Environnement et Changement climatique Canada

	Title Great Lakes Coastal Wetland Vegetation Data Collection (North)			
	EC Bid Solicitation No. /SAP No. 5000038560			
RETURN BIDS TO:	Date of Bid solicitation (YYYY-MM-DD) 2018-06-22			
Bid Receiving - Environment Canada	Bid Solicitation Closes (YEAR-MM-DD)	Time Zone		
melanie.desjardins4@canada.ca	2018-08-01 at 2:00 P.M.	EDT		
	Destination			
	Address Enquiries to Mélanie Desjardins			
	Email melanie.desjardins4@canada.ca	Fax No. n/a		
	<b>Delivery Required (YEAR-MM-DD)</b> December 31 <sup>st</sup> , 2018			
	Canadian Wildlife Service – Ontario Environment and Climate Change Canada 4905 Dufferin Street, Toronto, Ontario, M3H 5T4			
BID SOLICITATION				
PROPOSAL TO: ENVIRONMENT CANADA				
We offer to perform or provide to Canada the services detailed in the				
document including any attachments and annexes, in accordance with the	Security There is no security requirement			
terms and conditions set out or referred to in the document, at the price(s) provided.	Vendor/Firm Name and Address			
	Telephone No.	Fax No.		
	Name and title of person authori Vendor/Firm: (type or print)	zed to sign on behalf of		
	Signature	Date		

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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;

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- 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;
- Part 6 Security and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 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 Security Requirements Checklist, the Federal Contractors Program for Employment Equity - Certification, Insurance Requirements, the Integrity Regime Form, the Work Experience Template the Letter of Availability and Willingness to perform the Work, and the Former Public Servant – Competitive Bid Form.

# 2. Summary

2.1 Environment and Climate Change Canada has a requirement to collect species-level information for vegetation in sample plots that will cover the full range of coastal wetland vegetation from open water to upland. At those same locations, topographic survey data will need to be collected to reference vegetation data to elevation. Light attenuation measurements must also be conducted in the near-shore area of each target coastal wetland.

The period of the contract is from date of award and to be completed on or before December 31, 2018 plus one (1) year option allowing Canada to extend the term of the contract. The option year will be dependent on funding appropriation in the year in which the option is to be exercised.

2.2 There is no security requirement associated with this requirement.

Note that on February 1, 2017, Public Services and Procurement Canada (PSPC) implemented the new mandatory criminal record check process, which requires electronic fingerprinting. Learn when mandatory electronic fingerprints are required and why the Contract Security Program implemented this change.

https://www.tpsgc-pwgsc.gc.ca/esc-src/personnel/empreintes-obligatoire-mandatory-fingerprints-eng.html

- 2.3 Bidders must provide a list of names as per Annex F, 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 The requirement is not subject to the provisions of the North American Free Trade Agreement (NAFTA).

- 2.6 There is a Federal Contractors Program (FCP) for employment equity requirement associated with this procurement; see Part 5 Certifications, Part 7 Resulting Contract Clauses and the annex named Federal Contractors Program for Employment Equity Certification.
- 2.7 The requirement is not subject to the Comprehensive Land Claims Agreement(s) (CLCAs).

# 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.

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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.

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#### 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:

- 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

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where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

# 5. Applicable Laws

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

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

#### 6. Basis for Canada's Ownership of Intellectual Property

Environment 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 1 electronic copy in PDF format

Section II: Financial Bid 1 electronic copy in PDF format

Section III: Certifications 1 electronic copy in PDF format

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.

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# 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.

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- 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.



#### 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 Technical Evaluation

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

#### 1.1.1 Mandatory Technical 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.

Mandatory Technical Criteria are included in Attachment 1 to Part 4.

#### 1.1.2 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 65% must be obtained for the proposal to be considered responsive.

Point Rated Technical Criteria is included in Attachment 1 to Part 4.

# 1.2 Financial Evaluation

# 1.2.1 Mandatory Financial Criteria

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

#### Initial contract

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed		
	\$80,000 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 Canada to pay such		
	an amount.		



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# Option year 1

Number	Criterion	Met/Not Met	Page Number
MF1	The maximum budget allocated for this project must not exceed		
	\$80,000 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 Canada to pay such		
	an amount.		

# 2. Technical Evaluation Criteria

Proposed resources may be employees of the Bidder or employees of a subcontractor, or these individuals may be independent contractors to whom the Bidder would subcontract a portion of the Work

For bid evaluation criteria where the experience of proposed resources is provided, Bidders are advised that the duration of any overlapping time period will be counted only once toward any requirements that relate to the individual's length of experience. For example: Project 1 time frame is July 2001 to December 2001; Project 2 times frame is October 2001 to January 2002; the total months of experience for these two projects references is seven (7) months.

It is the Bidder's responsibility to ensure that a sufficient level of information is included in the proposal to allow the evaluation team to make an accurate assessment of the bid.

## 2.1 Mandatory Technical Evaluation Criteria:

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation that is identified specifically with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be considered non-compliant.

# 2.1.1 Mandatory Technical Criteria

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

Mandatory Technical Criteria				
Evaluation Criteria	Indicate	Cross		
	Yes/No	Reference		
		to Proposal		
M1: The Bidder must demonstrate in its proposal that it has successfully carried out wetland vegetation surveys within the last 10 years in the temperate zone of North America. To be considered, the surveys must have involved field identification of wetland vegetation to species or guild.				
M2: The Bidder must demonstrate in its proposal that it has successfully carried out a topographic data collection project within the last 10 years. To be considered, the project must include collecting high accuracy topographic data using survey grade positioning equipment in natural environments.				

the surveys.

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#### 2.2 Point-Rated Technical Evaluation Criteria:

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly.

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For the bid to be valid, the Bidder must obtain a minimum pass mark of 55 points score within the technical evaluation based on the following grid. Bids that obtain less than 55 points will be considered non-responsive.

considered non-responsive.  Point Rated Technical Criteria					
Evaluation Criteria	Maximum Score	Score	Cross Reference to Proposal		
Expertise of the Bidder, with brief CV provided					
R1: Bidder's scope of corporate experience related to topographic surveys using high accuracy positioning equipment.  • >6 years (10 pts); 3-6 years (5 pts), <3 years (2.5 pts), not demonstrated based on CV (0 pts).	10				
<ul> <li>R2: Bidder's scope of corporate experience related to North American temperate wetland vegetation taxonomy surveys.</li> <li>&gt;6 years (10 pts); 3-6 years (5 pts), &lt;3 years (2.5 pts), not demonstrated based on CV (0 pts).</li> </ul>	10				
<ul> <li>R3: Bidder's scope of corporate experience in measuring / estimating light attenuation in the water column using field equipment (e.g., Secchi disc or spherical quantum submersible light sensor).</li> <li>Two or more projects within the last 5 years provided (5 pts); one project provided (2.5 pts), none provided (no projects; 0 pts).</li> </ul>	5				
	25				
Sub-total:					
Experience of the Proposed Team Members					
<b>R4</b> : The proposed team members assigned to do the work, with brief CVs provided, collectively demonstrate experience in:					
<ul> <li>a) Collecting high-accuracy positioning data using survey grade equipment</li> <li>More than one individual of the project team has experience (5 pts), one individual of the project team has experience (2.5 pts), none provided or not acceptable (0 pts).</li> </ul>	5				
<ul> <li>b) Manipulating or assessing accuracy of high-accuracy positioning data</li> <li>More than one individual of the project team has experience (5 pts), one individual of the project team has experience (2.5 pts), none provided or not acceptable (0 pts).</li> </ul>	5				
<ul> <li>c) Identifying and quantifying areal coverage of vascular taxa, Characeae, and Ricciaceae found within the vegetation guilds detailed in Annex A – Section 3.2.</li> <li>• More than one individual of the project team has experience (10 pts), one individual of the project team has experience (5 pts), none provided or not acceptable (0 pts).</li> </ul>	10				



d) Performing quality assurance and control processes on data for		
vegetation areal extent assessments using small (e.g., 1m x 1m)	10	
<ul><li>quadrat frames.</li><li>More than one individual of the project team has experience</li></ul>	10	
(10 pts), one individual of the project team has experience (5		
pts), none provided or not acceptable (0 pts).		
( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )		
Sub-total:	30	
Experience of the Proposed Team members specifically working in the Laurentian Great Lakes Basin and in wetlands		
the Laurentian Great Lakes Dasin and in Wetlands		
R5: The proposed team members collectively demonstrate experience in	10	
conducting vegetation and positional surveys and familiarity in working in		
wetland environments.		
More than one individual on the project team has experience  and unting tenaggers his or regetation guryous in westlands.		
conducting topographic, or vegetation surveys in wetlands (10pts),		
One individual on the project team has experience conducting		
topographic, or vegetation surveys in wetlands (7.5pts),		
At least one individual on the project team has experience		
conducting any surveys in wetlands (not necessarily topographic,		
or vegetation) (5pts),		
At least one individual on the project team has experience		
working in non-traditional surveying environments (2.5 pts),		
<ul> <li>None provided or not acceptable (0 pts).</li> </ul>		
R6: The proposed team members collectively demonstrate experience in		
conducting vegetation and positional surveys and familiarity in working in	10	
the Great Lakes region.		
More than one individual on the project team has experience		
conducting topographic, or vegetation surveys in the Great Lakes		
<ul><li>(10pts),</li><li>One individual on the project team has experience conducting</li></ul>		
topographic, or vegetation surveys in the Great Lakes (7.5pts),		
At least one individual on the project team has experience		
conducting any surveys in the Great Lakes (not necessarily		
topographic, or vegetation (5pts),		
<ul> <li>At least one individual on the project team has experience</li> </ul>		
working in non-traditional surveying environments (2.5 pts),		
None provided or not acceptable (0 pts).     Sub-total:		
Sub-total.		
	20	
Work Plan and Methodology	20	
<b>3,</b>		
R7: Detail and completeness of the Work Plan		
<ul> <li>The approach is logical, well-defined and detailed. The</li> </ul>	10	
proposal clearly identifies methods, the milestones, timelines		
<ul><li>and deliverables (10 pts),</li><li>The approach is logical and defined. The proposal identifies</li></ul>		
the methods, milestones, timelines, and deliverables (5 pts),		
<ul> <li>The proposal does not identify all the methods, milestones,</li> </ul>		
timelines, and deliverables (0 pts).		
Sub-total:	10	

TOTAL SCORE   0	O.F.	
I I I I I I I I I I I I I I I I I I I	00	

An overall minimum score of 65% or 55/85 is required for the technical rated criteria.

### 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.

The Total Bid Price for Evaluation will be established as per Annex B – Basis of Payment/ Financial Bid Evaluation Sheet. Bidders must complete all cells within Annex B in order for their bid to be deemed responsive. Note: a cell cannot remain blank. If an amount of \$0.00 or NIL is provided in the Bid for a portion of the Work, the Bidder must understand that all related work must be performed for the dollar value indicated in the Bid (i.e. \$0).

The financial bid will be the total combined costs of all columns listed in Annex B – Basis of Payment - Table 1.1.

Failure to complete Annex B – Financial Bid Evaluation Sheet and Basis of Payment, as per the instructions above, will render the bid non-responsive.

#### 4. Basis of Selection

# Highest Combined Technical Value (70%) and Price (30%) Rating

- (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
  - (iii) obtain the required minimum of 55 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 85 points;
- (b) Bids not meeting (i) or (ii) or (iii) will be declared non-responsive.
- (c) 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.
- (d) 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.
- (e) 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%.
- (f) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
- (g) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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(h) Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be awarded the contract. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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 equals 100 and the lowest evaluated price in this example is \$140,000 (140).

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

<u>Bidder</u>	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	80/85	60/85	70/85
Bid Evaluated Price	\$160,000	\$150,000	\$140,000
<u>Calculations</u>			
Technical Merit Score	80/85 x 70 = 65.88	60/85 x 70 = 49.41	70/85 x 70 = 57.64
Pricing Score	140/160 x 30 = 26.25	140/150 x 30 = 28.00	140/140 x 30 = 30.00
Combined Rating	92.13	77.41	87.64
Overall Rating	1 <sup>st</sup>	3 <sup>rd</sup>	2 <sup>nd</sup>



#### **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 – F.

# 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 – I.

# 2. Additional Certifications Required Precedent to Contract Award

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

# 2.1 Education and Experience

SACC Manual Clause A3010T (2010-08-16) Education and Experience



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#### PART 6 - SECURITY AND OTHER REQUIREMENTS

# 1. Security Requirement

There is no security requirement for this contract.

# 2. Insurance Requirements

# PWGSC SACC Manual clause G1007T (2016-01-28) Insurance – Proof of Availability Prior to Contract Award

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D, Insurance Requirements.

The Bidder is not required to purchase the insurance until in receipt of Notification of Contract award through a letter of intent.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **PART 7 - RESULTING CONTRACT**

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

#### 1. Statement of Work

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

1.1 The Contractor grants to Canada the irrevocable option to acquire services described at Annex "A" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor. The exercise of the option to extend will be dependent on the availability of funding.

#### 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"



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"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

Not applicable.

#### 4. Term of Contract

#### 4.1 Period of the Contract

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

The period of the Contract is from date of Contract to December 31 2018 inclusive.

# 4.2 Option to Extend the Contract

#### A9009C (2008-12-12) Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) year period under the same conditions. 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 Annex B - Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days 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 contract amendment.

#### 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

# 7.1.1 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. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a) when it is 75 percent committed, or
  - b) four (4) months before the contract expiry date, or
  - c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

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



H1001C (2008-05-12) Multiple payments

#### 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.

The Contractor shall invoice at the completion of deliverables, as described in the Basis of Payment at Annex B. The Contractor's invoices shall contain the following information:

- a) The Contract Number:
- b) Total Contract Value (excluding HST);
- c) Brief description of work completed, as reflected by that invoice;
- d) Date of work performed/completed per 6 specimen;
- e) Total invoice cost (excluding HST);
- 8.1.1 The Contractor must submit invoices monthly in accordance with the section entitled "Invoice Submission" of the General Conditions.
- 8.1.2 Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.
- (d) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

# 8.2 Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown in, 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

**Canadä** 

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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 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) 2035 General Conditions Higher Complexity Services (2016-04-04) as modified:
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Federal Contractors Program for Employment Equity Certification;
- (g) Annex E, Insurance Requirements;
- (h) Annex 'F', Supplier list of names;
- (i) Annex 'G' Work Experience Template;
- (j) Annex 'H' Letter of Availability and Willingness to perform the Work;
- (k) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ or as amended on \_\_\_\_\_.

# 12. Government Site Regulations

A9068C (2010-01-11) Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

#### 13. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex 'E'. 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.

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

# 14. Shipment of Hazardous Goods

# PWGSC SACC Manual clause B1505C (2016-01-28) Shipment of Hazardous Materials

The Contractor must label and ship dangerous goods/hazardous products falling within the <u>Transportation of Dangerous Goods Act</u>, 1992, c.34 and the <u>Hazardous Products Act</u>, R.S.C. 1985, c. H-3 and their regulation(s) in accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

#### Annex A Statement of work

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#### 1. Background:

As part of the Government of Canada's <u>Great Lakes Protection Initiative (GLPI)</u>, Environment and Climate Change Canada (ECCC) will be assessing the vulnerability of Laurentian Great Lakes (herein 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 possible. Great Lakes coastal wetlands are known to provide ideal habitats for fostering biodiversity. As the primary federal body responsible for implementing ECCC's mandate for biodiversity conservation, the Canadian Wildlife Service (CWS) has a vested interest in determining how climate change will impact the function of Great Lakes coastal wetlands.

Modelling the response of coastal wetland vegetation communities to climate change is an effective method for predicting vulnerability and requires collecting detailed information on vegetation coverage referenced to elevation. CWS has experience monitoring vegetation at discrete elevations in Lake Ontario coastal wetlands, but not in sites throughout the entire Great Lakes basin, nor to the extent required for this initiative. Within coastal wetlands of each Canadian Great Lake, it will be necessary to collect species-level information in sample plots that will cover the full range of coastal wetland vegetation from open water to upland. At those same locations, topographic survey data will need to be collected to reference vegetation data to elevation, water levels, and other geospatial products. Light attenuation measurements must also be conducted in the near-shore area of each target coastal wetland.

#### 2. Objective:

ECCC requires the two-time collection and delivery of the following raw and processed data from nine (9) coastal wetlands throughout the Canadian side of the northern Great Lakes basin:

- (i) Total vegetative coverage;
- (ii) Coverage of each individual plant species;
- (iii) Location and elevation (X,Y, and Z coordinates); and,
- (iv) Light attenuation coefficients in the near-shore area.

These data will be collected during the summer of 2018 and delivered by the end of the calendar year. In 2019, the study will be replicated under the same schedule (see Section 5 – Scheduling/ Milestones).

# 3. Scope of 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. Marys River) and Figure 2 illustrates the locations for all sites in Lake Superior.

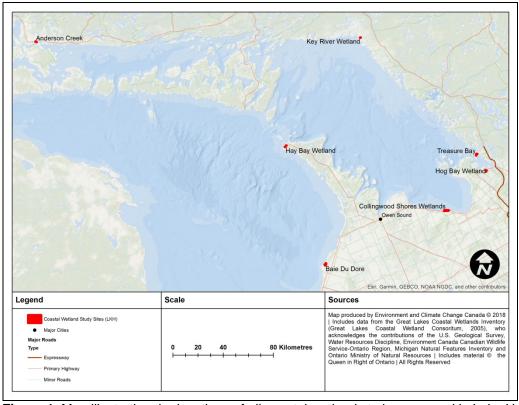
ECCC will begin contacting landowners once this Request for Proposal (RFP) has been posted and ECCC will initiate any site access and permitting processes; however, it will be the responsibility of the Contractor to secure/finalize all permissions and required permits (see 4.0 Deliverables). The longitude 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.

**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 and Private
	Collingwood Shores Wetlands	-80.280279	44.524246	Private



	Hay Bay Wetland	-81.694160	45.236438	Parks Canada and Private
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. Marys	Anderson Creek	-83.968344	46.331187	Private
River				
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.

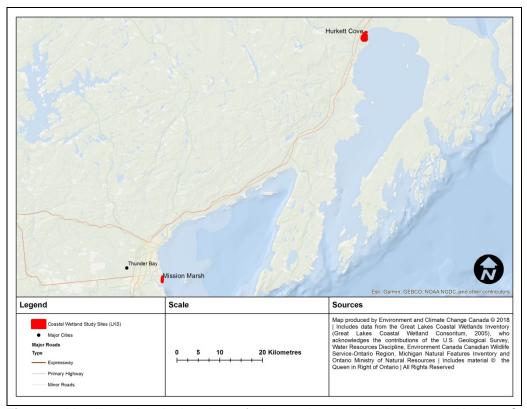


Figure 2. Map illustrating the locations of all coastal wetlands to be surveyed in Lake Superior.

# 3.2 Vegetation Surveys:

At each wetland, vegetation surveys will be conducted at a total of one hundred and fifty (150) locations (or sample points) along fifteen (15) transects pre-determined by ECCC. Additional transects have been added on a site-by-site basis, especially where transects are very short, but no more than 20 transects will be surveyed per site. Sample points will be collected by foot in an effort to minimize disturbances to wetland flora or fauna. Sample points will be distributed uniformly across each transect (generally 10 sample points per transect). For site-specific vegetation survey plans, please see Reference Materials (Section 6.1).

The following vegetation guilds may be encountered and sampled along survey transects:

- 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, sweetgale, willow); and,
- Treed swamp (TS; e.g., ash, maple, cedar).

At each sample, a 1.0m x 0.5m quadrat will be placed, with the long edge perpendicular to the elevation gradient. In each quadrat, the total areal percent cover for all vascular taxa, Characeae, and Ricciaceae will be estimated (e.g. vegetated vs. non-vegetated), as well as the percent cover of each individual species. Genus-level data should only be recorded for taxa difficult to identify to species (e.g. sterile Carices, Characeae). Percent cover of each species within each quadrat will be estimated to the nearest whole number up to 5% and then as increments of 5%. Cumulative percent cover of all taxa within a quadrat could exceed 100% due to vertical stratification of vegetation within the two dimensional sampling plane of the quadrat. In instances where previous year's senesced growth has created an extensive mat within the sample location, the percent cover of dead senesced material will be recorded as a species as described above. This occurs in cattail stands where "dead Typha" mats can occur at 100% cover and inhibit diverse and extensive vegetative growth.

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Position and elevation (i.e. X, Y, and Z) data will be logged at each sample using high accuracy topographic survey techniques (e.g. Real-Time Kinematic or Real-Time Network) and equipment (e.g. <u>Trimble R10 GNSS</u>). In more remote areas where cellular Real-Time Network (RTN) positioning services are not available (i.e. Can-net), Post Processing Kinematic (PPK) should be used to establish a base station over at least a 4 hour period or as recommended by the supplier of GPS technology utilized. Wetland survey points can be collected using RTK & Logging procedure to log data points relative to the base station with unknown coordinates, which will later be corrected in post-processing.

The lakeward end of some transects on the surveying plans (Reference Materials; Section 6.1) may be too deep to safely wade and should be surveyed via boat. If sample points at less than 1.2 m depth are too deep (due to unconsolidated sediment), wavy, or turbid to get reliable vegetation coverage estimates, the surveyors shall use a raking apparatus to identify taxa within the quadrat area and estimate coverage based on raked vegetation while still collecting position and elevation data. These instances shall be noted during data entry and flagged as such in the final database. For some transects at some sites, ECCC requires data on SAV taxa presence in deeper zones than the transect spans. These transects are noted on the surveying plans with a capital 'A' for 'additional'. At these transects, the Contractor shall extend the transect lakeward and sample every 10 m along the transect to a depth of 2 m or until five (5) additional sample points have been surveyed. At these additional points, the Contractor shall identify vegetation taxa, but not coverage, through the use of a camera or an alternative sampling technique (e.g. Ponar dredge or raking apparatus). Positional data (X, Y) will continue to be collected and elevation data (Z) are not required, but water depth will be recorded. These additional points shall be noted during data entry and flagged as such in the final database.

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. In these instances, the Contractor will draw upon their understanding of wetland systems to find a transect with a similar distribution of vegetation guilds 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 and to capture species-level information within the desired wetland vegetation guilds. Where vegetation can no longer be surveyed due to topography/ bathymetry (e.g. presence of a steep embankment, urban infrastructure, agriculture), the Contractor shall terminate the survey transect.

The Contractor will collect topographic data at the forest's edge when encountered, according to the predetermined transects. If a transect continues into the tree canopy, the Contractor will attempt to record position data (X,Y and Z) at quadrat sampling locations until the transect has terminated or at a maximum distance of 50m from the forest's edge (whichever is encountered first). If dense canopy cover no longer permits an accurate measurement, the Contractor will use a lower resolution or an alternative positioning tool (e.g., laser level) to estimate the X, Y position. Position data recorded within the forest must be noted during data entry and flagged as such in the final database. If available, the accuracy of the positional data must also be provided (see Section 3.5.2).

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

#### 3.3 Light Attenuation Measurements

At a minimum, light attenuation coefficients near and off-shore the wetland sites will be estimated through the use of a Secchi disk. In order to assess the penetration of light in the coastal environment, the Contractor will take three (3) to four (4) Secchi depth measurements at locations close to the shoreline, where the water depth is at least 5.0 m or at a distance 200 m off-shore, whichever is encountered first. The locations for measuring Secchi depth will be distributed uniformly across the wetland basin. At each of these sampling sites, positional data (X, Y) and estimated depth will be recorded and referenced to the same benchmark as the one utilized for the vegetation surveys.

Should the Contractor have access to a spherical quantum submersible light sensor (Li-Cor, Lincoln, Nebraska, USA), replicate light readings will be collected to generate mean light recordings at 50-cm intervals from the



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surface to at least 5m in depth. The negative slope of log-transformed light readings against depth will be used to estimate of the light extinction coefficient (EXT). Raw light readings and calculated EXTs will be compiled into a draft database (see 4.0 Deliverables).

# 3.4 Timing and Location of Surveys

The vegetation surveys detailed above will be undertaken in the summer of 2018 and replicated again in the summer 2019. In 2019, surveying transects will be the same length and displaced 3-5 metres away but parallel to the original transect to minimize disturbance or sampling artefacts due to disturbance associated with surveying the same transect. The surveys must be completed between late July and early September when plant growth has peaked and before fall senescence has commenced. The field component of the surveys is expected to take three to four weeks each year. Initiating the surveys late in the summer will also minimize any negative effects on brooding marsh birds and egg-laying herptiles.

#### 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. <u>Can-net</u> virtual network service) and should they be used, will require mobile network enabled equipment and access to the specific service. For the light attenuation measurements and the sampling of the submerged vegetation, the Contractor must have access to a shallow draught vessel(s).

# 3.5.2 Precision and Accuracy:

The Contractor will calibrate percent cover estimates for vegetation among surveyors to minimize sampling error. The Contractor will also 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 topographic data (X, Y, and Z) should have an error less than 5 cm.

The Contractor will undertake the appropriate quality assurance and quality control (QA/QC) steps to ensure the collected vegetation data is accurate and to remove any grossly inaccurate measurements from RTK/RTN data points. 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.

#### 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).

#### 4.0 Deliverables:

For each year of study,

- 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 vegetation transects.
- 2. Confirmation of sites access and proof of required permits.



- 3. Draft database (Microsoft Access v. 2007 or later) containing vegetation data, and pre- and post-processed topographic survey data (X, Y, and Z) in the required coordinate system.
- 4. Draft accompanying report describing the survey methodology (including equipment utilized), the database, and information on the accuracy of the data collected.
- 5. Finalized database and accompanying report.

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

# 5.0 Scheduling/ Milestones:

# Year 1 (2018)

	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 vegetation and topographic survey 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 vegetation and topographic survey data collected from the first site surveyed.	Four (4) weeks after Contract Award
5.6	Collect vegetation and topographic survey data along predetermined surveys transects. Submit all raw data collected as evidence of sampling.	September 15 <sup>th</sup> , 2018
5.7	Post-process collected positional data to ensure longitudes and latitudes are expressed in decimal degrees and that elevations are expressed relative to CGVD2013. All data (vegetation and positional) shall be compiled into a draft database (Microsoft Access v. 2007 or later), quality controlled, and submitted to the Technical Authority for review.	November 15 <sup>th</sup> , 2018
5.8	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.	November 15 <sup>th</sup> , 2018
5.9	Technical Authority review of draft database and accompanying report.	November 30 <sup>th</sup> , 2018
5.10	Address comments on the draft database, as requested, and re-submit final database to Technical Authority.	December 31 <sup>st</sup> , 2018

# **Option Year 1 (2019)**

Task/ Milestone Expected Date of Completion



Enviro	Environment and Climate Change Canada		Solicitation Number : 5000038560	
5.11	Meeting or teleconference with the Technical Authority to review list of st discuss the overall survey approach (field plan).	udy sites and to	April 30 <sup>th</sup> , 2019	
5.12	Develop and submit field plan to the Technical Authority for review, compapproval.	nents, and	May 31 <sup>st</sup> , 2019	
5.13	Re-secure access to all sites and provide proof of required permits.		June 30 <sup>th</sup> , 2019	
5.14	Collect vegetation and topographic survey data along predetermined sur- Submit all raw data collected as evidence of sampling	veys transects.	September 7 <sup>th</sup> , 2019	
5.15	Post-process collected positional data to ensure longitudes and latitudes decimal degrees and that elevations are expressed relative to CGVD201 (vegetation and positional) shall be compiled into a draft database (Micro 2007 or later), quality controlled, and submitted to the Technical Authority	3. All data soft Access v.	November 15 <sup>th</sup> , 2019	
5.16	Draft and submit to the Technical Authority a report to accompany the drareport will describe the survey methodology (including equipment utilized the database, and provide information on the accuracy of the data collect	l), the structure of	November 15 <sup>th</sup> , 2019	
5.17	Technical Authority review of draft database and accompanying report.		November 30 <sup>th</sup> , 2019	
5.18	Address comments on the draft database, as requested, and re-submit fi Technical Authority.	nal database to	December 31 <sup>st</sup> , 2019	

# 6.0 ECCC Will Provide the Contractor:

#### 6.1 Reference Material:

The following materials are included with this RFP:

Nine (9) site-specific vegetation survey plans for 2018.

The following materials will be provided after contract award:

- Nine (9) site-specific vegetation survey plans for 2019 (same sites), if required
- One (1) shapefile defining the boundaries of each Great Lakes coastal wetland to be surveyed.
- One (1) shapefile containing the predetermined survey transects with number of sample points per transect for 2018 at each site.

# 6.2 Training:

• ECCC will provide guidance/ instructions on how the collected data will be entered into the supplied database.

# Annex B Basis of payment/financial bid evaluation sheet

Solicitation Number: 5000038560

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follows: Customs duties are included. *Taxes excluded*.

Payment will be made upon submission of a detailed invoice indicating that the deliverable has been completed, and upon completion and review of the deliverables, including accompanying digital files and records.

Table 1.1

line	Description/deliverables	total estimated cost		
Pricing Schedule 1 - Firm All Inclusive Prices - The Contractor will be paid the following firm all-inclusive rates for work performed in accordance with the milestones in Statement of Work at Annex A.				
YEAR 1				
	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.			
	5.2 Develop and submit field plan to the Technical Authority for review, comments, and approval.			
1.	5.3 Secure access to all sites and provide proof of required permits.			
	5.4 Share collected vegetation and topographic survey data from the first site surveyed with the Technical Authority. Data will be provided in the form of a shapefile.			
	5.6 Collect vegetation and topographic survey data along predetermined surveys transects. Submit all raw data collected as evidence of sampling.			
2.				
3.	5.7 Post-process collected positional data to ensure longitudes and latitudes are expressed in decimal degrees and that elevations are expressed relative to CGVD2013. All data (vegetation and positional) shall be compiled into a draft database (Microsoft Access v. 2007 or later), quality controlled, and submitted to the Technical Authority for review.			
	5.8 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.			
4.	5.10 Address comments on the draft database, as requested, and re-submit final database to Technical Authority.			
OPTION	YEAR 1			
	5.11 Meeting or teleconference with the Technical Authority to review list of study sites and to discuss the overall survey approach (field plan).			
5.	5.12 Develop and submit field plan to the Technical Authority for review, comments, and approval.			
	5.13 Re-secure access to all sites and provide proof of required permits.			
6.	5.14 Collect vegetation and topographic survey data along predetermined survey transects. Submit all raw data collected as evidence of sampling.			



7.	5.15 Post-process collected positional data to ensure longitudes and latitudes are expressed in decimal degrees and that elevations are expressed relative to CGVD2013. All data (vegetation and positional) shall be compiled into a draft database (Microsoft Access v. 2007 or later), quality controlled, and submitted to the Technical Authority for review.	
	5.16 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.	
8.	5.18 Address comments on the draft database, as requested, and re-submit final database to Technical Authority.	
	SUB TOTAL	
	TAXES	
	TOTAL	

Note: The total contract value shall not exceed the sum of 160,000\$ applicable taxes extra.

# Annex C Federal Contractors Program for employment equity - certification

Solicitation Number: 5000038560

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

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social

Development Canada (ESDC)-Labour's website. \_Date:\_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the Signature: 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** 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 Insurance Requirements

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

 Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.

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- Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- I. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- p. Litigation Rights: Pursuant to subsection 5(d) of the <u>Department of Justice Act</u>, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



### send to:

Senior General Counsel Civil Litigation Section Department of Justice 234 Wellington Street, East Tower Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

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- 2. The Contractor must obtain All Risks Property insurance while the Government Property is under its care, custody or control, and maintain it in force throughout the duration of the Contract, in an amount of not less than \$1,000,000.00. The Government's Property must be insured on a replacement cost (new) basis.
  - Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
  - 2. The All Risks Property insurance policy must include the following:
    - a. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority at least thirty (30) days written notice of policy cancellation.
    - b. Loss Payee: Canada as its interest may appear or as it may direct.
    - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Environment and Climate Change Canada (ECCC) and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

### 3. Automobile Liability Insurance

- 1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
- 2. The policy must include the following:
  - a. Third Party Liability \$2,000,000 Minimum Limit per Accident or Occurrence
  - b. Accident Benefits all jurisdictional statutes
  - c. Uninsured Motorist Protection
  - d. Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of cancellation.
  - e. Liability for Physical Damage to Non-owned Automobiles: SEF#27

### 4. Error and Omissions Liability Insurance

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

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- 2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:

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



### Annex E Integrity Regime

Solicitation Number: 5000038560

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 <u>Politique d'inadmissibilité et de suspension</u> de TPSGC (maintenant SPAC), les renseignements suivants doivent être fournis lors d'une soumission ou de la passation d'un marché. / In accordance with the PWGSC (now PSPC) <u>Ineligibility and Suspension Policy</u>, 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	
	☐ Individuel / Individual	
	☐ Corporation / Corporation	
	☐ Coentreprise / Joint Venture	
*Membres du conseil d'administration2 / Board of Directors (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)		
Prénom / Nom / First name 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 reception / Board of Visitors

**Environment and Climate Change Canada** 



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## Annex F Work Experience Template

Solicitation Number: 5000038560

	WORK EXPERIENCE TEMPLATE
Name of the Resource	
Education	
Relevant Certification	
	E.G. EXPERIENCE #1 (repeat for each different work experience
Name of the organisation the work was performed for;	
Title of the Project/work or contract name;	
Description of the work provided, including role and responsibilities of the proposed resource;	
Start date (specify month and year);	
End date (specify month and year);	
Total number of year; including if the work is still in progress;	
Name and contact information (phone number, e-mail) of an reference who will confirm the information supplied by the Bidder	
	EXPERIENCE #2 (repeat for each different work experience)



### **Annex G**

Solicitation Number: 5000038560

# Letter of Availability and Willingness to perform Work under the Contract

	ng and available to perform the Work as required by Canada's he bid solicitation, and that I am willing to undergo any required training to
I further confirm that <b>[insert name of</b> for the Great Lakes Coastal Wetland Vegeta	<b>Bidder]</b> has the authorization to provide my name as a resource in its bid tion Data Collection (North) Contract.
Name and Signature	
Date	



### Annex H

Solicitation Number: 5000038560

### 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:

- e. an individual;
- f. an individual who has incorporated;
- g. a partnership made of former public servants; or
- h. 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:

- 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?



Environment and Climate Change Canada		Solicitation Number : 5000038560	
Yes	( ) <b>No</b> ( )		
If so	, the Bidder must provide the following information:		
h. i. j. k. l. m. n.	name of former public servant; conditions of the lump sum payment incentive; date of termination of employment; amount of lump sum payment; rate of pay on which lump sum payment is based; period of lump sum payment including start date, end darnumber and amount (professional fees) of other contract adjustment program.	·	
	all contracts awarded during the lump sum payment period, t PS who received a lump sum payment is \$5,000, including Ap		

Name and Signature

Date

### Annex I

**FWAP Vegetation Survey Plans North region** 



