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	<p><b>EC Bid Solicitation No. /SAP No. – N° de la demande de soumissions EC / N° SAP</b> <i>5000047829</i></p>	
	<p><b>Date of bid solicitation (YEAR-MM-DD) – Date de la demande de soumissions (AAAA-MM-JJ)</b> <i>2019-11.25</i></p>	
	<p><b>Bid solicitation closes (YEAR-MM-DD) - La demande de soumissions prend fin (AAAA-MM-JJ)</b></p> <p>at – à <i>3:00 P.M.</i> on – le <i>2019-12-10</i></p>	<p><b>Time Zone – Fuseau horaire</b> <i>Pacific Standard Time</i></p>
	<p><b>F.O.B – F.A.B</b> <i>Destination</i></p>	
	<p><b>Address Enquiries to - Adresser toutes questions à</b> <i>Angelina Garcia Contracting Authority Finance Branch Environment Canada 201 – 401 Burrard Street Vancouver, BC V6C 3S5 Email: <a href="mailto:Angelina.Garcia@canada.ca">Angelina.Garcia@canada.ca</a></i></p>	
	<p><b>Telephone No. – N° de téléphone</b> <i>604-664-9114</i></p>	<p><b>Fax No. – N° de Fax</b> <i>604-713-9867</i></p>
	<p><b>Delivery Required (YEAR-MM-DD) – Livraison exigée (AAAA-MM-JJ)</b> <i>Starting contract award to 2020.09.30</i></p>	
	<p><b>Destination - of Services / Destination des services</b> <i>Whitehorse, YT</i></p>	
	<p><b>Security / Sécurité</b> <i>There is no security requirement associated with this solicitation.</i></p>	
<p><b>Vendor/Firm Name and Address - Raison sociale et adresse du fournisseur/de l'entrepreneur</b></p>		
<p><b>Telephone No. – N° de téléphone</b></p>	<p><b>Fax No. – N° de Fax</b></p>	
<p><b>Name and title of person authorized to sign on behalf of Vendor/Firm: (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur ( taper ou écrire en caractères d'imprimerie)</b></p>		
<p><b>Signature</b></p>	<p><b>Date</b></p>	

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

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**TITLE: Systematic Priority Area Assessment in the South Beringia Priority Place and the Dawson Planning Region, Yukon**

**PART 1 – GENERAL INFORMATION**

**1. Security Requirement**

1.1 There is no security requirement associated with this requirement.

**2. Comprehensive Land Claims Agreement**

This procurement is subject to the Comprehensive Land Claims Agreement (CLCA):

Ta'an Kwachan Council and Kwanlin Dun First Nation.

**3. Statement of Work**

The Work to be performed is detailed under Annex A, Statement of Work of the resulting contract.

**4. Debriefings**

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

**PART 2 – BIDDER INSTRUCTIONS**

**1. Standard Instructions, Clauses and Conditions**

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

The 2003 (2019-03-04) 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 Canada (EC) as specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;”

**At Section 06 Late Bids:**

**Delete:** “PWGSC”

**Insert:** “Environment Canada”

**At Section 07 Delayed Bids:**

**Delete:** "PWGSC"

**Insert:** "Environment Canada"

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

**Delete:** In its entirety

**Insert:** "Bids may be submitted by facsimile if specified in the bid solicitation."

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

**Delete:** In their entirety

**Insert:** "Deleted"

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

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

**Insert:** "Deleted"

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

**Delete:** In its entirety

**Insert:** "Deleted"

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

**Delete:** "sixty (60) days"

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

**2. Submission of Bids**

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

**3. Former Public Servant – Competitive Bid**

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

**Definitions**

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

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

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

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



#### **Former Public Servant in Receipt of a Pension**

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

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

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

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

#### **Work Force Adjustment Directive**

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

If so, the Bidder must provide the following information:

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

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

#### **4. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

#### **5. Applicable Laws**

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

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 Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, under exception 4.4.1 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)
- Section II: Financial Bid (1 electronic copy)
- Section III: Certifications (1 electronic copy)

In order to be considered, bids must be received no later than 1500h (3 p.m.) (Eastern Daylight Time) on the date and time indicated on the cover page to herein as the "Closing Date." Bids received after the Closing Date will be considered non-responsive and will not be considered for contract award. Bids submitted by email must be submitted ONLY to the following email address:

Email Address: [ec.soumissions-bids.ec@canada.ca](mailto:ec.soumissions-bids.ec@canada.ca)  
Attention: Angelina Garcia  
Solicitation Number: 5000047829

Bidders should ensure that their name, address, Closing Date of the solicitation and Solicitation Number are clearly indicated in the body of their email. Bids and supporting information may be submitted in either English or French.

The total size of the email, including all attachments, must be less than 15 megabytes (MB). It is each Bidder's responsibility to ensure that the total size of the email does not exceed this limit.

Bids sent by fax will not be accepted.

It is important to note that emails systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

#### **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 carry out the Work

#### **Section II: Financial Bid**

1. Bidders must submit their financial bid in accordance in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

##### **1.1 Price Breakdown**

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

- (a) Professional fees: For each individual and (or) labour category to be assigned to the Work, the bidders should indicate: i) the firm hourly rate or the firm daily rate, inclusive of overhead and profit; and ii) the estimated number of hours or days, as applicable. The bidders should indicate the number of hours in one working day.
- (b) Equipment (if applicable): The bidders should specify each item required to complete the Work and provide the pricing basis of each one, Canadian customs duty and excise taxes included, as applicable. *(Insert the following if applicable: "These items will be deliverable to Canada upon completion of the contract.")*
- (c) Materials and Supplies (if applicable): The bidders should identify each category of materials and supplies required to complete the Work and provide the pricing basis. The Bidder should indicate, on a per category basis, whether the items are likely to be consumed during the performance of any resulting contract.



- (d) Travel and Living Expenses (if applicable): The bidders should indicate the number of trips and the number of days for each trip, the cost, destination and purpose of each journey, together with the basis of these costs without exceeding the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".
- (e) Subcontracts (if applicable): The bidders should identify all of the proposed subcontractors and provide in their financial bid for each one a price breakdown.
- (f) Other Direct Charges (if applicable): The bidders should identify all of the categories of other direct charges anticipated, such as long distance communications and rentals, providing the pricing basis for each and explaining the relevance to the work described in the resultant contract in part 6 of the bid solicitation.
- (g) Applicable Taxes: The bidders should indicate the Applicable Taxes separately.

**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**

**1. Certifications Required Precedent to Contract Award**

Bidders must provide the required certifications Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**1. Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

**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 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.

**1.2.1 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.

Number	Criterion	Met/Not Met	Page Number
<b>Corporate Experience</b>			
M1	<p>The bidder must demonstrate through a corporate profile/description that it has 5 years of experience with Marxan analysis within the last 10 years.</p> <p>Specifically, the Bidder shall provide project descriptions within the last 10 years including the client, the inclusive period and the scope of each project, and demonstrating the following experience:</p> <ul style="list-style-type: none"> <li>a. preparing data for Marxan analysis, undertaking analysis and generating tabular and graphic outputs</li> <li>b. preparing data for processing in Marxan, using predefined spatial planning units</li> <li>c. ability to calibrate Marxan analytical runs</li> </ul>		



	<p>d. ability to adjust feature targets to generate varying scenarios</p> <p>e. working with ESRI ArcGIS Desktop 10</p>		
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**1.2.2 Point Rated Technical Criteria**

Proposals will be evaluated and scored in accordance with specific evaluation criteria detailed in this section

The Bidder must *provide sufficient detail to clearly demonstrate* how they meet each point-rated requirement below. Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the requirements, or reusing the same wording as the Request for Proposal (RFP), will not be considered “demonstrated” for the purpose of this evaluation.

Item	Technical Rated Criteria	Maximum Score	Rating
R1	<p><b>Corporate experience and qualifications of the project team members</b></p> <p>The Bidder should provide with its bid, the name and curriculum vitae of the Bidder’s proposed resources demonstrating each one’s role, and technical experience and expertise. Technical experience and expertise will be assessed by the following criteria:</p>	27	
R1-A	<p>Experience with Marxan analysis in protected/conservation area planning processes</p> <p>0 = no information provided</p> <p>1 = 1 example in the past 10 years</p> <p>2 = 2 examples in the past 10 years</p> <p>3 = 3 examples in the past 10 years</p> <p>4 = &gt;3 examples in the past 5 years</p> <p>5= &gt;5 examples experience over the past 10 years</p>	5	
R1-B	<p>Experience implementing GIS applications in support of resource management and protected/conservation area planning</p> <p>0 = no information provided</p> <p>1 = 1 example in the past 10 years</p> <p>2 = 2 examples in the past 10 years</p> <p>3 = 3 examples in the past 10 years</p> <p>4 = &gt;5 examples in the past 10 years;</p> <p>5 = &gt;5 examples experience over the past 5 years</p>	5	
R1-C	<p>Experience implementing and using wildlife habitat models as input data into Marxan</p> <p>0 = no information provided</p> <p>3 = 1 or 2 examples in the past 10 years</p> <p>6 = 3 or 4 examples in the past 10 years where higher score given for examples in the past 5 years</p> <p>9 = &gt;4 examples in the past 10 years where higher score given for examples in the past 5 years</p> <p>10 = &gt;5 examples experience in the past ten years with &gt;4 examples in the past five years</p>	10	
R1-D	<p>Experience managing, editing and combining disparate geospatial datasets and documenting issues associated with varying scale, quality, collection, methodology, and attributes.</p> <p>Score will be based on the project complexity and detail provided with the Marxan analysis examples given for experience running Marxan scenarios and preparing data for Marxan analysis/processing as defined in the mandatory criteria.</p>	7	





	<p>0 = for not providing examples of Marxan scenarios  <b>3</b> = where all the parameters described above are not addressed.  <b>7</b> = where all the parameters described above addressed.</p>		
<b>R2</b>	<b>Knowledge</b>	<b>9</b>	
R2-A	<p>Knowledge of GIS, spatial and tabular data models, database management and cartography principles <i>to a maximum of 4 points</i>  Scores will be a based on the examples given for experience working with ESRI GIS products with higher scores for use of ArcGIS Desktop 10  0 = if no examples provided  <b>2</b> = for demonstrating the parameters with the use of other GIS products in at least 2 examples  <b>4</b> = for demonstrating the parameters with the use of ESRI and ArcGIS Desktop 10 in more than 2 examples</p>	4	
R2-B	<p>Knowledge of Marxan best practices  Scores will be a based on the number of examples given for experience running Marxan scenarios  0 = if no examples provided  <b>2</b> = for describing application of Marxan best practices in at least 2 examples  <b>5</b> = for describing its application of Marxan best practices in more than 2 examples</p>	5	
<b>R3</b>	<b>Demonstrated Abilities</b>	<b>23</b>	
R3-A	<p>Ability to do standard statistical calculations using GIS applications  Score is based on the examples given for experience working with ESRI GIS products with higher scores for examples in the past five years  0 = if no examples are provided  <b>2</b> = for &gt;3 project examples incorporating statistical calculations using GIS applications over the past 10 years.  <b>4</b> = for &gt;3 project examples incorporating statistical calculations using GIS applications over the past 5 years</p>	4	
R3-B	<p>Ability to create, structure and manipulate spatial and attribute databases including geodatabases  Score is based on the examples given for experience working with ESRI GIS products with higher scores for examples in the past five years  0 = if no examples are provided  <b>2</b> = for developing databases using ESRI GIS products but performed more than 5 years past.  <b>4</b> = for developing databases using ESRI GIS products done during the last 5 years</p>	4	
R3-C	<p>Ability to create and maintain metadata to adhere to NAP ISO 19115-2003  0 = if no examples are provided  <b>1</b> = for any example adhering to NAP ISO in creating and maintaining metadata</p>	1	
R3-D	<p>Ability to use ArcGIS applications to produce spatial products including maps, tables and descriptive statistics  Score is based on the examples given for experience working with ESRI GIS products with higher scores for examples in the past five years  0 = if no examples are provided  <b>2</b> = for developing databases performed more than 5 years past.  <b>4</b> = for developing databases using ESRI GIS products during the last 5 years</p>	4	



R3-E	Ability to produce graphic outputs of Marxan results suitable for hard copy and online publication 0 = no information provided 1 = one example in the past 10 years 2 = two examples in the past 10 years 3 = three examples in the past 10 years 4 = >5 examples in the past 10 years 5 = >5 examples experience over the past 5 years	5	
R3-F	Ability to communicate technical issues effectively to technical and non-technical audiences 0 = no information provided 1 = one example in the past 10 years 2 = two examples in the past 10 years 3 = three examples in the past 10 years 4 = >5 examples in the past 10 years 5 = >5 examples experience over the past 5 years	5	
<b>Minimum points required = 45 (75%)</b>		<b>59</b>	

**1.2 Financial Evaluation**

**1.2.1 Mandatory Financial Criteria**

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

Item	Criterion	Page #	Met	Not Met
MF1	The maximum budget for the project, is \$60,000.00 (taxes extra, if applicable). Bids valued in excess of this amount will be considered non-responsive. This disclosure of project funds does not commit Environment and Climate Change to pay such an amount.			

**1.2.2 Evaluation of Price**

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

The Contractor shall identify the cost of the work for each activity to be undertaken. The cost breakdown should include all expenses related to the project, such as labour, administration, sub-contracting, travelling and expected purchases.

For evaluation purposes only, the price of the bid will be determined based on the total price, including all option periods, if any.

**2. Basis of Selection**

**2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price**

1. To be declared responsive, a bid must:
  - a) comply with all the requirements of the bid solicitation;
  - b) meet all mandatory financial criteria; and
  - c) obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. 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.



4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. 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.

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 59 and the lowest evaluated price is \$55,000 (55).

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

<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
Overall Technical Score	49/59	45/59	56/59
Bid Evaluated Price	\$60,000.00	\$58,500.00	\$55,000.00
<u>Calculations</u>			
Technical Merit Score	$49/59 \times 70 = 58.13$	$45/59 \times 70 = 53.39$	$56/59 \times 70 = 66.44$
Pricing Score	$55/60 \times 30 = 27.50$	$55/58.5 \times 30 = 28.25$	$55/55 \times 30 = 30.00$
Combined Rating	85.63	81.64	96.44
Overall Rating	2 <sup>nd</sup>	3 <sup>rd</sup>	1 <sup>st</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.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

## **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 Status and Availability of Resources**

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **2.2 Education and Experience A3010T (2010-08-16)**

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

## **PART 6 - RESULTING CONTRACT** *(at contract award, delete this line)*

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation *(at contract award, delete this sentence and insert the title)*.

### **Title: Systematic Priority Area Assessment in the South Beringia Priority Place and the Dawson Planning Region, Yukon**

#### **1. Security Requirement**

1.1 There is no security requirement applicable to this Contract.

#### **2. Statement of Work**

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



### 3. 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.

#### 3.1 General Conditions

2010B (2018-06-21), General Conditions - Professional Services (Medium Complexity), as modified below, apply to and form part of the Contract.

General conditions 2010B is modified as follows:

##### At Section 12 Transportation Costs

**Delete:** In its entirety

**Insert:** "Deleted"

##### At Section 13 Transportation Carriers' Liability

**Delete:** In its entirety.

**Insert:** "Deleted"

##### At Section 18, Confidentiality:

**Delete:** In its entirety

**Insert:** "Deleted"

Insert Subsection: "35 Liability"

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

**Delete:** In its entirety

**Insert:** 1. In this section:

"Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists.

"Background Information" means all Intellectual Property that is not Foreground Information that is incorporated into the Work or necessary for the performance of the Work and that is proprietary to or the confidential information of the Contractor, its subcontractors or any other third party;

"Foreground Information" means all Intellectual Property first conceived, developed, produced or reduced to practice as part of the Work under the Contract;

2. Material that is created or developed by the Contractor as part of the Work under the Contract belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
3. At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the *Copyright Act*, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.
4. All Intellectual Property Rights in the Material belongs to Canada as soon as they come into existence. The Contractor has no right in or to any such Intellectual Property except any right that may be granted in writing by Canada.
5. The Contractor also grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to use the Background Information to the extent that this information is required by Canada to exercise its rights to use the Material. This license cannot be restricted in any way by the Contractor providing any form of notice to the contrary, including the wording on any shrink-wrapped license attached to any deliverable.

**4. Term of Contract**

**4.1 Period of the Contract**

The Work is to be performed during the period of contract award to 30 September 2020.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name:	
Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

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**

The Technical Authority for the Contract is:

Name:	
Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

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

**5.3 Contractor's Representative**

Name:	
Title:	
Organization:	
Address:	
Telephone:	
Facsimile:	
E-mail address:	

**6. Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported

on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## **7. Payment**

### **7.1 Basis of Payment**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work as determined in accordance with the Basis of Payment in Annex B , to a limitation of expenditure of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are \_\_\_\_\_ (*insert "included", "excluded" OR "subject to exemption"*) and Applicable Taxes are extra.

### **7.2 Limitation of Expenditure**

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

## **8. Invoicing Instructions**

### **8.1 Milestone Payments**

- (a) Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:
  - (i) an accurate and complete claim for payment and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada;
  - (iii) all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

### **8.2 Schedule of Milestones**

Please see Annex B – Basis of Payment for the schedule of milestones for which payments will be made in accordance with the Contract.



## 9. Certifications

### 9.1 Compliance

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

## 10. Applicable Laws

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

## 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) Modified 2010B ([2018-06-21](#)) General Conditions - Professional Services (Medium Complexity)
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, List of Names for Integrity Regime;
- (f) Annex D, Federal Contractors Program for Employment Equity – Certification; and
- (g) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "as clarified on \_\_\_\_\_" or "as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s).*)



## ANNEX A

### STATEMENT OF WORK

#### The Contractor hereby agrees to

Provide professional services in the Systematic Priority Area Assessment in the South Beringia Priority Place and the Dawson Planning Region, Yukon

#### BACKGROUND

In the 2018 Federal Budget specific commitments were made to improve outcomes for species conservation and species at risk recovery. As a result, CWS identified how to focus its resources by supporting a new plan to accelerate progress and align efforts to achieve meaningful conservation outcomes in the next 5 to 10 years across Canada. In June 2018, the new plan, called a “Pan-Canadian Approach”, was approved by Federal, Provincial and Territorial ministers.

The “Priority Place” placed-based concept principles are: multiple species, ecosystem-based approach, shared leadership, shared priorities, strengthened partnerships, Indigenous engagement and aligned investments in a defined area or “Priority Place”. Conservation decisions will be based on evidence and efforts will be made to improve monitoring and reporting on the conservation outcomes.

“Yukon South Beringia” is of interest as a Priority Place because there are a number of species at risk present, there is active mining and exploration, fishing, hunting and tourism activities, and it is a definable area that is not unmanageably large. Notably it overlaps with the current Dawson Land Use Planning process, providing an opportunity to leverage additional information and recommendations to that process (time-line permitting) which could result in meaningful conservation and sustainability outcomes.

#### OBJECTIVE

To develop a Marxan-based dataset of priority areas for migratory bird species, species at risk and Beringian specialist species within the South Beringia Priority Place and the Dawson Planning Region. This information will be used as input to the Dawson Regional Planning Commission for consideration in development of the Dawson Land Use Plan, and for use in the Pan-Canadian approach to species at risk conservation in the Yukon.

#### THE WORK

##### Scope of Work

1. **Analysis 1.** Assess the priority areas for all migratory bird species, species at risk and Beringian specialist species using species range data (simplified conservation feature data) in the South Beringia Priority Place and the Dawson Planning Region.
2. **Analysis 2.** Assess the priority areas for all migratory bird species, species at risk and Beringian specialist species using available observation/occurrence data (simplified conservation feature data) in the South Beringia Priority Place and the Dawson Planning Region.
3. **Analysis 3.** Assessment of priority areas for a group of landbirds using species distribution models (detailed conservation feature data) and compare priority areas for a group of landbirds using simplified conservation feature data and detailed conservation feature data in the South Beringia Priority Place and the Dawson Planning Region.

The Contractor shall perform the following tasks:

1. Focused on the South Beringia Priority Place and Dawson Planning Region, the Contractor shall develop procedure to assess priority areas for all migratory bird species, species at risk and Beringian specialist species using species range data (simplified data) as the conservation feature data (Analysis 1) – migratory birds range data from CWS, other species range data from Canada Nature Serve.

2. Focused on the South Beringia Priority Place and Dawson Planning Region, the Contractor shall develop procedure to assess priority areas for all migratory bird species, species at risk and Beringian specialist species incorporating observation/occurrence data as the conservation feature data (Analysis 2) – observation/occurrence data for migratory birds to be provided by CWS, other species observation/occurrence data to be obtained through the Yukon Conservation Data Centre.
3. Focused on the South Beringia Priority Place and Dawson Planning Region, the Contractor shall develop procedure to assess priority areas for a group of landbirds using species distribution models (detailed data) as the conservation feature data (Analysis 3) in consultation with CWS
  - a. Goal of Analysis 3 is to compare priority areas for a group of landbird species using species range data (conservation feature=species range) and species distribution models (conservation feature=species distribution)
  - b. Species distribution models to be developed by CWS staff C. Lisa Mahon and Logan McLeod for landbird species – expected to be delivered in 2020-2021 fiscal year
4. Contractor shall complete pre-processing of GIS data for use as Marxan input data (planning unit file, conservation feature file, planning unit versus conservation feature file, boundary length file) for Analysis 1 in consultation with CWS
5. Contractor shall complete pre-processing of GIS data for use as Marxan input data (planning unit file, conservation feature file, planning unit versus conservation feature file, boundary length file) for Analyses 2 and 3 in consultation with CWS
6. Contractor shall complete initial runs for Analysis 1, 2 and 3 including sensitivity analyses to determine values for key parameters (BLM and SPF) in consultation with CWS
7. Contractor shall complete runs for Analysis 1, 2 and 3 and provide written interpretation of results to CWS
8. Contractor shall provide suitable results products to CWS for publication on line and in hard copy

**Contractor Requirements**

To perform The Work, the Contractor:

- a. Must have access to standard office automation tools, their own workspace and required software (e.g. Marxan, ArcGIS Desktop 10),
- b. Should have the ability to accept and deliver data via e-mail, FTP and portable storage devices (portable storage devices to be provided by contractor), and
- c. Has the physical resources to communicate either by telephone and e-mail.

**DELIVERABLES AND PROJECT TIMELINES**

Deliverables	Target completion date
Analysis 1, Analysis 2 and Analysis 3 for Migratory Birds in the Dawson Planning Region	February 15, 2020
Analysis 1 and Analysis 2 for Species at Risk and Beringian specialist species in the Dawson Planning Region	February 29, 2020
Analysis 1 and Analysis 2 for Migratory Birds, Species at Risk and Beringian specialist species, and Analysis 3 for Migratory Birds in the South Beringia Priority Place	March 31, 2020

**ACCEPTANCE CRITERIA**

The Technical Authority shall accept the work on behalf of the Crown.

**CROWN INPUT**

South Beringia Priority Place boundary, Migratory birds species ranges, migratory birds occurrence data, and migratory birds species distribution models to be provided by CWS electronically by email, FTP a/o portable storage devices (portable storage devices to be provided by contractor).

**TRAVEL**

Contractor to work from own location using own office, equipment and software. No travel anticipated.

**ANNEX B**

**BASIS OF PAYMENT**

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

<b>Deliverables</b>	<b>Target completion date</b>	<b>Amount</b>
Completion and submission of Analyses 1, 2 and 3 for Migratory Birds in the Dawson Planning Region	February 15, 2020	\$
Completion and submission of Analyses 1, 2 and 3 for Species at Risk for the Dawson Planning Region	February 29, 2020	
Completion and submission of Analyses 1, 2 and 3 for Migratory Birds, Species at Risk and Beringian specialist species in the South Beringia Priority Place	March 31, 2020	
Total		\$

The hourly rates presented in the Bidder's Proposal also apply to any additional hours required, if work continues in the new fiscal year beginning April 1, 2020.

**ANNEX C  
INTEGRITY REGIME**

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

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

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

\* Informations obligatoires / Mandatory Information

<b>*Dénomination complète de l'entreprise / Complete Legal Name of Company</b>	
<b>*Nom commercial / Operating Name</b>	
<b>*Adresse de l'entreprise / Company's address</b>	<b>*Type d'entreprise / Type of Ownership</b>
	<input type="checkbox"/> Individuel / Individual <input type="checkbox"/> Corporation / Corporation <input type="checkbox"/> Coentreprise / Joint Venture
<b>*Membres du conseil d'administration<sup>2</sup> / Board of Directors<sup>2</sup> (Ou mettre la liste en pièce-jointe / Or provide the list as an attachment)</b>	
<b>Prénom / First name</b>	<b>Nom / Last Name</b>
<b>Position (si applicable) / Position (if applicable)</b>	

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

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

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

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

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



**ANNEX D**

**FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION**

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

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

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour. **OR**
  - A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

**OR**

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