REQUEST FOR PROPOSAL (RFP) – COVER SHEET Title: Environmental Monitoring of a Compensation Project for the Loss of Wetlands and Habitat in a Migratory Bird Sanctuary – Îles-de-la-Paix		
Solicitation Number	INFC-2020/21-PS3031	
Date of RFP	October 21, 2020	
Procurement Officer	Richard Soulliere	
Address for proposal delivery: Bids must	be sent via email only to:	
E-mail: infc.procurement-approvisionnement.infc@canada.ca		
Bid/solicitation closure	November 30 @ 11:00 (11 AM) E.S.T.	
Request For Proposal (RFP) as distinguished set out the means by which the technical, per met, having regard to any stated requirement	I roposals for services as detailed in Annex A. This is a d from an Invitation to Tender (IT). The proposal must rformance, time and other goals and objectives will be ts. INFC will consider entering into a contract with the osal as determined by the evaluation factors set out in	
this RFP. Neither the qualifying proposal that scores the highest points nor the one that contains the lowest cost will necessarily be accepted. INFC reserves the right to accept any proposal, as submitted without prior negotiations.		
This Request For Proposal consists of the fol	llowing:	
This cover page;Part: 1GENERAL INFORMATION;Part: 2BIDDER INSTRUCTIONS;Part: 3BID PREPARATION INSTRUCTIONS;Part: 4EVALUATION PROCEDURES AND BASIS OF SELECTION;Part: 5CERTIFICATIONS AND ADDITIONAL INFORMATION;Part: 6SECURITY, FINANCIAL AND OTHER REQUIREMENTS; andPart: 7RESULTING CONTRACT CLAUSES.		
Bidder's Name and Address :		
Telephone number:	E-mail:	
governing this Request for Proposal and cert also constitutes acknowledgement of receipt	indicates acceptance of the terms and conditions ifies the content of the attached bidder's proposal. It and acceptance of all documents listed above. The erstood each and all terms and conditions in this RFP by reference.	
Signature	Date	

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# PART 1 - GENERAL INFORMATION

### 1.1 Introduction

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

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

The Annexes include the Statement of Work, Terms of Payment, Security Requirements Checklist, Federal Contractors Program for Employment Equity – Certification, Ineligibility and Suspension Policy, Certificate of Independent Bid Determination, Pricing Schedule, and Evaluation Criteria.

# 1.2 Summary

The Contractor must develop and implement a follow-up program for Infrastructure Canada (INFC) consisting of wildlife monitoring (avifauna, ichthyofauna, herpetofauna), vegetation monitoring, monitoring of site conditions and monitoring of the stability of the structures built as part of the Compensation Project for the Loss of Wetlands and Habitats in a Migratory Bird Sanctuary on the Îles-de-la-Paix (hereinafter "IDLP Compensation Project"). The monitoring results must ultimately be recorded in a comprehensive final annual report for each follow-up year. Analysis of the results contained in this report will make it possible to conclude whether the compensation objectives targeted for wetlands and habitats in a Migratory Bird Sanctuary have been achieved by documenting the evolution of the developments and their use by wildlife. Work is planned to be done every two years starting before the end of 2020 and ending as late as autumn 2028.

# 1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Chile Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Ukraine Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA). **1.4 The Federal Contractors Program (FCP) for employment equity** applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

# 1.5 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

# PART 2 - BIDDER INSTRUCTIONS

## 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

## 2.2 Submission of Bids

Bids must be submitted only to the email address indicated on page 1 of this solicitation by the date, time and place indicated in the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile, ePost Connect service, courier, or postal mail will not be accepted.

## 2.3 Former Public Servant

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

# Definitions

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

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

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

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

# Former Public Servant in Receipt of a Pension

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

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

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

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

# 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.

If either of the above two questions were answered with a 'yes', Bidders must provide the date of termination from the Canadian federal public service for the applicable resource(s).

# 2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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.

# 2.5 Applicable Laws

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

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

# 2.6 Volumetric Data

The quantities in the Pricing Schedule have been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of those services will be consistent with this data. It is provided solely for information and evaluation purposes.

# **PART 3 - BID PREPARATION INSTRUCTIONS**

## 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. Canada's email servers have the capacity to receive emails up to 20MB in size with multiple documents, up to 4MB per individual attachment.

Canada requests that bidders provide their bid in separate sections, each with their own file as follows:

Section I: Technical Bid (1 soft copy in PDF format) Section II: Financial Bid (1 soft copy in PDF format) Section III: Certifications (1 soft copy in PDF format)

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

Due to the nature of the bid solicitation, bids transmitted by epost Connect service, courier, postal mail, and by facsimile will not be accepted.

## Section I: Technical Bid

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

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

### Section II: Financial Bid

- **3.1.1** Bidders must submit their financial bid in accordance with the Pricing Schedule in Annex 1 to Part 3 and article 1.3 in Annex B Terms of Payment.
- **3.1.2** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation.

# 3.1.3 Electronic Payment of Invoices – Bid

Electronic Payment Instruments (EPIs) will be accepted for payment of invoices. The following EPI is accepted: Direct Deposit (Domestic and International).

## Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5 (including any annexes), article 2.3, and the signed cover page.

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

## 4.1.1 Financial Evaluation

The financial bid must include all the information required in article 3.1.1 of the RFP.

The evaluated price will be the Total Evaluated Price in table 2.4 in Annex 1 to Part 3 – Pricing Schedule.

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

## 4.1.2 Corporate Evaluation

Mandatory and point rated corporate evaluation criteria are included in Annex 1 to Part 4 – Evaluation Criteria.

## 4.1.3 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Annex 1 to Part 4 – Evaluation Criteria.

### 4.2 Basis of Selection

### 4.2.1 Highest Combined Rating of Technical-Corporate Merit (80%) and Price (20%)

- a) To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum points overall for the technical evaluation criteria which are subject to point rating;

The rating is performed on a scale of 40 points.

d. obtain the required minimum points specified for criterion PRC-4; and

The rating is performed on a scale of 21 points.

e. obtain the required combined minimum points for criteria PRC-1, PRC-2, and PRC-3.

The rating is performed on a scale of 40 points.

- 2. Bids not meeting (a), (b), (c), (d), or (e) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical-corporate merit and price. The ratio will be 80% for the technical-corporate merit and 20% for the price.

- 4. To establish the technical-corporate merit score, the overall technical and corporate scores for each responsive bid will be determined as follows: total number of points obtained (technical + corporate) / maximum number of points available (technical + corporate) multiplied by the ratio of 80%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 20%.
- 6. For each responsive bid, the technical-corporate 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-corporate 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 an 80/20 ratio of technical-corporate merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		100	70	82
Overall Corporate Score		15	19	10
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
	Technical- Corporate Merit Score	115/135 x 80 = 68.15	89/135 x 80 = 52.74	92/135 x 80 = 54.52
Calculations	Pricing Score	45/55 x 20 = 16.36	45/50 x 20 = 18.00	45/45 x 20 = 20.00
Combined Rating		84.51	70.74	74.52
Overall Rating		1st	3rd	2nd

Basis of Selection - Highest Combined Rating Technical-Corporate Merit (80%) and Price
(20%)

# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

# 5.1 Certifications Required with the Bid

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

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process. Annex 2 to Part 5 has been included to help Bidders identify what information needs to be sent to INFC with their bid and which information needs to be sent to PSPC.

## 5.1.2 Certificate of Independent Bid Determination

The Certificate of Independent Bid Determination at Annex 3 to Part 5 has been developed by the federal Competition Bureau for use by tendering authorities when calling for bids, tenders or quotations. The purpose of this document is to deter bid-rigging by requiring bidders to disclose, to the tendering authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding a tender call.

# 5.2 Certifications Precedent to Contract Award and Additional Information

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

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process. Details on the information required to be submitted to the Contracting Authority can be found in Annex 2 to Part 5 – Ineligibility and Suspension Policy.

# 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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

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

The Bidder must provide the Contracting Authority with a completed Annex 1 to Part 5 - Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

# 5.2.3 Additional Certifications Precedent to Contract Award

## 5.2.3.1 Status and Availability of Resources

5.2.3.2.1 SACC Manual clause <u>A3005T</u> (2010-08-16) Status and Availability of Resources

### 5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause A3010T (2014-06-26) Education and Experience

# PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Security Requirements

- 1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 -Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 7 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. For additional information on security requirements, Bidders should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

# **PART 7 - RESULTING CONTRACT CLAUSES**

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

## Delivery Requirements Outside a Comprehensive Land Claims Settlement Area

The Contract is not to be used for deliveries within a Comprehensive Land Claims Settlement Area (CLCSA). All requirements for delivery within a CLCSA are to be processed individually.

## 7.1 Statement of Work

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

## 7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A – Statement of Work 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.

## 7.2 Standard Clauses and Conditions

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

### 7.2.1 General Conditions

<u>2035</u> (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 7.3 Security Requirements

**7.3.1** Any staff of the Contractor, or any of its sub-contractors, must be escorted when on the premises of INFC offices. There are no other security requirements applicable to the Contract.

### 7.4 Term of Contract

### 7.4.1 Period of the Contract

The period of the Contract is from contract award to October 31, 2022 inclusive.

# 7.4.2 Delivery Date

All the deliverables must be received on or before the dates specified in Annex A, Statement of Work.

## 7.4.3 Option to Extend the Contract

a) The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional two-year periods under the same conditions. The Contractor agrees that, during the extended periods of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

b) Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 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.

# 7.5 Authorities

# 7.5.1 Contracting Authority

The Contracting Authority for the Contract [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.

# 7.5.2 **Project Authority**

The Project Authority for the Contract [will be identified at Contract award].

In their absence, the Project Authority [will be identified at Contract award].

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

# 7.5.3 Contractor's Representative

The Contractor's representative for the Contract [will be determined at Contract award].

# 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

# 7.7 Payment

For all clauses related to payment, refer to Annex B, Terms of Payment.

# 7.8 Certifications and Additional Information

# 7.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

# 7.8.2 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.

## 7.8.3 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 <u>Public</u> <u>Service Superannuation Act</u> (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 <u>Contracting</u> <u>Policy Notice: 2012-2</u> of the Treasury Board Secretariat of Canada.

## 7.9 Applicable Laws

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

### 7.10 **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) the general conditions 2035 (2020-05-28) Higher Complexity Services ;
- (c) Annex A, Statement of Work;
- (d) Annex B, Terms of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the Contractor's bid dated [to be determined at contract award].

# 7.11 Insurance

SACC Manual clause <u>G1005C</u> (2016-01-28) Insurance – No Specific Requirement applies to and forms part of this Contract.

### 7.12 Identification Protocol Responsibilities

The Contractor will be responsible for ensuring that any of its resources, representatives or subcontractors complies with the following self-identification requirements:

- a) Contractors who attend a Government of Canada meeting (whether internal or external to Canada's offices) must identify if they are a Contractor prior to the commencement of the meeting, to ensure that each meeting participant is aware of the fact that the individual is not a Government of Canada employee;
- b) During the performance of any Work at a Government of Canada site, the Contractor must be clearly identified at all times as being a Contractor;
- c) If Canada determines that the Contractor are in breach of any obligation stated in this clause, upon written notice from Canada the Contractor must submit a written action plan describing the corrective measures it will implement to eliminate the recurrence of the problem. The Contractor will have five working days to deliver the action plan to the Client or the Contracting Authority, and twenty working days to rectify the underlying problem; and
- d) In addition to any other rights it has under the Contract, Canada may terminate the Contract for default if the corrective measures required of the Contractor described above are not met.

# 7.13 Replacement of Specific Individuals

- 1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - a) the name, qualifications and experience of the proposed replacement; and
  - b) Proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
- 3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

# 7.14 Dispute Resolution

The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 10 working days, each party hereby consents to fully participate in and bear the cost of mediation led by the Procurement Ombudsman pursuant to Subsection 22.1(3)(d) of the Department of Public Work and Government Services Act and Section 23 of the Procurement Ombudsman Regulations.

The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169, by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, or by web at <u>www.opo-boa.gc.ca</u>.

## 7.15 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the *Department of Public Works and Government Services Act* will review a complaint filed by the complainant respecting the administration of the Contract if the requirements of Subsection 22.2(1) of the *Department of Public Works and Government Services Act* and Sections 15 and 16 of the *Procurement Ombudsman Regulations* have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by e-mail at <u>boa.opo@boa-opo.gc.ca</u>, by telephone at 1-866-734-5169, or by web at <u>www.opo-boa.gc.ca</u>.

# ANNEX A – STATEMENT OF WORK

"Project Authority" refers to the INFC staff identified in article 7.5.2 of the RFP.

1.0 Title

Environmental Monitoring of a Compensation Project for the Loss of Wetlands and Habitat in a Migratory Bird Sanctuary – Îles-de-la-Paix

### 2.0 Objective

The Contractor must develop and implement a follow-up program for Infrastructure Canada (INFC) consisting of wildlife monitoring (avifauna, ichthyofauna, herpetofauna), vegetation monitoring, monitoring of site conditions and monitoring of the stability of the structures built as part of the Compensation Project for the Loss of Wetlands and Habitats in a Migratory Bird Sanctuary on the Îles-de-la-Paix (hereinafter "IDLP Compensation Project"). The monitoring results must ultimately be recorded in a comprehensive final annual report for each follow-up year. Analysis of the results contained in this report will make it possible to conclude whether the compensation objectives targeted for wetlands and habitats in a Migratory Bird Sanctuary have been achieved by documenting the evolution of the developments and their use by wildlife.

#### 3.0 Background

### 3.1 Samuel-de-Champlain Bridge Corridor Construction Project

The Samuel De Champlain Bridge Corridor Construction Project is causing losses of fish habitat, wetland functions and migratory bird habitats. INFC has undertaken to offset these losses through several compensation projects.

In terms of wetlands and habitats in a Migratory Bird Sanctuary, the losses amounted to 8,361 m<sup>2</sup> and 7,726 m<sup>2</sup>, respectively. These areas will also be compensated at a ratio of 3:1. Compensation for the loss of wetland functions of a minimum area of 25,083 m<sup>2</sup> is therefore provided, whereas the minimum compensation area for loss of habitat in a migratory bird sanctuary is 23,178 m<sup>2</sup>.

In order to compensate for these losses, INFC has chosen the following projects:

- Development of Île Lapierre to compensate for part of the loss of fish habitat in still water and for the loss of wetland functions; and
- Compensation work on the Îles-de-la-Paix to compensate for part of the loss of wetland functions and for the loss of migratory bird habitat.

This mandate focuses solely on the Îles-de-la-Paix development project. Since the Île Lapierre development project will compensate for 15,000 m<sup>2</sup> of wetland function losses, the IDLP Compensation Project must compensate for a minimum of 10,083 m<sup>2</sup> of these functions. As for migratory bird habitats, the IDLP Compensation Project must compensate for the total of at least 23,178 m<sup>2</sup>.

# 3.2 Îles-de-la-Paix Compensation Project

The Îles-de-la-Paix archipelago is located southwest of Montreal in Lake Saint-Louis in the municipalities of Beauharnois and Léry. It is owned by the Government of Canada and administered by Environment and Climate Change Canada (ECCC). The islands themselves (with some exceptions) were designated a National Wildlife Area (NWA) in 1977 by ECCC. Similarly, the majority of the islands of this archipelago and

the waters within 500 metres (with some exceptions) around them have been designated a Migratory Bird Sanctuary (MBS) since 1972 by ECCC. Figure 1 in Annex 1 illustrates the boundaries of the NWA as well as the Îles-de-la-Paix MBS.

The archipelago is composed of many low-lying islands. Despite the small area covered by the NWA (129 ha), it supports a diversity of habitats that are used by close to 130 species of birds. These islands provide nesting sites for dozens of breeding pairs of ducks, as well as food and refuge for thousands of ducks during the spring, as well as during the fall migration. The NWA is also home to over 150 animal species and over 50 plant species, some of which are species at risk.

The îles de la Paix are experiencing significant erosion and have lost a major proportion (estimated at 60% by Ecogenie, 2015) of their area of emergent plant marshes and swamps since the 1950s. Erosion occurs mainly on the northwestern shore of the islands, exposed to the prevailing winds and waves generated on Lake Saint-Louis. Various factors can be blamed for this phenomenon of shoreline erosion, in particular the effect of wind waves and ice, combined with particularly high water levels during the period from 1973 to 1998, and then the regulation of the flow of the St. Lawrence River by the Moses-Saunders Dam since the opening of the St. Lawrence Seaway in 1959. A few projects aimed at curbing this erosion have been carried out since the 2000s, including the construction of breakwaters and shoreline protection interventions in the western sector of the archipelago. However, Île aux Plaines remains very vulnerable and is even threatened with the splitting apart of its eastern portion in the short or medium term, which would cause the loss of the grass beds located on the south side and currently protected by the island (WSP, 2018).

The IDLP Compensation Project is located on the north shore of Île aux Plaines. It is designed to protect Île aux Plaines from erosion, while creating favourable habitats for migratory birds. The ecological functions targeted by the project are:

- Wetland functions;
- Migratory bird habitats;
- Calm water fish habitats (to compensate for losses associated with the construction work of the IDLP Compensation Project).

The selected concept consists in installing low-lying breakwaters along the north shore of Île aux Plaines in order to reduce the frequency and intensity of waves reaching the shoreline, thus allowing for the establishment of a grass bed, while maximizing the preservation of wetlands at the top of the slopes.

It is proposed that two series of breakwaters (680 linear metres in total) be installed in the two areas considered to be of priority. In total, the structures cover an approximate length of shoreline of 660 m. There are plans to install two-metre-wide openings between the bases of the structures approximately every 100 m to allow biota to migrate. The distance between the series of breakwaters is approximately 450 m.

A grass bed has been developed between the inner base of the breakwaters, at an elevation varying between 20.2 m and 20.6 m, over an area of about 7,155 m<sup>2</sup>. The shoreline, which is very irregular and severely eroding, has been replenished with pebbles, and shrub swamps covering a total area of about 2,065 m<sup>2</sup> have been developed on a portion of the horizontal plateau thus created.

The installation of 12 artificial nesting boxes in two different sizes (7 nesting boxes for swallows and 5 nesting boxes for wood ducks) to meet the needs of a maximum number of species will make up for the

lack of snags in the areas of the island targeted by the enhancements, as well as in the outlying areas. The nesting boxes are installed on existing mature trees, or on posts planted in the island's wetlands and terrestrial habitats. Lastly, two osprey platforms have been set up. The plans in Annex 2 show the enhancements as indicated in the construction plans.

After close collaboration between Public Services and Procurement Canada (PSPC), ECCC, Fisheries and Oceans Canada (DFO) and INFC, the project design was completed in 2019 and the enhancement work began in September of the same year. The work is expected to be completed in the fall of 2020.

To demonstrate achievement of the project objectives, environmental follow-up, as required by ECCC and DFO, must be done following completion of the habitat compensation project. This follow-up will help determine whether the project has effectively achieved its objectives and will identify any necessary corrective action. The follow-up must be carried out in years 1, 3 and 5 and, if the results warrant, in Year 7 following completion of the work. Considering that the enhancement work is scheduled to be completed by the fall of 2020, the first year of follow-up will begin in 2021. The results of the environmental follow-up will have to be compared with the results of the plant and wildlife inventories compiled in 2017 by Groupe Hémisphères (Hémisphères, 2017) and with the results of previous follow-up years, if applicable.

INFC is seeking the services of an environmental contractor to develop and implement the environmental follow-up program for the IDLP Compensation Project for the year following the completion of the work (Year 1: 2021) and optionally for the third and fifth years following completion of the work (Year 3: 2023, Year 5: 2025 and Year 7: 2027).

# 4.0 Scope of Work

The follow-up program will help assess achievement of the following objectives of the IDLP Compensation Project.

# 4.1 General Objectives:

- Creation of at least 10,083 m<sup>2</sup> of wetland functions;
- Creation of at least 23,178 m<sup>2</sup> of migratory bird habitats;
- Creation of fish habitats in still water to compensate for the loss of habitat caused by the construction of the project structures, i.e., 7,190 m<sup>2</sup> (area covered by the breakwaters).

## 4.2 Specific Objectives

Objectives for the creation of wetland, migratory bird and still water fish habitat functions are set out in the following table. The areas in this table are those of habitats actually developed and the totals are voluntarily greater than the general objectives presented in section 4.1 with the aim of minimally ensuring that these general objectives achieved. The Contractor must demonstrate the creation or not of these functions through direct observations, inferences, comparisons with similar environments, etc.

	Area	Surface area (m²)	Function
А	Grass beds	7,155	Restoration of the filtering capacities of the nearshore area by providing aquatic vegetation; Feeding habitat for water birds; Feeding habitat for anurans and testudines; Breeding, rearing and feeding habitat for fish.
в	Shrub swamps (pebble replenishment and shrub planting)	2,510	Restoration of the filtering capacities of the nearshore area by providing riparian vegetation; Fighting erosion; Prevention of the spread of common reed grass; Feeding, resting and breeding habitat for migratory birds; Rearing and feeding habitat for fish.
С	Areas of influence of shrub swamps <sup>(1)</sup>	1,255	Feeding, resting and breeding habitat for migratory birds.
D	Wooded swamps	7,769	Prevention of the loss of tree cover, particularly due to the disappearance of ash trees; Prevention of the spread of common reed grass; Feeding, resting and breeding habitat for migratory birds.
Е	Areas of influence of treed swamps	3,885	Feeding, resting and breeding habitat for migratory birds.
F	Areas of influence of nesting boxes and platforms	1,400	Feeding, resting and breeding habitat for migratory birds.
	Total wetlands	10 920	Zones A, B and C
	Total migratory bird habitats	23 974	Zones A, B, C, D, E and F
	Total fish habitats	9 665	Zones A and B

Notes: <sup>(1)</sup> Area of influence calculated as 0.5 x area of shrubby swamp areas created;

<sup>(2)</sup> Area of influence calculated as 0.5 x area of treed swamp areas created or densified;

<sup>(3)</sup> Area of influence calculated as 100 m<sup>2</sup> per unit (14 nesting boxes and platforms).

In addition to the objectives for the creation of ecological functions set out in the table above, the following objectives are targeted for the enhancements:

• Riprap structures must remain stable, although the profile of the beach nourishment structure can adjust according to site conditions;

• Enhancements must be permanent.

## 4.3 Elements to be Monitored

The following must be monitored:

- Stability of the enhancement (instability, scouring, erosion, displacement, etc.);
- Evolution of the banks and shoreline within and adjacent to the enhancements (erosion, accretion, end effect, impact on existing grass beds, etc.);
- Bathymetry and topometry;
- Aquatic and terrestrial vegetation to the right of the enhancements and on the periphery of the latter;
- Evolution of invasive alien plant species;
- Use by fauna (avifauna, herpetofauna and ichthyofauna).

## 5.0 Primary Services

The mandate consists of the following activities.

### 5.1 Kickoff and Coordination Meeting

A kick-off meeting attended by INFC representatives and the Contractor must be held online no later than 10 business days following the contract award. This meeting will be held to establish initial contact between the stakeholders in order to clarify the role of each party, facilitate collaboration and ensure a common understanding of the project.

In addition, regular oral or written follow-ups, for each project phase, should be planned in order to keep the Project Authority informed of progress made in the project. Two or three coordination online meetings should be planned for each follow-up year, including at least one meeting to present the follow-up results to the authorities, if required.

The contractor will be responsible for coordinating the online meetings ensuring that all participants have the necessary tools to properly follow the meetings, including screen sharing tools as required. The Contractor must draft the agendas, attend the meetings, record the issues discussed and decisions made, and prepare the minutes of the meetings. The Contractor must prepare and distribute the draft minutes within 72 hours of the meeting. After receiving the comments of the stakeholders who attended, the Contractor must amend the minutes and distribute the final version within 72 hours of receiving the comments.

During the follow-up years (Year 1: 2021 and, optionally, Year 3: 2023, Year 5: 2025 and Year 7: 2026), the Contractor must submit, in mid-summer (July 15), a progress report summarizing the progress made with the inventories, including a written description of the methodologies used and of the results obtained, figures indicating the location of the zones, transects and survey stations, characterization and inventory compiled, as well as tables presenting the preliminary results. This progress report is the first draft of the follow-up report (see section 5.3.5) and must present the structure of the follow-up report without requiring final results, analyses, conclusions and recommendations.

After each field activity (the next day or two days later), the Contractor must inform INFC, by email, of the highlights and include representative photos.

### 5.2 Follow-up Program and Occupational Health and Safety Plan

Following the review of the existing documentation, the Contractor must prepare a **follow-up program** detailing the various methodologies and sampling plans that it plans to use. In particular, the follow-up program must compare the state of the environment before and after the work. To that end, the Contractor must use the biophysical inventory of flora and fauna compiled by Groupe Hémisphères (2017; Annex 3) as a basis.

With respect to this information, the Contractor must ensure that the results can be compared with the results of previous studies, in terms of both the level of effort and the methodology. The Contractor must therefore use inventory-compiling procedures and a sampling plan that ensure the comparability of the data and of the results obtained with those of previous studies and with those obtained subsequently, from year to year.

The document must include all of the elements below (but the Project Authority may request additional elements, if necessary):

- A Table of Contents;
- An Introduction;
- A description of the context and of the mandate;
- The methodology (including the sampling strategy and other survey and inventory-compiling methods and the level of effort) for each of the elements described in the following sections, specifically:
  - The physical components of the enhancement;
  - The lake bottom and shorelines on the periphery of the enhancement;
  - vegetation;
  - avifauna;
  - herpetofauna;
  - ichthyofauna;
  - semi-aquatic mammals;
  - species at risk.
- The timeline for survey and inventory-compiling campaigns, including the number of human resources required per campaign;
- Maps/figures clearly illustrating the measuring, characterization and survey stations, areas and transects;
- The template of the field reports;
- Data processing to be done; and
- References.

The Contractor must submit the work program in an electronic version to the Project Authority before the start of the field work. The work program, including the sampling plans, must be approved, in terms of both the methods and the level of effort, by INFC based on the recommendations of department experts (ECCC and DFO), before the field work begins. It is estimated that the process of revising the first version of the follow-up program will take approximately four months. After receiving INFC's comments on the

work program, the Contractor must submit the revised work program in an electronic version to the INFC Project Authority within five business days.

In addition, the Contractor must prepare an <u>occupational health and safety plan</u> (OHS plan) covering the various activities that will be carried out under this contract.

The Contractor' OHS plan must consider the following:

- Comply with the provisions of the Act respecting occupational health and safety and the Safety Code for the construction industry at all times;
- Comply with the provisions associated with work entailing drowning hazards, where applicable (Annex 4);
- Inform its employees of their right to refuse to perform any work that is hazardous to their health or safety;
- Have an effective means of communication in its possession in order to respond to emergency situations;
- Ensure that all personnel present during the work have received the training and information they need to perform the work safely and that all tools and protective equipment required are available, are used and are in compliance with the applicable standards, acts and regulations;
- In the event of an unexpected incident, take all necessary measures, including work stoppage, to protect the health and safety of workers and the public. If an incident occurs, the Contractor must immediately contact the Project Authority.

The Contractor's OHS plan must be specific to the study site. A general occupational health and safety plan outlining aspects that are not relevant to the study site will be considered inadequate and returned to the Contractor for changes. The Contractor must submit this plan electronically for approval by INFC in accordance with the schedule outlined in section 7.

The follow-up program and the OHS plan must be updated before the start of follow-up activities in subsequent years in order to take into account lessons learned and comments of the Project Authority during the previous follow-up activities.

While performing work under this contract, all decisions necessary to effectively carry out the work must be made in close collaboration with the Contractor and the Project Authority.

### 5.3 Follow-up Activities

### 5.3.1 Stability of the Compensation Work and Lake Bottom and Shore Conditions

The purpose of this activity is to document the condition, changes and stability of the newly created compensation area, as well as the lake bottom and banks near these work areas. The observations will focus on the main components of the compensation area, i.e. the two series of breakwaters, the two beach nourishment areas, and the marshes that are created or densified. Observations must also be made of the lake bottom around the compensation areas and near the shoreline on either side of the work areas over a minimum distance of 30 m. The following items, among others, should be considered:

- riprap stability on the breakwaters and beach nourishment areas;
- signs of erosion, scouring or sediment accumulation in or around the compensation areas (breakwaters, beach nourishment areas, grass beds, and marshes);
- any movement of the stones and signs of ice erosion;

- the morphology of the beach nourishment areas;
- signs of erosion or accretion on the shoreline on either side of the compensation areas;
- presence of uprooted trees in or around the compensation areas;
- presence of trees damaged by beavers;
- presence/absence of aquatic vegetation in and around the compensation areas;
- accumulation of debris in the compensation areas;
- water flow through the openings in the series of breakwaters.

The Contractor must propose and implement one or more methods to check the items described above. In addition to the readings, surveys, field measurements and observations, the Contractor must plan to compare and analyze aerial photos of the compensation area taken annually or bi-annually.

## 5.3.2 Bathymetry and Topometry

The Contractor must plan to conduct a bathymetric and topometric survey of the compensation area and its immediate surroundings. The objective is to ensure that all compensation areas remain stable over time and retain their original functions and characteristics, as well as to document the changes to the lake bottom and surrounding shoreline. Therefore, all elements of the compensation areas must be surveyed, with no exceptions, including the planting areas and a strip about 10 m wide beyond these. The surveys must also include the lake bottom and shoreline adjacent to the compensation areas. The bathymetric and topometric surveys should therefore extend over a minimum distance of 30 m on either side of the shoreline protection areas (breakwaters and beach nourishment).

Survey accuracy must be sufficient to meet the stated objectives. The bathymetric and topometric surveys must be carried out at a time that the Contractor deems appropriate; however, both surveys must be carried out at the same time. The timing and method used must be approved by INFC.

The Contractor must also conduct a photographic survey of all the compensation structures and shorelines in the project area in order to monitor the changes over time. Insofar as possible, photographs will be taken at the same place during each follow-up year.

# 5.3.3 Vegetation Follow-up

The Contractor must conduct follow-up of the vegetation. This follow-up will be used to confirm that adequate vegetation cover is present in the compensation areas, both terrestrial and submerged, for the desired ecological functions. The presence and growth of invasive alien species must also be documented.

The vegetation follow-up study area includes the terrestrial and aquatic planting areas shown on the plan in Annex 5, as well as a strip approximately 10 m wide beyond them. Terrestrial planting areas will be added to those shown in Annex 5. The Contractor must therefore consider that the areas to be surveyed will be more fragmented than those shown. The total surface area of the terrestrial planting areas, excluding the 10-metre strip around them, will be about 10,300 m<sup>2</sup>, including the plantings on the beach nourishment plateau (approximately 2,100 m<sup>2</sup>). The planted grass beds cover about 7,200 m<sup>2</sup>.

The Contractor must propose a sampling plan and method to confirm the success of the recovery of vegetation cover in the compensation work areas, both terrestrial and aquatic. Using transects and quadrats in the study area, the vegetation recovery will be evaluated based on various factors, including the following:

- survey of plantings and survival rate;
- presence of introduced species (native or alien);

- coverage over various terrestrial and submerged strata;
- presence of bare soil, cavities, erosion, accretion, etc.

Photographs will be taken of each transect and/or quadrat planted during each survey from the same position in order to document the changes over time. The Contractor must identify evidence of human use of the site, if any.

The Contractor must plan three visits to the study area per follow-up year, i.e. in the spring (May), summer (July), and at the end of the summer (late August).

In the event that the vegetation cover in the compensation work areas is not sufficient and the compensation objectives are not being met, the Contractor must suggest interventions and make recommendations to correct the deficits.

Occurrences of special-status plant species in the study area must also be located, counted and mapped.

Lastly, the Contractor must locate, map and estimate the abundance of various invasive alien species in the study area. Occurrences of invasive alien species must be located, counted and delimited using a GPS with submetre accuracy.

### 5.3.4 Wildlife Follow-up

The Contractor must monitor wildlife usage of the compensation work areas. This follow-up will be used to confirm that the compensation project objectives have been achieved. The Contractor must also make recommendations for optimum use by or for the protection of wildlife.

The study area for the wildlife surveys is the same as shown in Annex 3.

The Contractor must update the list of wildlife species likely to be found in the study area, including species at risk. This update will be carried out based on available data (SARA Registry, Quebec Breeding Bird Atlas, eBird, CDPNQ, Atlas of Amphibians and Reptiles of Quebec, etc.), and with special attention given to the species that use the site for nesting, breeding and spawning.

The Contractor must obtain all the necessary authorizations from the relevant authorities to conduct the follow-up (in particular, the SEG permits).

The wildlife follow-up activities to be carried out are outlined in the following subsections.

### 5.3.4.1 Use by Avifauna

This ornithological follow-up will be used to compare the diversity and relative abundance of the avifauna observed in the study area before, and in the years following, the compensation work. The surveys will include all bird species found within the entire study area. The results of this extensive survey will be compared with the data collected from year to year before the compensation work (Hémisphères).

The Contractor must plan at least five visits per follow-up year between late April and late July, i.e. during the spring migration, nesting, and part of the chick-rearing periods for potentially present species. The survey methods described in Hémisphères (2017), i.e. the short-transect technique, listening points, observation points, and the replay of calls and songs, should be favoured to facilitate the comparison of results.

Documentation regarding the use of the 12 nesting boxes and two platforms installed as part of the compensation project must also be produced. The Contractor must also clean the nesting boxes and replace the substrate (wood chips), if necessary.

In the event of inadvertent discovery of a nest, the general observations must be recorded. Particular attention must be paid to avoid disturbing nests, eggs and chicks.

The surveys will be carried out when weather conditions are suitable (low wind, good visibility, etc.). The weather conditions during each survey must be recorded. The survey effort must take into account the weather conditions at the time of the visits.

# 5.3.4.2 Use by Herpetofauna

# <u>Anurans</u>

The Contractor must conduct a survey of anurans over the entire study area at a suitable time in the spring using the call survey method (Bouthillier, Pelletier and Tessier, 2014) and active searching. The calls will be quantified using abundance ratings. The Contractor must plan at least three call survey periods between early May and late June and active searching during the visits in May and June.

# <u>Turtles</u>

For turtles, two methods were used in 2017, namely active searching and capture with fyke nets. The Contractor must install at least three fyke nets on at least three occasions between early May and late June. The fyke nets must be installed in such a way as to prevent any mortality. The Contractor may suggest any other equivalent methodology and level of effort.

# 5.3.4.3 Use by Ichthyofauna

The objective of this survey is to identify the fish species that use the new compensation areas and surrounding areas in order to determine how often they are used by the fish for spawning, rearing or feeding.

Visual observations must be carried out in order to identify the presence of spawners during the spawning season. The presence of nests in the still water areas must also be investigated.

In order to avoid causing damage at certain life cycle stages, the Contractor will need to engage in fishing using non-lethal methods beginning in mid-August only. It is recommended that seining be used to capture fry. The Contractor will undoubtedly have to use other sampling methods, i.e. gill nets, seine nets, drift nets, fyke nets and bait traps, for the other stages of development. The Contractor must submit the sampling plan and method for approval by INFC. In all cases, this plan and these methods must make it possible to obtain data comparable to the data from the 2017 survey (Hémisphères, 2017), as well as the data obtained for each previous follow-up year.

During the surveys, the Contractor must record the location of the fishing gear (using a GPS with submetre accuracy), the weather conditions, the species captured (including basic data about the individuals), and the characteristics of the environment (water temperature, depth, vegetation cover, main plant species, etc.).

# 5.3.5 Analysis and Reporting

The purpose of the environmental follow-up program is to document and validate achievement of the IDLP Compensation Project's objectives. The analysis of the results must compare the previous years' and current follow-up results (including the "as-built" drawings of the compensation areas) in order to identify the trends and phenomena observed in the field. In the event that deficiencies, malfunctions, undesirable phenomena or any other anomaly are observed, the report must take these into account and provide a detailed description of the potential causes and any necessary corrective action. Any other relevant recommendations must also be made.

The follow-up report to be produced for each follow-up year must include, but is not limited to, all of the following information:

- an executive summary in both official languages;
- a table of contents;
- an introduction;
- a description of the context and of the contract;
- a description of all reading, survey and inventory-compiling methods;
- the presentation of results for all follow-up components;
- summary maps of the key elements of the reading, survey and inventory-compiling methods illustrating, among other things, the measuring, characterization and inventory survey areas, stations and transects;
- maps illustrating the data collected during the various follow-up campaigns;
- an analysis and discussion of the results and collected data;
- a section providing a summarized comparison of the results for each follow-up year in order to provide a quick overview of the changes in the environment;
- conclusions and recommendations;
- the references consulted;
- all other additional maps/figures that may be useful for understanding the data, results, phenomena, etc.;
- photographs of the various activities;
- sequential and georeferenced photographs of all compensation areas for reference purposes throughout the follow-up program;
- tables presenting the results;
- a copy of the permits and authorizations required for the work;
- any other information considered relevant for the proper understanding of the report (diagrams, sketches, etc.).

Note: For bathymetric surveys, among others, complete survey metadata must be provided.

### 5.4 Optional Services

Upon awarding of the contract, follow-up for years 3 (2023), 5 (2025), and 7 (2027) are considered optional, and these options may be exercised through an administrative amendment to the Contract at INFC's sole discretion. It is possible that some or all of the planned activities may not be carried out for these years.

The following services may be requested in follow-up Year 1, as well as in follow-up years 3, 5 and 7:

- the conducting of terrestrial or aquatic inventories, surveys or measures not specified in the Statement of Work, particularly, but without limitation, an increase in the components to be monitored or the number of visits;
- additional meetings (over and above those already mentioned) with INFC.

### 5.5 Excusable Delays

INFC recognises that forces majeures can impose excusable delays. As mentionned in article 10 of the general conditions 2035 (2020-05-28) – Services – high complexity, any impacts on the Work will be discussed between the Contractor and the Project Authority where any changements will be effected via a contract amendment. Without a duly signed contract amendment those changes will not be incorporated into the Contract.

### 6.0 Documentation

As previously mentioned, an inventory report of the study area is available to bidders as follows:

Groupe Hémisphères, 2017. Inventaire floristique et faunique de l'île aux Plaines - Réserve nationale de faune des Îles-de-la-Paix. Technical report submitted to Public Services and Procurement Canada, 37 p. and five appendices.

The design reports of the compensation structures must also be provided to the Contractor and must be taken into account by the Contractor in its analyses.

The "as-built" drawings of the compensation areas will be provided to the Contractor when available.

### 7.0 Deliverables and Schedule

The Contractor must provide the following deliverables in electronic format:

Deliverable		Deadline for the draft version	Deadline for the final version	
Follow-up Y	ear 1 (2021)			
1	Work program	December 21, 2020	At least five business days prior to the start of field work; after March 31, 2021.	
2	Occupational Health and Safety Plan	March 1, 2021	At least five business days prior to the start of field work; after March 31, 2021.	
3	Progress Report	July 15, 2021	August 31, 2021	
4	Follow-up Year 1 Report	October 29, 2021	December 21, 2021	
Follow-up Y	ear 3 (2023)*			
5	Revised Work Program	March 1, 2023	At least five business days prior to the start of field work; after March 31, 2023.	
6	Revised Occupational Health and Safety Plan	March 1, 2023	At least five business days prior to the start of field work; after March 31, 2023.	
7	Progress Report	July 14, 2023	August 31, 2023	
8	Follow-up Year 3 Report	October 31, 2023	December 21, 2023	
Follow-up Y	ear 5 (2025)*			

9	Revised Work Program	March 3, 2025	At least five business days before the start of field work; after March 31, 2025
10	Revised Occupational Health and Safety Plan	March 3, 2025	At least five business days before the start of field work; after March 31, 2025
11	Progress Report	July 15, 2025	August 29, 2025
12	Follow-up Year 5 Report	October 31, 2025	December 22, 2025
Follow-up	Year 7 (2027)*		
13	Revised Work Program	March 1, 2027	At least five business days prior to the start of field work; after March 31, 2027
14	Revised Occupational Health and Safety Plan	March 1, 2027	At least five business days prior to the start of field work; after March 31, 2027
15	Progress Report	July 15, 2027	August 31, 2027
16	Follow-up Year 7 Report	October 29, 2027	December 21, 2027

\* The deliverable schedules for follow-up years 3, 5 and 7 only apply if the corresponding optional period is exercised.

All documents must be drafted **in French**. INFC will conduct a review of the deliverables to determine whether they meet the contract requirements. Among other things, this review will include an examination of the quality of the product, which includes, but is not limited to, the clarity and organization of the text, spelling and syntax, as well as a review of technical and scientific information and conclusions to ensure that they are complete, accurate and appropriate.

The draft documents must be submitted in electronic format in native file format (Word, Excel, etc.) and in unprotected, complete PDF version. The Contractor must provide a final version incorporating INFC's comments to the Project Authority in unprotected PDF format for final approval.

An electronic version of the final report (the last deliverable for each follow-up year), including all appendices in PDF format, as well as an electronic version in native file format (e.g. Word, Excel, AutoCAD, etc.) and data must be submitted no later than the corresponding date in the table above.

If it is deemed that the content and/or quality of the deliverable submitted by the Contractor are not acceptable or do not meet the contract requirements, INFC reserves the right to ask the Contractor to submit other draft versions by specific deadlines set by INFC, within the current contract period.

The final version of a deliverable will not be considered accepted until the Project Authority has provided written approval of the final version of the deliverable to the Contractor.

8.0 Transportation, Site Access, Authorisations, and Equipment

The Contractor must organise access to the worksite. The Contractor must obtain the necessary authorizations, where applicable, particularly for launching its vessels.

The Contractor must obtain all permits and authorizations required to carry out the survey work, including:

- Temporary permit subject to the *Canada Wildlife Act* (R.S.C., 1985, c. W-9) and issued pursuant to section 4 of the *Wildlife Area Regulations* (C.R.C., c. 1609);
- Temporary permit subject to the *Migratory Birds Convention Act*, 1994 (S.C. 1994, c. 22) and issued pursuant to section 9 of the *Migratory Bird Sanctuary Regulations* (C.R.C., c. 1036);
- Permit to capture wildlife for scientific, educational or wildlife management purposes [SEG permit];
- Certificate of good animal care.

The Contractor will be responsible for its own land and water transportation, without INFC support, and must assume all of its travel costs. The Contractor must allow for the possibility that an INFC representative may accompany the Contractor during some visits. The Contractor must consider the range of water levels that can occur on the Îles-de-la-Paix to ensure that it can conduct the appropriate field activities at the right time despite the water levels. For information purposes only, water levels on the Îles-de-la-Paix can be considered approximately 10 cm higher than those recorded at the Pointe-Claire hydrometric station (02OA039). The maximum elevation on Île aux Plaines in the study area is generally between 21.5 m and 22.0 m.

The Contractor must provide all equipment and materials required to perform the work and ensure that they are in good working order.

The Contractor will not be paid for any travel and living expenses incurred when performing the Work.

# 9.0 Ownership of Information

All information received under this contract remains the property of INFC and may not be used for other purposes or disseminated without prior, written authorization of the Project Authority. This condition applies to all document formats, including electronic versions.

# 10.0 References

Bouthier, L., Pelletier, S. and Tessier, N., 2014. Méthode d'inventaire des anoures du Québec. Ministère du Développement Durable, de l'Environnement, de la Faune et des Parcs, Secteur faune, Direction régionale de l'Estrie, de Montréal et de la Montérégie. 11 p.

Écogénie, 2015. Évaluation de l'état de l'érosion des îles de la réserve nationale de faune des Îles-de-la-Paix (Volet 1). Rapport final Volet 1 – Mise à jour – État de situation de l'érosion des îles de la RNFIDP. Report from Écogénie to Public Works and Government Services Canada. 60 p. and appendices.

Groupe Hémisphères, 2017. Inventaire floristique et faunique de l'île aux Plaines - Réserve nationale de faune des Îles-de-la-Paix. Technical report submitted to Public Services and Procurement Canada, 37 p. and five appendices.

WSP, 2018. Corridor du nouveau pont Champlain - Compensation pour la perte de milieux humides et d'habitats dans un refuge d'oiseaux migrateurs, îles de la Paix - Analyse des exigences du projet (SR1). Report from WSP Canada Inc. to Public Works and Government Services Canada. 59 p. and appendices.

# ANNEX B – TERMS OF PAYMENT

### 1. Basis of Payment

Customs duties are included and applicable taxes are extra for all firm prices in Section 1 – Basis of payment and all of its subsections.

## 1.1 Schedule of Milestones for All Monitoring Years

a) The Schedule of Milestones according to which payments will be made under the Contract for each monitoring year is presented below. The percentages are the same for the work performed in any option period, if exercised. The percentages are based on the sum of the prices for primary services (stated in Section 1.1.1 – Breakdown of primary services for all monitoring years (below)) selected by the INFC Project Authority for that monitoring year.

i. Milestone 1: Work program: 10% of the total price of primary services for that monitoring year

ii. Milestone 2: Health and safety plan: 5% of the total price of primary services for that monitoring year

iii. Milestone 3: Progress report: 50% of the total price of primary services for that monitoring year

iv. Milestone 4a: Monitoring year DRAFT report: 20% of the total price of primary services for that monitoring year

v. Milestone 4b: Monitoring year FINAL report: 15% of the total price of primary services for that monitoring year

b) The work for each milestone must be deemed accepted by the INFC Project Authority no later than the deadline for the final version of the document concerned (stated in Annex A – Statement of Work) before it can be invoiced. The only exception is the draft of the final follow-up report, which may be invoiced if it is deemed accepted by the INFC Project Authority by its due date.

c) The firm price for each milestone (in section 1.1.a above) includes all fees and expenses (all-inclusive) for the completion of all of the work for each milestone as described in Annex A – Statement of Work, subject to the other conditions set out in the contract. Those prices are entirely separate from those stated in Section 1.2 – Optional services for all monitoring years (below).

d) INFC may not require all primary services to be performed in a given monitoring year. In that case, the Contractor will be paid only for the services actually performed, provided the INFC Project Authority accepts the work performed and the work is completed by its respective due date. If primary services are de-selected at the planning stage for the monitoring year (work program), but are requested later in the same monitoring year, the Contractor may invoice the difference for previous milestones already invoiced (since prices for primary services are calculated based on a percentage of their total) if the INFC Project Authority accepts the work performed and the work is completed by its respective due date.

### 1.1.1 Breakdown of Primary Services for All Monitoring Years

1. The firm, all-inclusive price for each primary service when performed in a specific planned monitoring year or in the calendar year following the planned monitoring year is:

a) The firm, all-inclusive price for meetings, coordination, and preparation of plans and programs to meet the requirements of sections 5.1 and 5.2 of the Statement of Work (Annex A) in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

b) Firm, all-inclusive price for *the stability of the enhancement and condition of the lakebed and shorelines* (Section 5.3.1 of the Statement of Work [Annex A]) in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

c) Firm, all-inclusive price for *bathymetry and topometry* (Section 5.3.2 of the Statement of Work [Annex A]) in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

d) Firm, all-inclusive price for vegetation monitoring (Section 5.3.3 of the Statement of Work [Annex A]) in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

e) Firm, all-inclusive price for *monitoring of use by avifauna* (Section 5.3.4.1 of the Statement of Work [Annex A]) in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

f) Firm, all-inclusive price for *monitoring of use by herpetofauna* (Section 5.3.4.2 of the Statement of Work [Annex A]) in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

g) Firm, all-inclusive price for *monitoring of use by ichthyofauna* (Section 5.3.4.3 of the Statement of Work [Annex A]) in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

h) Firm, all-inclusive price for *data analysis and reporting* (Section 5.3.5 of the Statement of Work [Annex A]) in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

i) The maximum total amount of the firm, all-inclusive prices for:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

2. To calculate the firm price for completing a milestone, first add the firm price of all primary services that the INFC Project Authority has selected in that monitoring year from those listed in Section 1.1.1 (above). Second, using that sum as the basis, take the percentage stated in Section 1.1.a for that milestone. The result is the amount that can be invoiced for that milestone.

For example: The sum of the firm prices of all selected primary services in monitoring year 1 is \$1,000.00. The amount to be paid for completing milestone 1 is 10% of \$1,000.00, or \$100.00.

# 1.2 Optional services for all monitoring years

1. INFC reserves the irrevocable right to request any of the following services in any quantity during any monitoring year. If any of these services are requested by INFC, they may be invoiced separately from the costs in Section 1.1 *Schedule of milestones for all monitoring years*, subject to the conditions set out in the Contract (including, but not limited to, acceptance by the INFC Project Authority). If they appear on the same invoice as regular milestone payments, the Contractor must clearly indicate which costs pertain to optional services and which costs pertain to regular milestones.

2. The firm, all-inclusive price (management and coordination and data collection, analysis and integration into the progress report and monitoring report) for each optional service in its respective planned monitoring year or in the calendar year following the planned monitoring year is as follows:

a) Additional field day for surveys of the stability of the enhancement and condition of the lakebed and shorelines in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

b) Additional field day for *bathymetric and topometric surveys* in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

c) Additional field day for a *team of biologists for vegetation monitoring* in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

d) Additional field day for a *team of biologists for wildlife monitoring* in:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

e) Additional meeting with INFC and/or other stakeholders in the Montreal area for:

i. Monitoring year 1: \$ [to be taken from the firm prices provided in the Bidder's financial proposal] ii. Monitoring year 3, if option period 1 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iii. Monitoring year 5, if option period 2 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

iv. Monitoring year 7, if option period 3 is exercised: \$ [to be taken from the firm prices provided in the Bidder's financial proposal]

1.3 Should Canada require additional professional services related to the Statement of Work at Annex A, the firm all-inclusive hourly rate will be \$ [to be taken from the corresponding item in the bidder's financial proposal]. Applicable Taxes are extra.

1.4 Option to Extend the Contract

i. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional two-year periods 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 the Basis of Payment.

ii. Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 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.

iii. The Contract is divided into the following periods:

- a) Initial Contract Period: from contract award to October 31, 2022 (inclusive)
- b) Option Period 1: from November 1, 2022 to October 31, 2024 (inclusive), if option period 1 is invoked
- c) Option Period 2: from November 1, 2024 to October 31, 2026 (inclusive), if option period 2 is invoked
- d) Option Period 3: from November 1, 2026 to October 31, 2028 (inclusive), if option period 2 is invoked

# 2. Specific Person(s)

The Contractor must provide the services of the following persons, with their respective category in parentheses, to perform the Work as stated in the Contract:

a) Category: Project Director

Specific person: [bidder to provide in its technical proposal]

b) Category: Project Lead (of the Contractor) Specific person: [bidder to provide in its technical proposal]

#### 3. Travel and Living Expenses

Canada will not pay any travel or living expenses associated with performance of the Work. These expenses must be included in the firm prices provided in the financial proposal.

# 4. Limitation of Expenditure

- 1. Canada's total liability to the Contractor under the Contract must not exceed \$ [bidder to provide in its financial proposal]. Customs duties are included and Applicable Taxes are extra.
- 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% committed, or
  - b. four 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.

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.

# 5. Method of Payment – Milestone Payments – Not Subject to Holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and 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; and
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

#### 6. Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument: Direct Deposit (Domestic and International).

#### 7. Time Verification

Time charged and the accuracy of the Contractor's time recording system are subject to verification by Canada, before or after payment is made to the Contractor. If verification is done after payment, the Contractor must repay any overpayment, at Canada's request.

#### 8. Invoicing Instructions

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

- 2. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed, if applicable;b. a copy of any other documents as specified in the Contract.
- 3. Invoices must be distributed as follows:
  - e) One (1) copy must be forwarded to the Project Authority for certification and payment.

# ANNEX C – SECURITY REQUIREMENTS CHECK LIST

The security requirements check list for this requirement can be found on the following four pages.

Government Gouve	rnement	Contract N	Number / Numéro du contra	at
		Security Classif	ication / Classification de s	sécurité
LISTE DE PART A - CONTRACT INFORMATION / P 1. Originating Government Department or (		S RELATIVES À LA SÉCU	RITÉ (LVERS)	ale ou Direction
Ministère ou organisme gouvernementa	d'origine	Ponts Maje	eurs	
<ol> <li>a) Subcontract Number / Numéro du cor</li> </ol>	trat de sous-traitance 3. b) Na	me and Address of Subcontract	tor / Nom et adresse du so	ous-traitant
<ol> <li>Brief Description of Work / Brève descrip Environmental monitoring</li> </ol>				
5. a) Will the supplier require access to Co Le fournisseur aura-t-il accès à des m				X No Yes Non Oui
<ol> <li>b) Will the supplier require access to une Regulations?</li> <li>Le fournisseur aura-t-il accès à des de sur le contrôle des données technique</li> <li>Indicate the type of access required / In</li> </ol>	onnées techniques militaires non class as?			X No Yes Non Oui
(Specify the level of access using the	auront-ils accès à des renseignement chart in Question 7. c) t le tableau qui se trouve à la question	ts ou à des biens PROTÉGÉS e 17. c)	t/ou CLASSIFIÉS?	X No Yes Non Oui
PROTECTED and/or CLASSIFIED in Le fournisseur et ses employés (p. ex	ormation or assets is permitted. . nettoyeurs, personnel d'entretien) au PROTÉGÉS et/ou CLASSIFIÉS n'est	ront-ils accès à des zones d'acc pas autorisé.		Non Oui
	u de livraison commerciale sans entre	posage de nuit?	iquel le feuroisseur devre	Non Oui
Canada X	NATO / OTAN		Foreign / Étranger	
7. b) Release restrictions / Restrictions rela			i orongiri Ludingor	
No release restrictions           Aucune restriction relative           à la diffusion	All NATO countries Tous les pays de l'OTAN	Au	release restrictions cune restriction relative a diffusion	
Not releasable À ne pas diffuser	Restricted to: / Limité à :	□ Re	stricted to: / Limité à :	
Specify country(ies): / Préciser le(s) pays		ciser le(s) pays : Sp	ecify country(ies): / Précis	er le(s) pays :
7. c) Level of information / Niveau d'informa				
PROTECTED A	NATO UNCLASSIFIED		ROTECTED A	
PROTÉGÉ A	NATO NON CLASSIFIÉ NATO RESTRICTED		ROTÉGÉ A ROTECTED B	
PROTÉGÉ B	NATO DIFFUSION REST		ROTĖGĖ B	
PROTECTED C	NATO CONFIDENTIAL		OTECTED C	
PROTĖGĖ C	NATO CONFIDENTIEL		OTÉGÉ C	
CONFIDENTIAL	NATO SECRET		ONFIDENTIAL	
CONFIDENTIEL	NATO SECRET			님
SECRET	COSMIC TOP SECRET COSMIC TRÊS SECRET		CRET	
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	or our lada	uu oanada				Security	Classificati	on / Cla	ssification d	e sécurité
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	supplier be require			mation or assets? ents ou des biens C	OMSE	C?				X No Yes Non Oui
PRODUCTI	ON									
occur a Les inst	the supplier's site	or premises?		ication) of PROTEC1						X No Yes Non Oui
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Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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

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

#### SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie		OTÉC			CLASSIFIED CLASSIFIÉ			NATO				COMSEC				
	А	в	с	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP		OTECT ROTÉG		CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL		SECRET COSMIC TRÈS SECRET	A	в	с	CONFIDENTIEL		TRES SECRET
Information / Assets Renseignements / Biens																
Production			$\vdash$								$\vdash$					
IT Media / Support TI																
IT Link / Lien électronique																

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

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

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

des pièces jointes).

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Yes

l Oui

X No Non



Government of Canada Gouvernement du Canada

Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

PART D - AUTHORIZATION / PART						
13. Organization Project Authority / C	Chargé de projet de l'org	ganisme				Digitally signed by:
Name (print) - Nom (en lettres moulé	Title - Titre		Signature	an 11Ma	Vallee, Bruno	
Bruno Vallée		Spécialiste	principal en environnement		(town-Volla)	Date: 2020.10.16 11:00:14 -04'00'
Telephone No Nº de téléphone	Facsimile No Nº de	télécopieur	E-mail address - Adresse cour	rriel	Date	
514-242-5571			bruno.vallee@canada.ca			
14. Organization Security Authority /	Responsable de la séc	urité de l'organ	isme			
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature		
				Cark ??	Digitally signed by Terrence	Carkner,
Tery Carkner		Security C	Officer	Offere e	Date: 2020.10.19 1: -04'00'	3:35:48
Telephone No N° de téléphone	Facsimile No Nº de		E-mail address - Adresse cour	rriel	Date	
613-698-7386		terrence.carkner@canada.ca		а	October 19, 202	0
<ol> <li>Are there additional instructions ( Des instructions supplémentaires</li> </ol>				t-elles jointes	?	No Yes Non Oui
16. Procurement Officer / Agent d'ap	provisionnement					
Name (print) - Nom (en lettres moulé	es)	Title - Titre		Signature		
Richard Sou	lliere	Contracting Specialist		Souther	e, Richardon ch	/ signed by: Soulliere, Richard = Soulliere, Richard C = CA O = gc IFC-INFC 020.10.20 09:07:19 -04'00'
Telephone No Nº de téléphone 343-551-8910	Facsimile No N° de	télécopieur	E-mail address - Adresse cou richard.soulliere@canada		Date	
17. Contracting Security Authority / A	utorité contractante en	matière de séc	curité			
Name (print) - Nom (en lettres moulées)		Title - Titre		Signature		
Telephone No N° de téléphone	Facsimile No N° de	télécopieur	E-mail address - Adresse con	urriel	Date	

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# ANNEX 1 to PART 3 OF THE BID SOLICITATION - PRICING SCHEDULE

Bidders are required to complete all the tables in section 2.0 of the Pricing Schedule and submit them as part of their financial bid.

For <u>all amounts</u> in the Pricing Schedule, <u>Applicable Taxes are extra</u>.

# 1.0 Basis of Payment

The schedule of milestones below indicates the amount for which payments will be made under any resulting Contract.

Phase	Deliverable	Value
Require	d Services	
Monitor	ing Year 1 (2021)	
1	Work Program Final Version	10% of the firm price of item 1 of Section 2.1 (below)
2	Health and Safety Plan Final Version	5% of the firm price of item 1 of Section 2.1 (below)
3	Progress Report Final Version	50% of the firm price of item 1 of Section 2.1 (below)
4	Monitoring Year 1 Report Draft Version	20% of the firm price of item 1 of Section 2.1 (below)
	Final Version	15% of the firm price of item 1 of Section 2.1 (below)
Option	al Services	
Monitor	ing Year 3 (2023)	
5	Revised Work Program Final Version	10% of the firm price of item 2 of Section 2.2 (below)
6	Health and Safety Plan Final Version	5% of the firm price of item 2 of Section 2.2 (below)
7	Progress Report Final Version	50% of the firm price of item 2 of Section 2.2 (below)
8	Monitoring Year 3 Report Draft Version	20% of the firm price of item 2 of Section 2.2 (below)
	Final Version	15% of the firm price of item 2 of Section 2.2 (below)
Monitor	ing Year 5 (2025)	
9	Revised Work Program Final Version	10% of the firm price of item 3 of Section 2.2 (below)
10	Health and Safety Plan Final Version	5% of the firm price of item 3 of Section 2.2 (below)
11	Progress Report Final Version	50% of the firm price of item 3 of Section 2.2 (below)
12	Monitoring Year 5 Report Draft Version	20% of the firm price of item 3 of Section 2.2 (below)
	Final Version	15% of the firm price of item 3 of Section 2.2 (below)
Monitor	ing Year 7 (2027)	
13	Revised Work Program Final Version	10% of the firm price of item 4 of Section 2.2 (below)
14	Health and Safety Plan Final Version	5% of the firm price of item 4 of Section 2.2 (below)

15	Progress Report Final Version	50% of the firm price of item 4 of Section 2.2 (below)
16	Monitoring Year 7 Report Draft Version	20% of the firm price of item 4 of Section 2.2 (below)
	Final Version	15% of the firm price of item 4 of Section 2.2 (below)

# 2.0 Firm Prices for Services

# 2.1 Primary Services in the Initial Contract Period

The following table contains the total amount of all primary services in the initial contract period (from contract award to October 31, 2022 (inclusive)).

ITEM	PRIMARY SERVICES	FIRM ALL-INCLUSIVE TOTAL PRICE FOR ALL PRIMARY SERVICES (excluding applicable taxes)
1	Year #1 follow-up program (2021) as described in Annex A – Statement of Work	\$ [bidder to insert] (see 2.1.1 for breakdown)

# 2.1.1 Breakdown of Prices for Primary Services in the Initial Contract Period

The following table contains the cost for individual services to be performed during the initial contract period (for Follow-up Year #1; from contract award to October 31, 2022 (inclusive)).

PRIMARY SERVICE	Quantity (Q)	Firm all-inclusive unit price (excluding applicable taxes) (P)	Total estimated cost (Q X P)			
<b>Note</b> : The following table was designed to facilitate the bid's financial proposal and evaluation process. The bidder must propose a firm unit price for the monitoring described in Annex A for Year 1 of the environmental monitoring.						
<u>Meetings, coordination, programs and plans</u> – To meet the requirements of sections 5.1 and 5.2 of Annex A – Statement of Work (including all expenses)	1	\$[bidder to insert]	\$[bidder to insert]			
Development stability and lake bottom and shoreline conditions – To meet the requirements of Section 5.3.1 of Annex A – Statement of Work (including all expenses)	1	\$[bidder to insert]	\$[bidder to insert]			
Bathymetry and topometry – To meet the requirements of Section 5.3.2 of Annex A – Statement of Work (including all expenses)	1	\$[bidder to insert]	\$[bidder to insert]			
Vegetation monitoring – To meet the requirements of Section 5.3.3 of Annex A – Statement of Work (including all expenses)	1	\$[bidder to insert]	\$[bidder to insert]			
Monitoring of use by avifauna – To meet the requirements of Section 5.3.4.1 of Annex A (including all expenses)	1	\$[bidder to insert]	\$[bidder to insert]			

Monitoring of use by herpetofauna – To meet the requirements of Section 5.3.4.2 of Annex A (including all expenses)	1	\$[bidder to insert]	\$[bidder to insert]
<u>Monitoring of use by ichthyofauna</u> – To meet the requirements of Section 5.3.4.3 of Annex A (including all expenses)	1	\$[bidder to insert]	\$[bidder to insert]
Data analysis and reporting – as described in Section 5.3.5 of Annex A –Statement of Work (including all expenses)	1	\$[bidder to insert]	\$[bidder to insert]
MAXIMUM FOR ALL PRIMARY SERV	\$[bidder to insert]*		

\* Note: The total amount (last row) in the above table must match the amount entered in the table in section 2.1.

# 2.2 Primary Services in the Option Periods (if invoked)

The following are the total costs for all primary services to be performed in each option period, if invoked.

ITEM	OPTION PERIOD	Firm all-inclusive total price for all primary services (excluding applicable taxes)
2	From November 1, 2022 to October 31, 2024 inclusive Year 3 environmental monitoring (2023) as described in Annex A – Statement of Work	\$[bidder to insert] (please see Section 2.2.1 for breakdown) (same as cell (AA) in Section 2.2.1)
3	From November 1, 2024 to October 31, 2026 inclusive Year 5 environmental monitoring (2025) as described in Annex A – Statement of Work	\$[bidder to insert] (please see Section 2.2.1 for breakdown) (same as cell (BB) in Section 2.2.1)
4	From November 1, 2026 to October 31, 2028 inclusive Year 7 environmental monitoring (2027) as described in Annex A – Statement of Work	\$[bidder to insert] (please see Section 2.2.1 for breakdown) (same as cell (CC) in Section 2.2.1)
M	AXIMUM FOR ALL PRIMARY SERVICES FOR ALL OPTION PERIODS (same as cell (DD) in Section 2.2.1)	\$[bidder to insert]

2.2.1 Breakdown of Prices for Primary Services in the Option Periods

The following are the firm, all-inclusive prices for primary individual services to be performed in each option period, if invoked.

Primary Service Monitoring Year	Quantity (Q)	Firm all-inclusive unit price (excluding applicable taxes) (P)	Total estimated cost (Q X P)	
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**Note**: The following table was designed to facilitate the bid's financial proposal and evaluation process. Bidders must propose a firm unit price for the monitoring described in Annex A – Statement of Work with the approximate schedule indicated below.

approximate schedule indicated below.					
	Year 3	1	\$[bidder to insert]	\$[bidder to insert] (a)	
<u>Meetings, coordination,</u> <u>programs and plans</u> - To meet the requirements of sections 5.1 and 5.2 of Annex A – Statement of Work (including all expenses)	Year 5	1	\$[bidder to insert]	\$[bidder to insert] (b)	
	Year 7	1	\$[bidder to insert]	\$[bidder to insert] (c)	
Development stability and lake bottom and shoreline	Year 3	1	\$[bidder to insert]	\$[bidder to insert] (d)	
conditions – To meet the requirements of Section 5.3.1 of Annex A – Statement of Work	Year 5	1	\$[bidder to insert]	\$[bidder to insert] (e)	
(including all expenses)	Year 7	1	\$[bidder to insert]	\$[bidder to insert] (f)	
Bathymetry and topometry - To	Year 3	1	\$[bidder to insert]	\$[bidder to insert] (g)	
meet the requirements of Section 5.3.2 of Annex A – Statement of Work (including all	Year 5	1	\$[bidder to insert]	\$[bidder to insert] (h)	
expenses)	Year 7	1	\$[bidder to insert]	\$[bidder to insert] (i)	
	Year 3	1	\$[bidder to insert]	\$[bidder to insert] (j)	
<u>Vegetation monitoring</u> - To meet the requirements of Section 5.3.3 of Annex A – Statement of Work (including all expenses)	Year 5	1	\$[bidder to insert]	\$[bidder to insert] (k)	
expenses	Year 7	1	\$[bidder to insert]	\$[bidder to insert] (I)	
	Year 3	1	\$[bidder to insert]	\$[bidder to insert] (m)	
Monitoring of use by avifauna – To meet the requirements of Section 5.3.4.1 of Annex A – Statement of Work (including all expense)	Year 5	1	\$[bidder to insert]	\$[bidder to insert] (n)	
expenses)	Year 7	1	\$[bidder to insert]	\$[bidder to insert] (o)	

	Year 3	1	\$[bidder to insert]	\$[bidder to insert] (p)
Monitoring of use by herpetofauna – To meet the requirements of Section 5.3.4.2 of Annex A – Statement of Work	Year 5	1	\$[bidder to insert]	\$[bidder to insert] (q)
(including all expenses)	Year 7	1	\$[bidder to insert]	\$[bidder to insert] (r)
	Year 3	1	\$[bidder to insert]	\$[bidder to insert] (s)
<u>Monitoring of use by</u> <u>ichthyofauna</u> – To meet the requirements of Section 5.3.4.3 of Annex A – Statement of Work (including all exponence)	5.3.4.3 Year 5 1 \$[bidder to insert]		\$[bidder to insert] (t)	
(including all expenses)	Year 7	1	\$[bidder to insert]	\$[bidder to insert] (u)
Data analysis and reporting –	Year 3	1	\$[bidder to insert]	\$[bidder to insert] (v)
To meet the requirements of Section 5.3.5 of Annex A – Statement of Work (including all	Year 5	1	\$[bidder to insert]	\$[bidder to insert] (w)
expenses)	Year 7	1	\$[bidder to insert]	\$[bidder to insert] (x)
MAX	IMUM FOR ALL	PRIMARY SERV	ICES FOR OPTION PERIOD 1	
			(Monitoring Year 3)	\$[bidder to
			a + d + g + j + m + p + s + v	insert] (AA)*
			Table in Section 2.2, item 2)	
MAX	¢ [la: al al art to			
	\$[bidder to			
	insert] (BB)*			
MAX				
	\$[bidder to			
	insert] (CC)*			
MAXIML	\$[bidder to insert] (DD)*			

\* Note: The total amounts in the last four rows in the above table must match the corresponding amounts entered in the table in section 2.2.

2.3 Breakdown of Prices for Optional Services for All Periods

The following are the firm, all-inclusive prices for additional individual services that may or may not be required to be performed in the initial contract period and, if invoked, each option period.

Optional Service	Unit	Monitoring Year	Firm all-inclusive unit price (excluding applicable taxes)
Additional Field Day –		Year 1	\$[bidder to insert]
lake bottom and shoreline condition and	Field Day	Year 3	\$[bidder to insert]*
development stability surveys (including all	neid Day	Year 5	\$[bidder to insert]*
expenses)		Year 7	\$[bidder to insert]*
		Year 1	\$[bidder to insert]
Additional Field Day – bathymetric and		Year 3	\$[bidder to insert]*
topometric surveys (including all expenses)	Field Day	Year 5	\$[bidder to insert]*
		Year 7	\$[bidder to insert]*
	Field Day	Year 1	\$[bidder to insert]
Additional Field Day – <u>team of biologists for</u>		Year 3	\$[bidder to insert]*
vegetation monitoring (including all expenses)		Year 5	\$[bidder to insert]*
		Year 7	\$[bidder to insert]*
		Year 1	\$[bidder to insert]
Additional field day – <u>Team of biologists for</u>	Field Day	Year 3	\$[bidder to insert]*
<u>wildlife monitoring</u> (including all expenses)	neid Day	Year 5	\$[bidder to insert]*
		Year 7	\$[bidder to insert]*
		Year 1	\$[bidder to insert]
Additional online meeting with INFC and/or other	Meeting	Year 3	\$[bidder to insert]*
stakeholders (including all expenses)	Mooning	Year 5	\$[bidder to insert]*
		Year 7	\$[bidder to insert]*
SUM OF THE FIRM PRICES	\$[bidder to insert]		

\* Note: These costs will only apply if the corresponding option period has been invoked.

# 2.4 Prices for Financial Evaluation

The financial evaluation will be based on the following table where all amounts exclude Applicable Taxes:

Item	Price
Year 1 environmental monitoring (2021) as described in Annex A – Statement of Work (= amount from the last line of the table in Section 2.1)	\$[bidder to insert] (XX)
Maximum for all primary services for all option periods (= amount from the last line of the table in Section 2.2)	\$[bidder to insert] (YY)
Sum of the firm prices of all optional individual services (= amount from the last line of the table in Section 2.3)	\$[bidder to insert] (ZZ)
EVALUATED PRICE (= XX + YY + ZZ)	\$[bidder to insert]

2.5 Firm Price for Unforeseeable yet Related Services

The firm, all-inclusive hourly rate to provide additional services related to Annex A, Statement of Work that are unforeseeable is: \$ [bidder to provide in its financial bid], where Applicable Taxes are extra.

# ANNEX 1 to PART 4 OF THE BID SOLICITATION - EVALUATION CRITERIA

1.0 Technical Evaluation

1.1 Mandatory Technical Criteria

Bids which fail to meet any of the mandatory technical criteria will be declared non-responsive and no further evaluation will be conducted.

Each criterion should be addressed separately. The Bidder must provide the necessary documentation to support compliance with this requirement.

The mandatory technical criteria are:

#	Mandatory Technical Criteria	Met / Not Met	Substantiation/ Cross Reference to Proposal
MT-1	The Bidder must propose a resource for the position of <b>Project Director</b> by providing a description of the resource and descriptions of up to three projects for which the proposed resource worked as a Project Director.		
	The "Project Director" is the person responsible for the completion of various environmental projects. The Project Director monitors to ensure that the project is progressing on schedule and on budget, assigns the necessary resources to the various tasks, takes various specific factors into account, provides quality control and manages disputes.		
	<ul> <li>The proposed resource must:</li> <li>have training relevant to the nature of the mandate;</li> <li>have significant experience in leading multidisciplinary teams in the environmental field; and</li> <li>have participated, as Project Director, in projects including the compiling of plant and wildlife inventories in aquatic and riparian environments and/or the implementation of shoreline protection measures, taking into account the evolution of environments over time (monitoring).</li> </ul>		
	The Bidder must include academic and professional training, number of years of experience, and main duties as Project Director.		
	The following information must be provided for each project:		
	• Title and nature of the project;		
	<ul> <li>Scope and objectives of the services rendered;</li> </ul>		

Project start and end dates (month/year); and
<ul> <li>Project description to demonstrate the elements of the rated technical criteria (MT-1).</li> </ul>
The technical proposal must include:
<ul> <li>a) A summary of the above information not exceeding two letter-size pages; and</li> </ul>
a) An annex that includes the proposed resource's
resumé (not exceeding five letter-size pages).
The Bidder must propose a resource for the position of <b>Project Lead</b> .
The Project Lead is the person responsible for the technical performance of various environmental projects and for ensuring that they are effectively carried out in every respect. Reporting to the Project Director, the Project Lead effectively coordinates a team of professionals and technicians for the entire time required for the project for which he/she is responsible.
The Project Lead must be specialized in biology or in a field related to the services requested, preferably with a minimum of 10 years of relevant experience in managing multidisciplinary teams in the environmental field.
The proposed resource must have participated, as a project lead, in projects including the compiling of plant inventories or wildlife inventories (ichthyofauna, avifauna and/or terrestrial fauna) and/or in the implementation of shoreline protection measures that take into account the evolution of the environment over time (follow-up).
The Bidder must submit a maximum of three projects carried out by the proposed resource. Information to be supplied for each project:
Title and nature of the project;
Scope and objectives of the services rendered;
Project start and end dates (month/year);
<ul> <li>Project description to demonstrate the elements of the rated technical criteria (MT-2).</li> </ul>
The technical proposal must include:
a) A summary of the above information not exceeding two pages; and
<ul> <li>b) An annex that includes the proposed resource's resumé (not exceeding five letter-size pages).</li> </ul>

MT-3	The Bidder must propose a team of biologists and other specialists and technicians to conduct field surveys, measurements and inventories. Under the supervision of the Project Lead, the team will be responsible for carrying out the various tasks required to complete the project.		
	The technical proposal must demonstrate that the proposed team meets the elements of the point-rated technical criteria (MT-3).		
	The information provided for this criterion in the technical proposal must not exceed two letter-size pages.		

# 1.2 Point-Rated Technical Criteria

Bids which fail to meet:

- a. any of the stated minimum pass marks of any technical criteria subject to a point-rating; or
- b. the overall minimum pass mark of the point-rated technical criteria

will be declared non-responsive.

Each criterion should be addressed separately. The Bidder must provide the necessary documentation to support compliance with this requirement.

The point-rated technical criteria are:

#	Point-Rated Technical Criteria	Max Points	Substantiation/ Cross Reference to Proposal
PRT-1	The information provided for criterion MT-1 will be awarded points as follows:	9	
	<ul> <li>Training relevant to the services described in Annex A – Statement of Work (1 pt);</li> </ul>		
	<ul> <li>Experience as a project director (points are non-cumulative):</li> </ul>		
	<ul> <li>10 years or more (4 pts);</li> <li>between 5 and 10 years (2 pts);</li> <li>5 years or less (0 pts).</li> </ul>		
	<ul> <li>Participation in the last 10 years, as project director, in projects including the compiling of plant and wildlife inventories in aquatic and riparian environments and/or in the implementation of shoreline protection measures, taking into account the evolution of environments over time (follow-up) (points are non-cumulative):</li> </ul>		
	<ul> <li>3 projects (4 pts);</li> </ul>		

	<ul> <li>2 projects (2 pts);</li> <li>1 project (1 pt.).</li> </ul>		
	"Participation" means, at a minimum:		
	<ul> <li>Supervision of a team assigned to carry out environmental monitoring; and/or</li> <li>Review and approval of environmental monitoring reports, including drawing conclusions and making recommendations.</li> </ul>		
PRT-2	The information provided for criterion MT-2 will be awarded points as follows:	15	
	The proposed Project Lead has:		
	<ul> <li>Training in biology or a field relevant to the services described in Annex A – Statement of Work (points are non-cumulative):</li> </ul>		
	<ul> <li>Bachelor's degree (1 pt)</li> <li>Master's degree or higher (2 pts)</li> </ul>		
	<li>b) Experience as a Project Lead (points are non-cumulative):</li>		
	<ul> <li>10 years or more (5 pts)</li> <li>5 to 10 years (3 pts)</li> <li>less than 5 years (0 pts)</li> </ul>		
	c) Participation in the last 10 years, as project lead, in projects including the compiling of plant and wildlife inventories (ichtyofauna, avifauna and/or terrestrial fauna) and/or in the implementation of shoreline protection measures, taking into account the evolution of environments over time (monitoring) (points are non-cumulative):		
	<ul> <li>3 projects (5 pts)</li> <li>2 projects (3 pts)</li> <li>1 project (1 pt.)</li> </ul>		
	d) Participation in projects including:		
	<ul> <li>Habitat loss compensation (1 pt);</li> <li>Monitoring over several years including the reference year (T<sub>0</sub>; points are non-cumulative):</li> </ul>		
	<ul> <li>3 years – baseline conditions with two or more years of monitoring (2 pts);</li> <li>2 years – baseline conditions with one year of monitoring(1 pt);</li> <li>1 year – compiling of inventories without monitoring (0 pts).</li> </ul>		
	"Participation" means, at a minimum:		

	<ul> <li>Supervision of a field team assigned to gather environmental monitoring data;</li> <li>Data compilation and analysis in order to produce environmental monitoring results; and/or</li> <li>Drafting of environmental monitoring reports, including drawing conclusions and making recommendations.</li> </ul>		
PRT-3	The information provided for criterion MT-3 will be awarded points as follows:	16	
	<ul> <li>a) Training <ul> <li>The team includes at least one engineer (2 pts);</li> <li>The team includes at least one biologist (2 pts).</li> </ul> </li> <li>b) Experience: <ul> <li>For each of the three elements below pertaining to experience, points will be awarded as follows (points for each element are non-cumulative): <ul> <li>5 years or more (2 pts)</li> <li>1 to 5 years (1 pt)</li> <li>Less than 1 year (0 pts)</li> </ul> </li> <li>A single resource may meet more than one of the requirements listed from i to vi below.</li> </ul> </li> <li>i. One member is an engineer with experience in the inspection of shoreline protection works and in the conduct and interpretation of surveys of such works;</li> <li>ii. One member has experience in conducting and processing bathymetric and topometric surveys;</li> <li>iii. One member has experience in compiling plant inventories;</li> <li>iv. One member has experience in compiling plant inventories;</li> <li>v. One member has experience in compiling herpetofauna inventories;</li> </ul>		
	vi. One member has experience in compiling ichtyofauna inventories.		
	Maximum Total Points:	40	
	Minimum Overall Pass Mark:	24	

#### 2.0 Corporate Evaluation

2.1 Mandatory Corporate Criteria

Bids which fail to meet any of the mandatory corporate criteria will be declared non-responsive and no further evaluation will be conducted.

Each criterion should be addressed separately. The Bidder must provide the necessary documentation to support compliance with this requirement.

The mandatory corporate criteria are:

#	Mandatory Corporate Criteria	Met / Not Met	Substantiation/ Cross Reference to Proposal
MC-1	The Bidder must demonstrate in its own words that it understands the scope of the services requested (in Annex A – Statement of Work), including the various aspects and constraints that may influence monitoring activities. Items for which the Bidder must demonstrate an understanding that includes, but is not limited to:		
	Context;		
	Objectives;		
	<ul><li>Important issues, challenges, constraints; and</li><li>Possible solutions.</li></ul>		
	Note: The combined length of the information provided for criteria MC-1, MC-2, and MC-3 must not exceed 10 letter-size pages.		
MC-2	The Bidder must propose an approach (methodology) that will meet the requirements stated in Annex A – Statement of Work and provide quality services. The Bidder must explain how it intends to go about addressing the constraints. The Bidder must address at least the following elements:		
	<ul> <li>Work Plan – Description of tasks and deliverables;</li> </ul>		
	<ul> <li>Project Schedule – Proposed implementation schedule for key services; and</li> </ul>		
	Risk management strategy.		
	Note: The combined length of the information provided for criteria MC-1, MC-2, and MC-3 must not exceed 10 letter-size pages.		
MC-3	The Bidder must propose a project team, including all of the following elements:		
	<ul> <li>Indicate the tasks assigned to each of the proposed resources;</li> </ul>		
	<ul> <li>Provide an organization chart showing position titles, names of proposed resources, their</li> </ul>		

	training/expertise, experience, duties and responsibilities, and reporting relationships (Bidder's team and subcontractors, if applicable);		
	<ul> <li>Indicate whether the Bidder intends to use one or more subcontractors;</li> </ul>		
	<ul> <li>Demonstrate the availability of a complete team capable of fulfilling the requirements of the full range of services required;</li> </ul>		
	Succession planning;		
	<ul> <li>Profile of key positions (responsibilities and special assignments);</li> </ul>		
	<ul> <li>Communication strategies between team members and with the client;</li> </ul>		
	<ul> <li>Demonstrate how the Bidder will ensure that its response time will be optimal at each stage of the project.</li> </ul>		
	Note: The combined length of the information provided for criteria MC-1, MC-2, and MC-3 must not exceed 10 letter-size pages.		
MC-4	The Bidder must submit a maximum of three (3) monitoring projects undertaken within the last ten (10) years. The information provided for these projects must:		
	<ul> <li>a) not exceed three pages for all three projects;</li> <li>b) include plant inventories, wildlife inventories (ichthyofauna, avifauna and/or terrestrial fauna) and/or shoreline protection measures. Ideally, projects should be carried out in the context of habitat loss compensation;</li> <li>c) Specify the objectives and provide a brief description of the projects;</li> <li>d) Clearly indicate how these projects are comparable/relevant to the project in Annex A – Statement of Work;</li> <li>e) Demonstrate good control and management of the budget—including contract price vs final cost—and explain variances; and</li> <li>f) Provide the names of the Bidder's key employees responsible for carrying out the project.</li> </ul>		
	The Bidder must have experience in the technical implementation of these projects. Previous project experience of entities other than the Bidder's own will not be considered during evaluation, unless the entities are part of the Bidder's joint venture.		
	If these projects were carried out as part of a joint venture, the responsibilities of each member entity in this joint venture must be indicated.		

# 2.2 Point-Rated Corporate Criteria

Bids which fail to meet any of the following will be declared non-responsive:

- a) the minimum pass mark for criterion PRC-4 (12 points);
- b) the combined minimum pass mark for criteria PRC-1, PRC-2, and PRC-3 (24 points).

Each criterion should be addressed separately. The Bidder must provide the necessary documentation to support compliance with this requirement.

The point-rated corporate criteria are:

#		Point-Rated Corporate Criteria	Max Points	Substantiation/ Cross Reference to Proposal
PRC-1	awar	information provided for criterion MC-1 will be ded points according to the Qualitative Criteria uation Grid on page 62 of the RFP.	12*	
PRC-2	awar	information provided for criterion MC-2 will be ded points according to the Qualitative Criteria uation Grid on page 62 of the RFP.	20*	
PRC-3	awar	information provided for criterion MC-3 will be ded points according to the Qualitative Criteria uation Grid on page 62 of the RFP.	8*	
Minimum d	combi	ined pass mark for criteria PRC-1, PRC-2 and PRC-3:	24	
PRC-4		information provided for criterion MC-4 will be rded points as follows for each project submitted:	Up to 7 points per project	
	a)	Includes plant inventories (1 pt);		
	b)	Includes wildlife inventories (ichthyofauna, avifauna and/or terrestrial fauna) (1 pt);	Up to 3 projects	
	c)	Includes shoreline protection measures (1 pt);	Maximum: 21 points	
	d)	Carried out as part of a compensation project (1 pt);		
	e)	Carried out over several years including the reference year ( $T_0$ ; points are non-cumulative):		
		<ul> <li>3 years – baseline conditions with two or more years of monitoring (2 pts);</li> <li>2 years – baseline conditions with one year of monitoring (1 pt);</li> <li>1 year – compiling of inventories without monitoring (0 pts).</li> </ul>		
	f)	Includes a budget, a schedule, key persons proposed in the Bidder's offer for this project (1 pt).		

Minimum combined pass mark for PRC-4:	12	
Maximum Total Points:	61*	

\* Note: The calculations for criteria PRC-1, PRC-2, and PRC-3 are explained on the following page.

# Table 1: Qualitative Criteria Evaluation Grid

Criterion	Weighting	0 points	2 points	4 points	6 points	8 points	10 points
PRC-1	12		Does not understand or misunderstands the scope of the mandate.	Demonstration of understanding is insufficient.	Demonstrates a good understanding despite some notable deficiencies.	Demonstrates a very good understanding with some minor elements missing.	Demonstrates an excellent understanding.
PRC-2	20	Did not provide proper information for evaluation.	Methodology presented is inadequate with very serious deficiencies.	Methodology presenting some significant deficiencies that will not enable achievement of all of the project objectives.	Adequate methodology that minimally achieves the project objectives.	Comprehensive presentation of the methodology, making it clear that the project's objectives will be achieved.	Very comprehensive presentation of the methodology, going beyond what is expected in some respects.
PRC-3	8		It is unlikely that the proposed team and approach will be able to meet the requirements.	The proposed team does not account for all the elements, or overall experience and approach are weak.	The proposed team accounts for almost all the elements. Acceptable capacity that should lead to a moderate level of efficiency and acceptable results.	The proposed team accounts for all the required elements. Satisfactory capacity that should make it possible to obtain a satisfactory level of efficiency and good results.	The proposed team is complete and very solid. Superior capacity that should make it possible to obtain an excellent level of efficiency and very good results.

# **Calculation of Scores**

The individual scores for each of the above three criteria will be calculated as follows:

Score for PRC-i = (score out of 10) / 10 \* (weighting)

Example:

Score for PRC-1 = 8 / 10 \* 12 = 9.6

# ANNEX 1 to PART 5 OF THE BID SOLICITATION - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a <u>federally regulated employer</u> being subject to the <u>Employment</u> <u>Equity Act</u>.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent fulltime and/or permanent part-time employees.
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement</u> <u>Employment Equity</u> (AIEE) in place with ESDC-Labour.
- OR
  - () A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (<u>LAB1168</u>) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

#### OR

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

# ANNEX 2 to PART 5 OF THE BID SOLICITATION - INELIGIBILITY AND SUSPENSION POLICY

#### 1.0 Purpose

The purpose of this annex is to simplify the requirement of bidders to provide Infrastructure Canada (INFC) and/or Public Services & Procurement Canada with information requirement as part of the Government of Canada Ineligibility and Suspension Policy (available at <u>https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>).

#### 2.0 Information to be provided to INFC as Part of Section III Certifications of a Proposal/Bid

According to section 17 of the above-mentioned policy, bidders are require to submit, in section III Certifications of their bid, a list of the full names of all the following people identified in the table 1 (below) for the applicable organization type of the bidder.

Organization Type	List of Full Names to Include
Publically-owned Corporation	All current directors
Privately-owned Corporation	All owners of the corporation
Joint Venture	All current directors
Sole Proprietor (including when bidding as a	All owners
joint venture)	
Partnership	No names are required

During the bid evaluation phase, if the list below changes, the bidder must inform INFC (at the same address for submitting proposals) within 10 working days of any changes.

Providing the required names is a mandatory requirement for award of a contract or real property agreement. Failure to provide the list of names within the time specified will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement.

Sample table to include in Section III Certifications of a proposal/bid:

Owner's / Director's Name	<u>Title</u>
[printed name (first and last)]	(e.g. CEO, COO, VP of X, Director of X, Owner)

\*Bidders to insert rows as required, depending on the number of directors.

*Note*: Bidders that are a partnership (excluding joint ventures) do not need to submit a list of names with their proposal/bid.

#### 3.0 Information to be provided to Public Services & Procurement Canada

<u>During a contract</u>: If the list of directors submitted as part of its bid changes during the contract, the supplier must inform the Registrar of Ineligibility and Suspension\*.

<u>At any time</u>: If there is any charge, conviction or other circumstance relevant to the policy with respect to the bidder/supplier, its affiliates and its first-tier subcontractors inside or outside of Canada; then the bidder/supplier must complete an <u>Integrity Declaration form</u> (available at: <u>https://www.tpsgc-pwgsc.gc.ca/ci-if/documents/integrity-declaration-form-eng.pdf</u>) to the Registrar of Ineligibility and Suspension\*.

\*The contact info for the Registrar of Ineligibility and Suspension is:

Integrity, Departmental Oversight Branch Public Services and Procurement Canada L'Esplanade Laurier, West Tower 300 Laurier Ave. W. Floor 10, Room 10149 Ottawa, ON K1A 0S5 Canada

#### ANNEX 3 to PART 5 OF THE BID SOLICITATION - CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

Infrastructure Canada's Procurement Services Team (Corporate Name of Recipient of this Submission)

for Environmental Monitoring of a Compensation for the Loss of Wetlands and Habitat in a Migratory Bird Sanctuary - Îles-de-la-Paix, bid solicitation # INFC-2020/21-PS3031, in response to the call or request (hereinafter "call") for bids made by Infrastructure Canada do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

that: (Corporate Name of Bidder or Tenderer [hereinafter "Bidder"])

- 1. I have read and I understand the contents of this Certificate;
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect:
- 3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder:
- 4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
- 5. for the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a. has been requested to submit a bid in response to this call for bids;
    - b. could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience:
- 6. the Bidder discloses that (**check** one of the following, as applicable):
  - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
- 7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;

  - b. methods, factors or formulas used to calculate prices;
    c. the intention or decision to submit, or not to submit, a bid; or
    d. the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
- 8. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
- 9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

Signature of Authorized Agent of Bidder

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Printed Name of Authorized Agent of Bidder:

Position Title of Authorized Agent of Bidder: