evaluation of Price

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

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

Proposals will be evaluated out of 30 points

3.2.2 The proposal with the lowest price receives the maximum 30 points, and all higher priced proposals will be pro-rated relative to the lowest price

4. Basis of Selection

- (a) To be declared responsive, a bid must:
 - (i) comply with all the requirements of the bid solicitation;
 - (ii) meet all mandatory technical evaluation criteria; and
 - (iii) obtain the required minimum of 35 points overall for the technical evaluation criteria which are subject to point rating.
- (b) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
- (c) The evaluation will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- (d) 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 70%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.
- (h) The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 100 and the lowest evaluated price is \$62,000 (62).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		80/85	60/85	70/85
Bid Evaluation Price		\$72,000.00	\$65,000.00	\$62,000.00
Calculations	Technical Merit Score	$80/85 \times 70 = 65.88$	$60/85 \times 70 = 49.41$	$70/85 \times 70 = 57.65$
	Pricing Score	$62/72 \times 30 = 25.83$	$62/65 \times 30 = 28.62$	$62/62 \times 30 = 30.00$
Combined Rating		91.71	78.03	87.64
Overall Rating		1 st	3rd	2nd

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true. The Bidder must complete the attached "List of Names for Integrity Verification Form" found in Annex D.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

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.

1.3 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.

The Bidder must complete the attached "Former Public Servant – Competitive Bid Form" found in Annex E.

PART 6 - RESULTING CONTRACT

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

Title: Collection and delivery of raw and processed topographic and bathymetric data from 9 coastal wetlands throughout the Canadian side of the northern Great Lakes basin

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A and the Contractor's technical bid entitled _____, dated _____.

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

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

General conditions 2035 is modified as follows:

At Section 06 Subcontracts

Delete: paragraphs 1, 2, and 3 in their entirety.

Insert: "The Contractor may subcontract the supply of goods or services that are customarily subcontracted by the Contractor. Subcontracting does not relieve the Contractor from any of its obligations under the Contract or impose any liability upon Canada to a subcontractor. In any subcontract, the Contractor agrees to bind the subcontractor by the same conditions by which the Contractor is bound under the Contract, unless the Contracting Authority agrees otherwise, with the exception of requirements under the Federal Contractors Program for employment equity which only apply to the Contractor."

At Section 14 Transportation Costs

Delete: In its entirety

Insert: "Deleted"

At Section 15 Transportation Carriers" Liability

Delete: In its entirety.

Insert: "Deleted"

At Section 20 Copyright

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 Specific Person(s)

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

3. Security Requirement

There is no security requirement associated with this solicitation.

4. Term of Contract

Period of the Contract

A9022C (2007-05-25) Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Will be identified at contract award.

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 – to be announced upon contract award

The Technical Authority for the Contract is:

Will be identified at contract award.

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

5.3 Contractor's Representative – to be announced upon contract award

Will be identified at contract award.

6. Proactive Disclosure of Contracts with Former Public Servants - if applicable

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

Limitation of Expenditure

7.1.1 Canada's total liability to the Contractor under the Contract must not exceed \$_____, Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

7.1.2 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.

7.1.3 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.

7.2 Terms of Payment

a. Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in Annex B of the Contract and the payment provisions of the Contract if:

- i. an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - ii. all such documents have been verified by Canada;
 - iii. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.
- b. The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone	Description or « Deliverable »	Firm Amount	Due Date or « Delivery Date »
1.			
2.			
3.			
4. (e.g., Draft report)			
5. (e.g., Final report)			

7.3 SACC Manual Clauses

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

C0711C (2008-05-12) Time Verification

8. Invoicing Instructions

8.1 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.

8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 3, Sec. 5.2, Technical Authority, of the Contract for certification and payment.

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.

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 a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

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.

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) 2035 General Conditions - Higher Complexity – Services (2016-04-04) as modified;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____, as clarified on _____ or as amended on _____ .

12. G1001C (2008/05/12) GENERAL INSURANCE REQUIREMENTS

The Contractor must comply with the insurance requirements. 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.

ANNEX A

STATEMENT OF WORK

TITLE

Collection and delivery of raw and processed topographic and bathymetric data from 9 coastal wetlands throughout the Canadian side of the northern Great Lakes basin

1. BACKGROUND

As part of the Government of Canada's Great Lakes Protection Initiative (GLPI), Environment and Climate Change Canada (ECCC) will be assessing the vulnerability of Great Lakes coastal wetlands to climate change. The impact climate change will have on wetlands within the Great Lakes basin is not well understood, but a loss of wetland ecosystem services is anticipated. The Great Lakes Ecosystem Management Section (GLEM) of the ECCC's Strategic Policy Branch leads the development and implementation of actions related to Habitat and Species to deliver on Canada's obligations under the Great Lakes Water Quality Agreement (GLWQA). As such, GLEM has a vested interest in determining how climate change will impact the function of Great Lakes coastal wetlands and identifying adaptive measures to increase wetland resilience.

Modelling the response of coastal wetland vegetation communities to climate change is an effective method for predicting vulnerability and requires accurate physical information (topography and bathymetry) to develop Digital Elevation Models (DEM). DEMs can be developed through Light Detection and Ranging (LiDAR), which has been performed at some locations across the Great Lakes basin. However, within Great Lakes coastal wetlands, turbidity and areas of dense vegetation commonly result in inaccurate reflectance readings. As such, it is necessary to: (i) collect precise field-based topographic data to correct terrestrial LiDAR data; and, (ii) undertake boat-based bathymetric surveys to collect underwater elevation data.

2. OBJECTIVE

ECCC requires the one-time collection and delivery of raw and processed topographic and bathymetric data from nine (9) coastal wetlands throughout the Canadian side of the northern Great Lakes basin. Moreover, ECCC requires the topographic surveys to be conducted along predetermined transects and the bathymetric surveys to be conducted with spatially explicit polygons.

3. THE WORK

3.1 Locations:

The coastal wetlands to be surveyed span the Canadian side of the northern Great Lakes basin. Figure 1 illustrates the locations for all sites in Lake Huron (including Georgian Bay and the St. Mary's River) and Figure 2 illustrates the locations for all sites in Lake Superior. Figures 3-11 in section 6.1 illustrate each of the 9 wetland sites of interest and the locations of the predetermined topographic survey transects and bathymetric survey extent polygon.

ECCC will begin contacting landowners once this Request for Proposal (RFP) has been posted and ECCC will initiate any site access and permitting processes; however, it will be the responsibility of the Contractor to secure/ finalize all permissions and required permits (see 4.0 Deliverables). The longitude and latitude of each wetland's centroid, as well as the ownership of each site (to the best of ECCC's knowledge) has been detailed in Table 1.

3.2 Topographic Surveys:

At each coastal wetland, the Contractor will collect Real-Time Kinematic (RTK) or Real-Time Network (RTN) data at approximately 225 survey points, distributed uniformly across fifteen (15) transects pre-determined by ECCC. Additional transects may be added on a site-by-site basis, especially where transects are very short, but no more than 20 transects will be surveyed at a given site. Survey points will be collected by foot in an effort to minimize disturbances to wetland flora or fauna. For site-specific RTK/ RTN survey plans, please see Reference Materials (Section 6.1).

Topographic transects will span terrestrial and aquatic systems, starting at the shoreline and stopping at the forest's edge. Transects will extend up to 1.2m in depth (not drawn in provided maps/ shapefile; see Section 6.1) and survey points taken along these extensions do not contribute to the 225 survey points taken per site. To complete these extensions, the Contractor must have experience completing similar surveys in natural systems and wading through aquatic environments.

In addition to basin morphology, the orientation and length of each survey transect is intended to capture elevation points within each of the dominant wetland vegetation guilds. These guilds include, but are not limited to the following:

- Submerged and rooted floating-leaved vegetation (SAV);
- Non-persistent emergent (NPE; e.g., bulrushes, burreed, arrowhead, pickerelweed);
- Cattails (*Typha* spp.);
- Phragmites (PHG; *Phragmites australis* subsp. *australis*);
- Meadow marsh (MM; e.g., sedges, grasses and herbaceous growth);
- Shrubby swamp (SS; alder, dogwood, sweet gale, willow); and,
- Treed swamp (TS; e.g., ash, maple, cedar).

On average, transects run 150m in length, with a minimum length of 40m and a maximum length of 575m. Transects in excess of 200m cross large expanses of meadow marsh and/ or open water habitat. The Contractor will not deviate from predetermined transects unless the surveying conditions are deemed to be unsafe or if the canopy restricts sampling. In these instances, the Contractor will draw upon their understanding of wetland systems to find a suitable location no more than 10m off of the predetermined transect. If surveying is still not possible, the Contractor will survey a transect at an alternate location following the elevation gradient in the study site to achieve the minimum number of survey points. Where topography can no longer be surveyed (e.g. presence of a steep embankment or urban infrastructure, or water depth is in excess of 1.2m), the Contractor is permitted to terminate the RTK/ RTN survey transect. Water depths in excess of 1.2cm will be captured through the bathymetric surveys (see Section 3.3)

Once the topographic surveys have been completed, the Contractor will post-process the data to ensure latitude and longitude are expressed in decimal degrees and that elevation/ depth is expressed relative to the desired datum (see 3.5 Additional Technical Information). Quality controlled data will then be compiled into a draft database (see 4.0 Deliverables).

Table 1. The nine (9) coastal wetlands to be surveyed throughout the Canadian side of the northern Great Lakes basin. The longitude and latitude of each wetland's centroid have been expressed in decimal degrees. Land ownership has been included to inform landowner engagement and permit requirements.

Region	Wetland Site	Longitude	Latitude	Land Ownership
Lake Huron	Baie Du Doré	-81.557060	44.336297	Bruce Power
	Collingwood Shores Wetlands	-80.280279	44.524246	Private
	Hay Bay Wetland	-81.694160	45.236438	Parks Canada
Georgian Bay	Hog Bay	-79.802388	44.734278	Private
	Key River Wetland	-80.718714	45.886929	Private
	Treasure Bay	-79.857690	44.866860	Parks Canada
St. Mary's River	Anderson Creek	-83.968344	46.331187	Private
Lake Superior	Hurkett Cove	-88.496898	48.830828	Lakehead Region Conservation Authority
	Mission Marsh	-89.213118	48.368109	Ontario Power Generation

Figure 1. Map illustrating the locations of all coastal wetlands to be surveyed in Lake Huron.

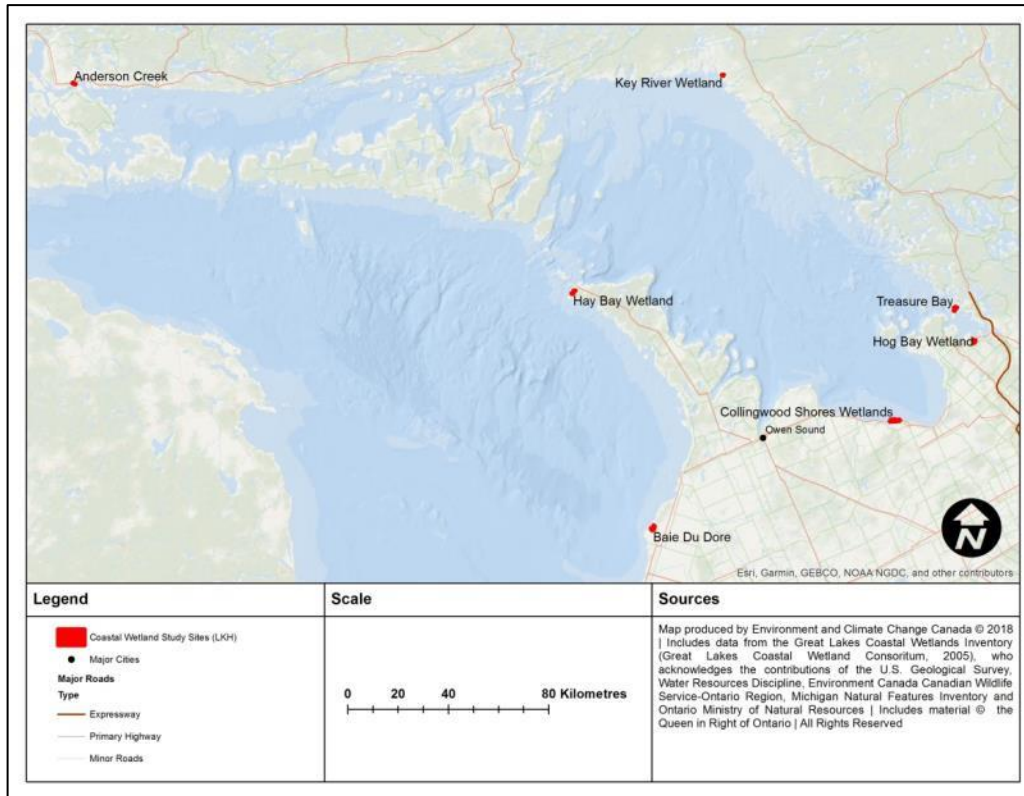
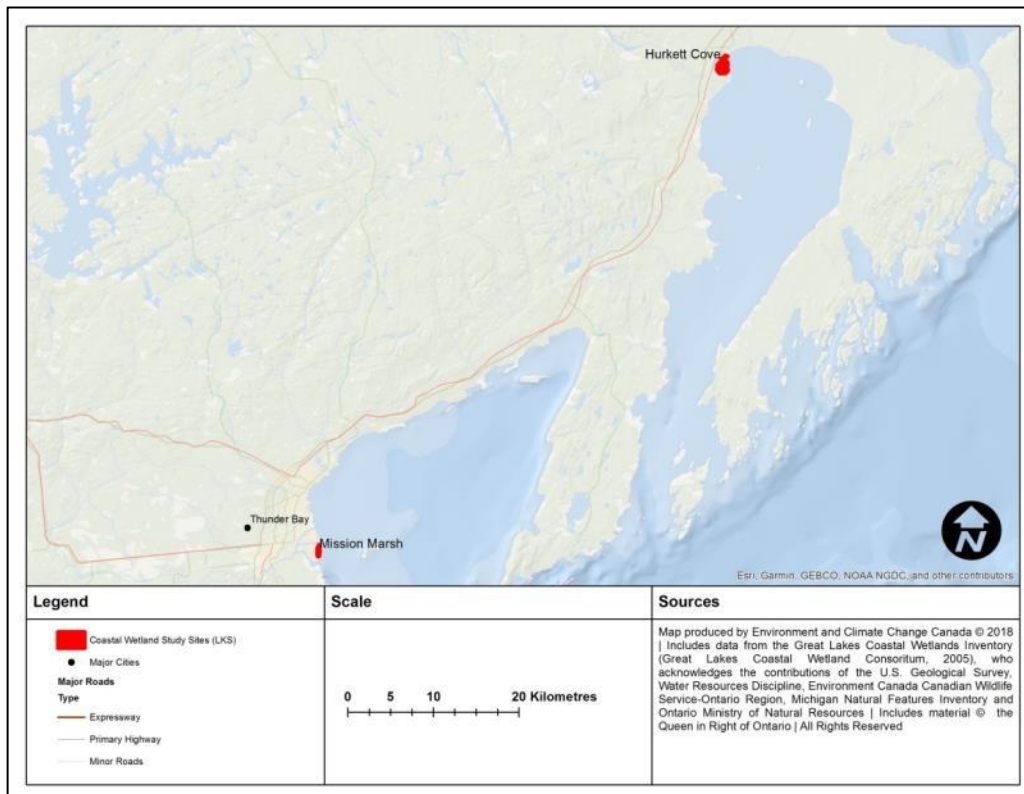


Figure 2. Map illustrating the locations of all coastal wetlands to be surveyed in Lake Superior.



3.3 Boat –Based Bathymetric Surveys:

Within spatially explicit polygons predetermined and provided by ECCC, the Contractor will develop boat-based bathymetric survey transects for each site and collect depth data relative to a benchmark or water level surface elevation at the time of survey(s). For example survey routes; please see the attached Reference Materials (Section 6.1). Bathymetric survey routes will be dictated by the morphology of the wetland basin, but the Contractor must survey shallow water habitats ($\leq 1.2\text{m}$ in depth) and open water habitats ($> 1.2\text{m}$) identified within the predetermined polygons. The Contractor must ensure there are no gaps in the elevation data obtained through the RTK/ RTN surveys and the bathymetric surveys, and survey transects must have multiple crossings (see example within Section 6.1). As such, the Contractor must have access and experience using the equipment described in Section 3.5.1.

The collected depth data will be quality controlled (see 3.5 Additional Technical Information), presented in the same datum as the RTK/ RTN data, and incorporated in the same database (see 4.0 Deliverables).

3.4 Timing of Surveys

The topographic and bathymetric surveys detailed above should be undertaken in the spring of 2018, after the ice-out date, and are expected to take three to four weeks. At this time, the Contractor will be able to traverse each wetland site more efficiently than one would later in the growing season when the amount of plant biomass has increased substantially. In order to obtain accurate data on substrate elevation, the Contractor must perform the bathymetric surveys before SAV emergence. Initiating the surveys early in the spring will also minimize any negative effects on breeding marsh-nesting migratory birds.

3.5 Additional Technical Information:

3.5.1 Equipment:

No equipment will be supplied by ECCC. The Contractor must have access to and experience using survey-grade Global Navigation Satellite System (GNSS) equipment (e.g. Trimble R10 GNSS receiver or equivalent). Portions of the survey area are within available Real-Time Kinematic networks (e.g. [Can-net](#) virtual network service) and should they be used, will require mobile network enabled equipment and access to the specific service. For the bathymetric data collection, the Contractor must have access to a shallow draught vessel(s) and/or unmanned system, as well as access to and experience using equipment for collecting high quality depth data (e.g. dual beam echo-sounder).

3.5.2 Precision and Accuracy:

The Contractor will test the accuracy of the measurements taken and provide information on the accuracy of each point within the final report (see 4.0 Deliverables). Collected RTK/ RTN data (X, Y, and Z) must have an error less than 5 cm, and collected bathymetric data must have an error less than 15 cm. The Contractor will periodically test the accuracy of the echosounder during a survey, particularly in shallow water using an alternative mean (e.g. graduated rod). The bathymetric surveys must contain multiple transect crossings to allow for error estimation.

The Contractor will undertake the appropriate quality assurance and quality control (QA/ QC) steps to remove excessive "noise" from both RTK/ RTN and bathymetry surveys. In order for GPS and/ or GNSS receivers to obtain accurate horizontal and vertical readings, the Contractor must ensure a strong satellite configuration is achieved (e.g. Position of Dilution of Precision, PDOP < 4). Background noise from the surveys is anticipated considering the terrestrial ground-truthing will occur near or within tree canopy cover and aquatic mapping will occur in very shallow water.

When required, benchmarks with an elevation error of less than or equal to 4cm must be established using Precise Point Positioning (PPP) post-processing or RTN techniques using GNSS GPS equipment. If a benchmark is created to conduct the RTK surveys, benchmark establishment data (e.g. PPP input RINEX file and output) must be provided with the final database (see 4.0 Deliverables).

3.5.3 Desired Datum

All collected vertical height, elevation, and relative depth data must be referenced to the Canadian Geodetic Vertical Datum of 2013 (CGVD2013).

4. DELIVERABLES

4.1 Field plan(s) outlining (at a minimum):

- i. The tentative dates each wetland is to be surveyed;
- ii. The number of field personnel deployed and the contact information of the field lead;
- iii. The type of equipment to be utilized to undertake each survey; and,
- iv. Any deviations from the predetermined transects and polygons provided for the RTK/ RTN and bathymetric surveys.

4.2 Confirmation of sites access and proof of required permits.

4.3 Raw and processed position data, and draft database (Microsoft Access v. 2007 or later) containing pre- and post-processed positional data (X, Y, and Z) in the required coordinate system.

4.4 Draft accompanying report describing the survey methodology (including equipment utilized), the database, and information on the accuracy of the data collected.

4.5 Finalized database and accompanying report.

All deliverables are subject to the acceptance and approval of the Technical Authority.

5. PROJECT SCHEDULE

	Task/ Milestone	Expected Date of Completion
5.1	Meeting or teleconference with the Technical Authority to review list of study sites, and to discuss the overall survey approach (field plan) and strategies for securing site access.	One (1) week after Contract Award
5.2	Develop and submit field plan to the Technical Authority for review, comments, and approval.	Two (2) weeks after Contract Award
5.3	Secure access to all sites and provide proof of required permits.	Two (2) weeks after Contract Award
5.4	Share collected positional data from the first site surveyed with the Technical Authority. Data will be provided in the form of a shapefile.	Three and a half (3.5) weeks after Contract Award
5.5	Technical Authority review of positional data collected from the first site surveyed.	Four (4) weeks after Contract Award
5.6	Collect topographic positional data along predetermined surveys transects and within predetermined spatially explicit polygons for bathymetric mapping. Submit all raw data collected as proof of surveys.	Six (6) weeks after Contract Award
5.7	Draft and submit to the Technical Authority a report to accompany the draft database. The report will describe the survey methodology (including equipment utilized), the structure of the database, and provide information on the accuracy of the data collected.	Four (4) months after Contract Award
5.8	Technical Authority review of draft database and accompanying report.	Five (5) months after Contract Award
5.9	Address comments on the draft database, as requested, and re-submit final database to Technical Authority.	December 31 st , 2018

6. CROWN INPUT

ECCC will provide the Contractor:

6.1 Reference Material:

The following materials are included with this RFP:

- Nine (9) site-specific RTK/ RTN survey plans, which would include spatially explicit polygons required to plan each bathymetric survey route.
- One (1) sample bathymetric transect map.

The following materials will be provided after contract award:

- One (1) shapefile defining the boundaries of each Great Lakes coastal wetland to be surveyed.
- One (1) shapefile containing the predetermined survey transects for each site.
- One (1) shapefile containing the spatially explicit polygons required to plan each bathymetric survey.

6.2 Training:

No training will be provided by ECCC staff.

7. ACCEPTANCE CRITERIA

The Departmental Representative will accept work on behalf of the Crown.

8. DEPARTMENTAL REPRESENTATIVE

Will be identified at contract award.

Figure 3. Map illustrating the locations of topographic survey transects and general bathymetric survey extent for Baie Du Doré.



Figure 4. Map illustrating the locations of topographic survey transects and general bathymetric survey extent for Collingwood Shores.

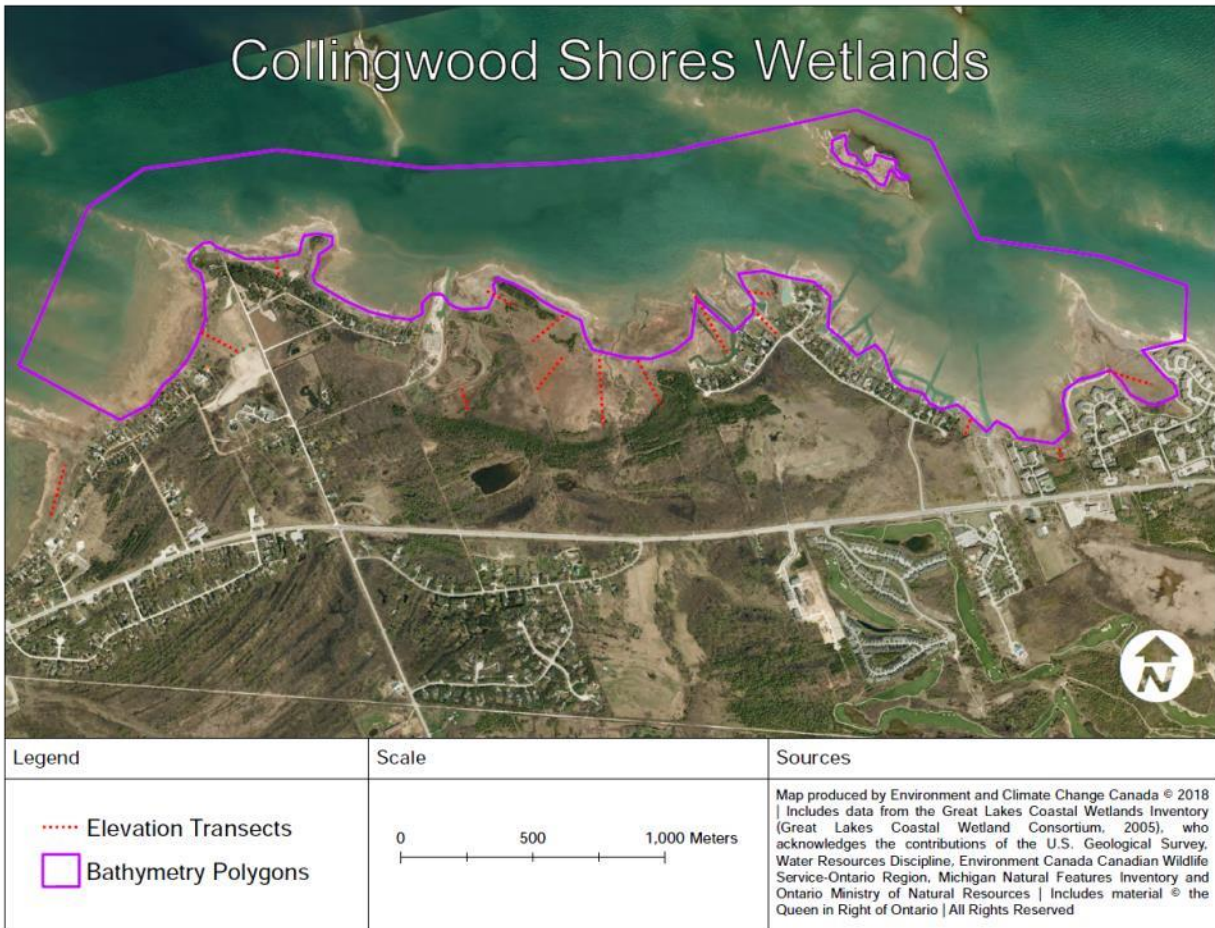


Figure 5. Map illustrating the locations of topographic survey transects and general bathymetric survey extent for Hay Bay Wetland.

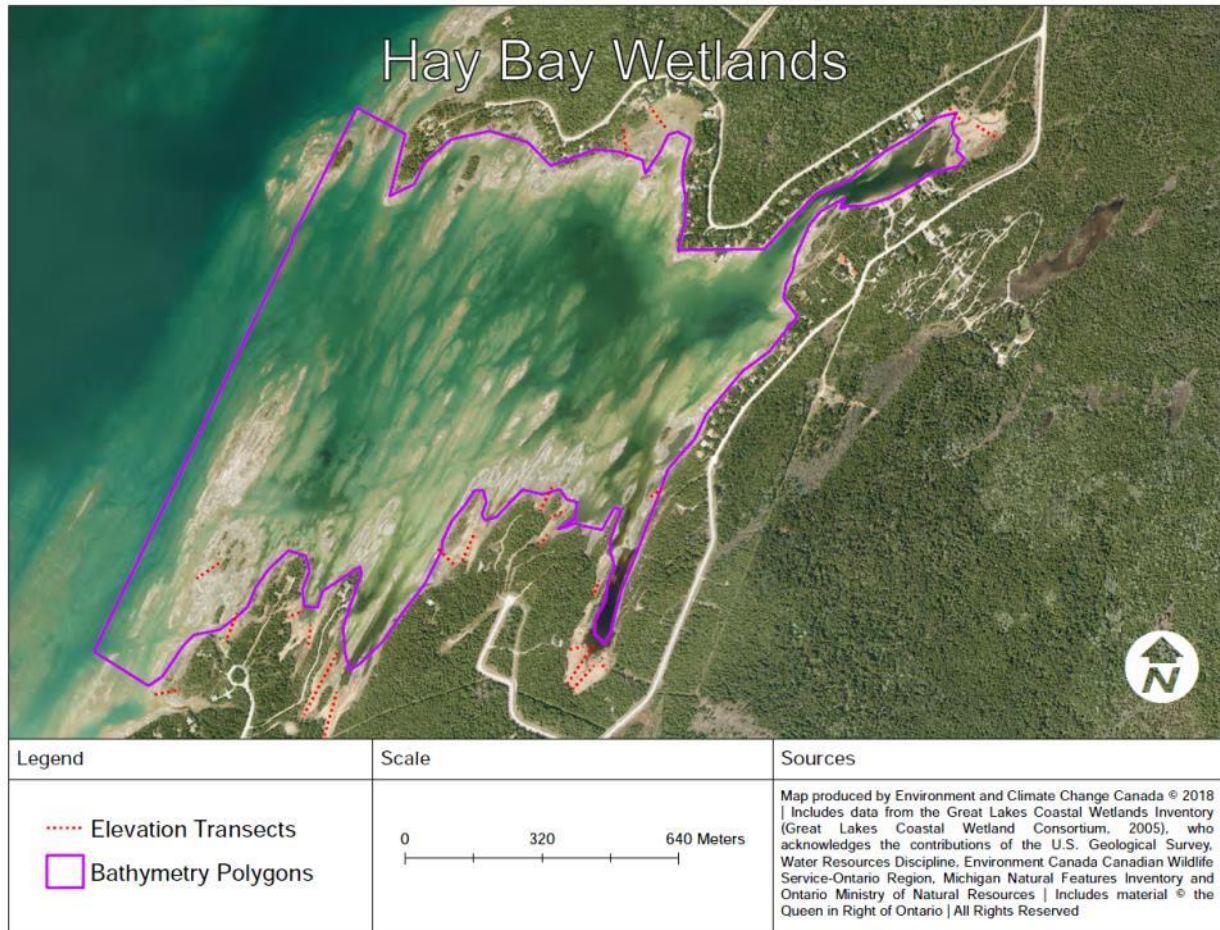


Figure 6. Map illustrating the locations of topographic survey transects and general bathymetric survey extent for Hog Bay.

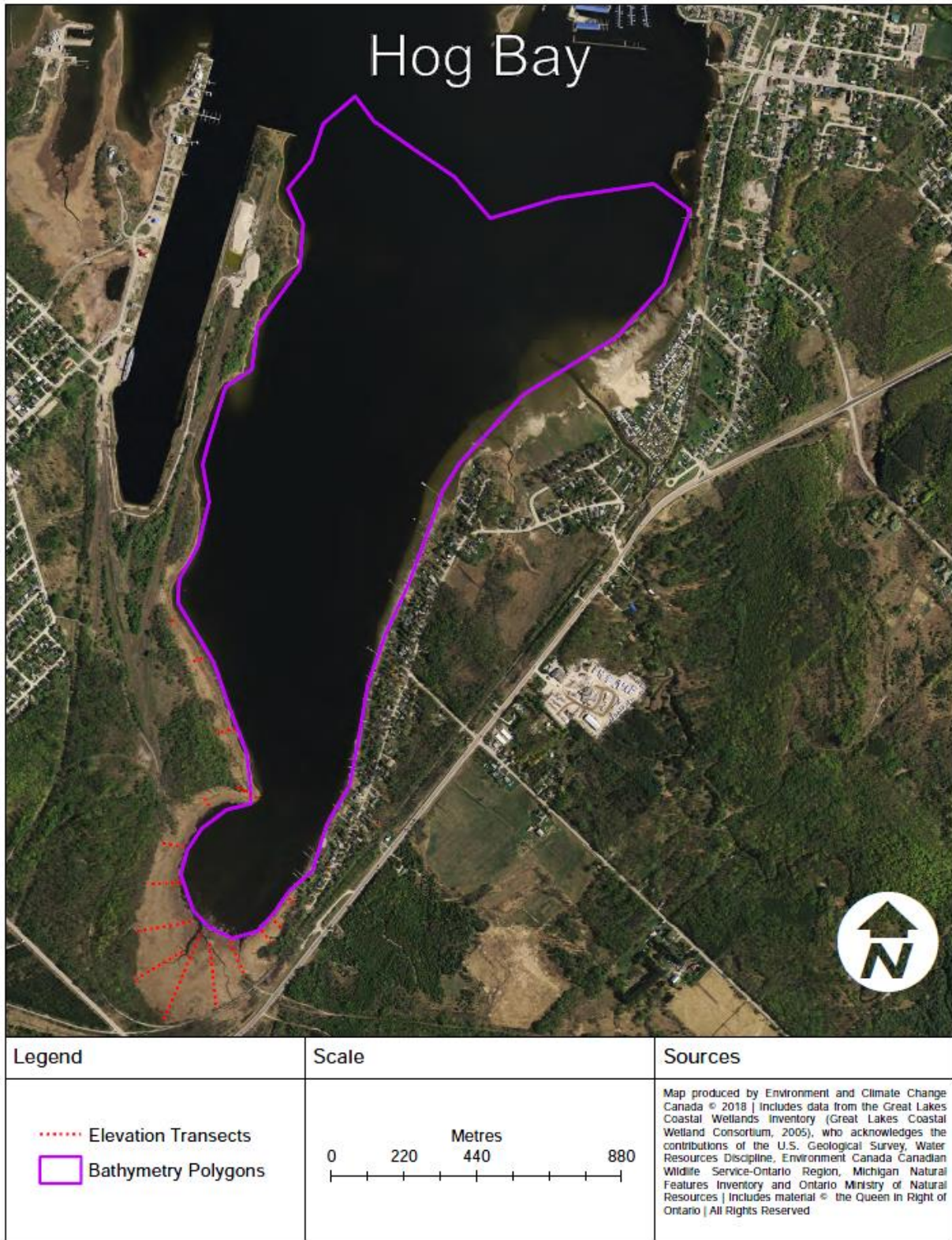


Figure 7. Map illustrating the locations of topographic survey transects and general bathymetric survey extent for Key River Wetland.

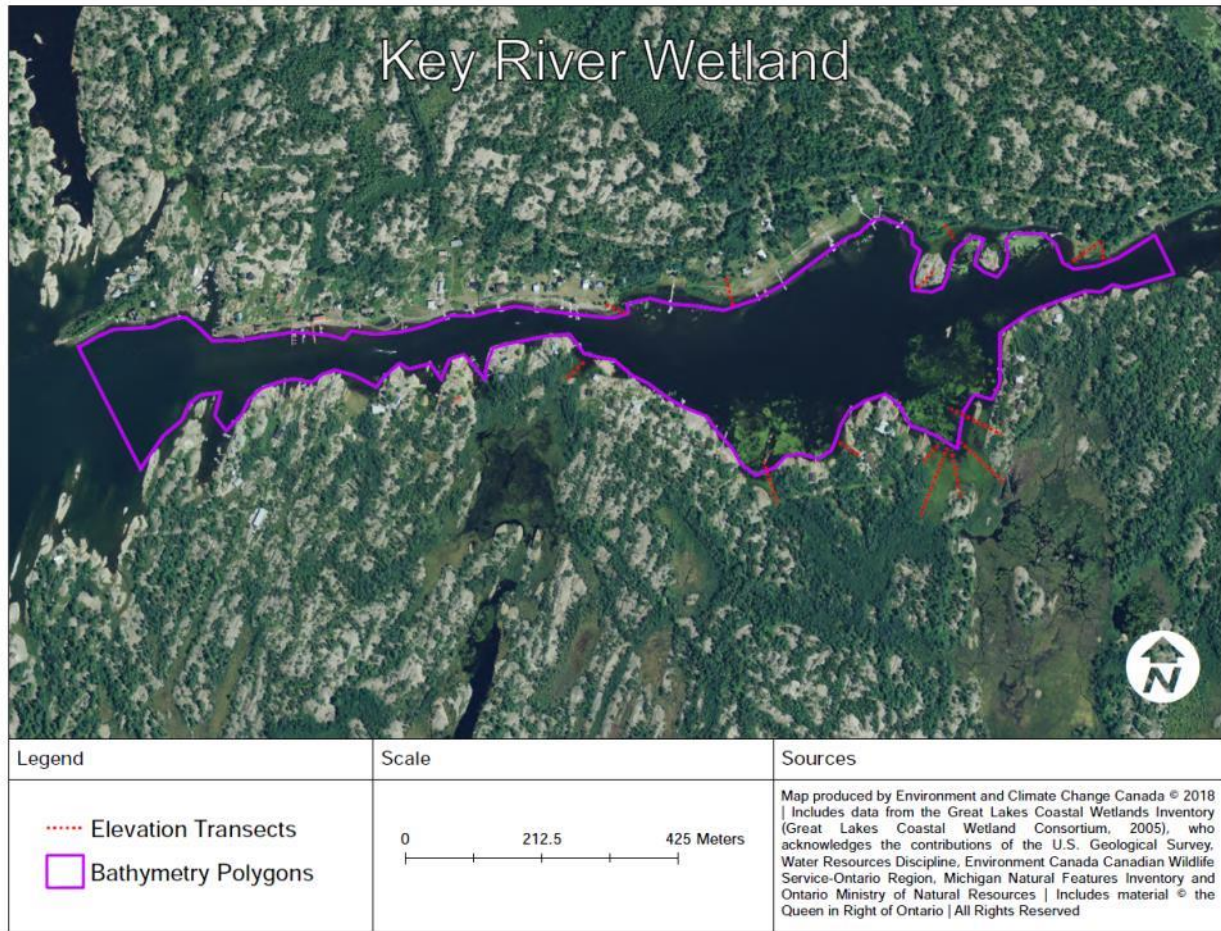


Figure 8. Map illustrating the locations of topographic survey transects and general bathymetric survey extent for Treasure Bay.



Figure 9. Map illustrating the locations of topographic survey transects and general bathymetric survey extent for Anderson Creek.

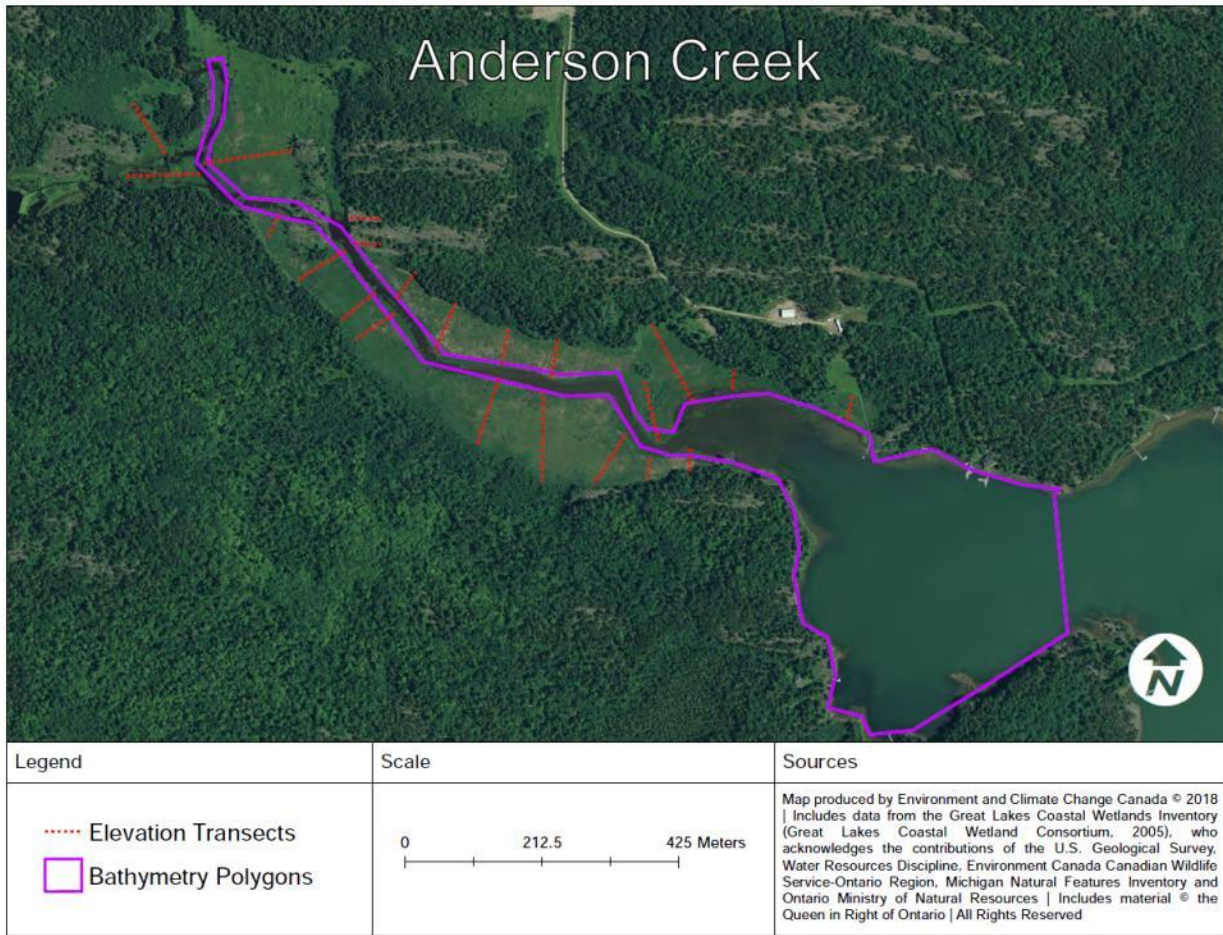


Figure 10. Map illustrating the locations of topographic survey transects and general bathymetric survey extent for Hurkett Cove.

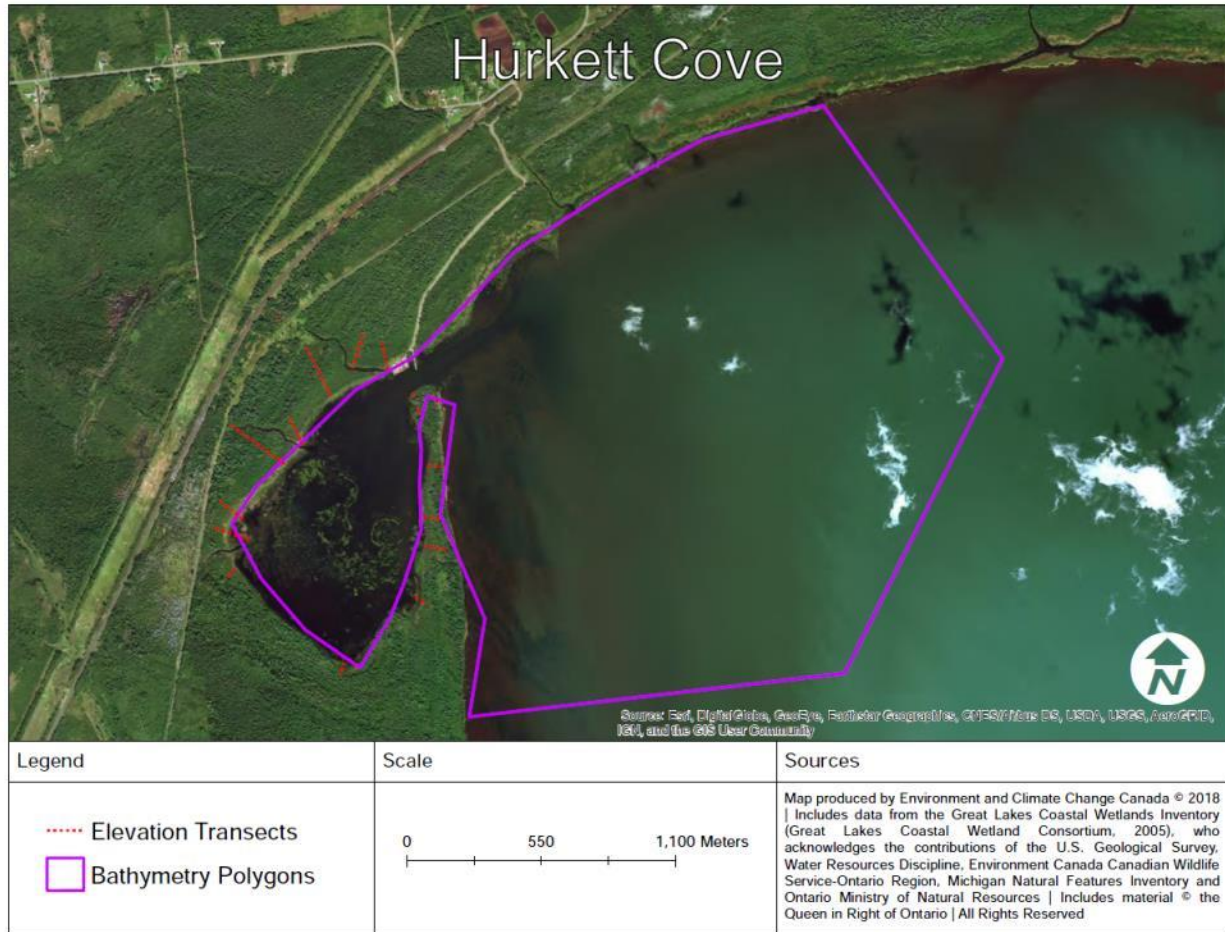
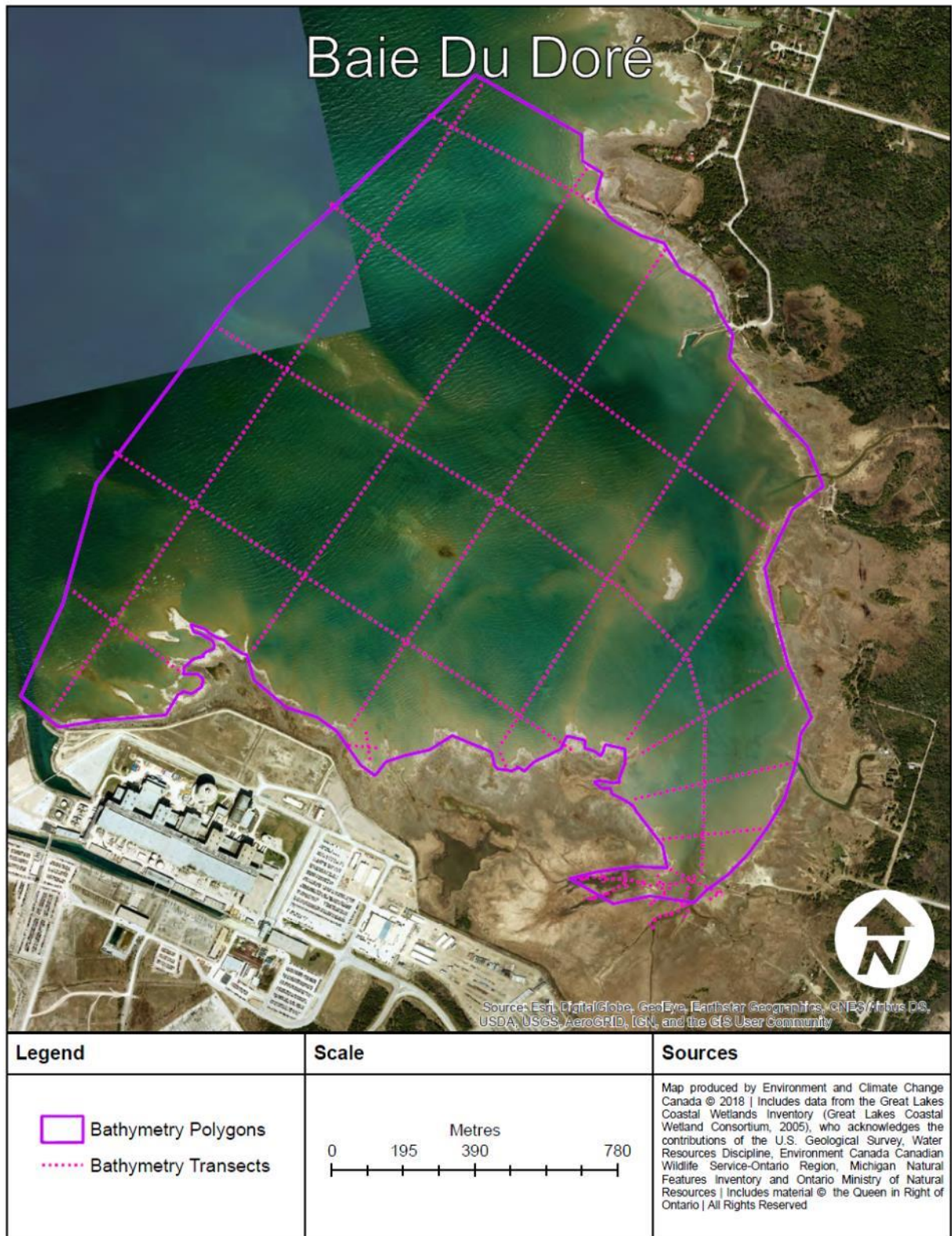


Figure 11. Map illustrating the locations of topographic survey transects and general bathymetric survey extent for Mission Marsh.



Legend	Scale	Sources
<p>..... Elevation Transects</p> <p>□ Bathymetry Polygons</p>	<p>Metres</p> <p>0 110 220 440</p>	<p>Map produced by Environment and Climate Change Canada © 2018 Includes data from the Great Lakes Coastal Wetlands Inventory (Great Lakes Coastal Wetland Consortium, 2005), who acknowledges the contributions of the U.S. Geological Survey, Water Resources Discipline, Environment Canada Canadian Wildlife Service-Ontario Region, Michigan Natural Features Inventory and Ontario Ministry of Natural Resources Includes material © the Queen in Right of Ontario All Rights Reserved</p>

Figure 12. Map illustrating example bathymetric survey vessel transects for Baie Due Doré.



ANNEX B

BASIS OF PAYMENT/FINANCIAL BID EVALUATION SHEET

For the Work described in Annex A – Statement of Work, this basis of payment applies:

BASIS OF PAYMENT AND INVOICING INSTRUCTIONS

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work in accordance with the rates outlined in the Contractor's Bid dated _____, 2018 as follows:

Activity	Calculation	Extended Amount
TOTAL		

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone	Description or « Deliverable »	Firm Amount	Due Date or « Delivery Date »
1. Site access secured	Secure access to all sites and provide proof of required permits	20% of awarded contract	
2. First survey completed	Submission and review of positional data collected for the first site surveyed	15% of awarded contract	
3. Raw dataset submitted	Submission of all raw survey data collected.	30% of awarded contract	
4. Draft data and report	Submission and review of draft database and report	20% of awarded contract	
5. Final data and report	Submission and review of final database and report	15% of awarded contract	

In the event that additional goods or services beyond the scope identified is requested by the Departmental Representative(s), this will be agreed upon in advance and will be completed in accordance with above rates, subject to approval by the Departmental Representative(s).

Invoice(s) must clearly show the inclusive period of work covered, the invoice number (i.e. Invoice #1), a breakdown of the deliverables received and the rate, address where payment will be sent to, business number, with the electronic data as support document, as applicable.

Charges will be accepted as the work proceeds but in no event shall the total cost exceed \$_____.00 (GST extra, if applicable) without prior approval from the Contracting Authority.

Method of Payment

The Contractor shall be paid following the submission of invoice(s) and upon acceptance by the Departmental Representative for the services rendered/deliverable received and in accordance with the terms described herein.

Limitation of Expenditure

- a) Canada's total liability to the Contractor under the Contract must not exceed the amount shown above including all Customs duties and applicable taxes.

- 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.
- 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.

ANNEX C

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.

Signature: _____ 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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- 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 D
INTEGRITY REGIME

Bidder must complete the attached List of Names for Integrity Verification Form.

Environnement et Changement climatique Canada a adopté le régime d'intégrité développé et mis en place par Services publics et Approvisionnement Canada. Les fournisseurs acceptent, en soumettant une proposition, de se conformer aux dispositions du régime d'intégrité et la [Politique d'inadmissibilité et de suspension](#) ainsi que le [Code de conduite pour l'approvisionnement](#). / Environment and Climate Change Canada has endorsed the Integrity Regime developed and implemented by Public Services and Procurement Canada. By submitting a quote, Contractors agree to comply with the provisions of the Integrity Regime and [Ineligibility and Suspension Policy](#) as well as the [Code of Conduct for Procurement](#).

Selon la [Politique d'inadmissibilité et de suspension](#) de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché.¹ / In accordance with the PWGSC (now PSPC) [Ineligibility and Suspension Policy](#), the following information is to be provided when bidding or contracting.¹

* Informations obligatoires / Mandatory Information

*Dénomination complète de l'entreprise / Complete Legal Name of Company		
*Nom commercial / Operating Name		
*Adresse de l'entreprise / Company's address	*Type d'entreprise / Type of Ownership	
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture	
*Membres du conseil d'administration² / Board of Directors² (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)		
Prénom / First name	Nom / Last Name	Position (si applicable) / Position (if applicable)

1 Liste des noms : Tous les fournisseurs, peu importe leur situation au titre de la Politique, doivent présenter les renseignements ci-dessous au moment de prendre part à un processus d'approvisionnement:

- les fournisseurs constitués en personne morale, y compris ceux qui présentent une soumission à titre de coentreprise, doivent fournir la liste complète des noms de tous les administrateurs actuels ou, dans le cas d'une entreprise privée, des propriétaires de la société;
- les fournisseurs soumissionnant à titre d'entreprise à propriétaire unique, y compris ceux soumissionnant en tant que coentreprise, doivent fournir la liste complète des noms de tous les propriétaires;
- les fournisseurs soumissionnant à titre de société en nom collectif n'ont pas à soumettre une liste de noms.

List of names: All suppliers, regardless of their status under the Policy, must submit the following information when participating in a procurement process:

- suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- suppliers that are a partnership do not need to provide a list of names.

2 Conseil des gouverneurs / Board of Governors; Conseil de direction / Board of Managers; Conseil de régents / Board of Regents; Conseil de fiducie / Board of Trustees; Comité de réception / Board of Visitors

ANNEX E

FORMER PUBLIC SERVANT – COMPETITIVE BID FORM

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

Definitions

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

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

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

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

Former Public Servant in Receipt of a Pension

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

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

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

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

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

Yes () No ()

If so, the Bidder must provide the following information:

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

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

Name and Signature

Date